

Winnetka Village Council
REGULAR VIRTUAL MEETING

Zoom
March 2, 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, March 2, 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 – 95621957568 (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: 95621957568. Event Password: VC030221

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, March 2, 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
March 2, 2021
7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) March 9, 2021 Study Session
 - b) March 16, 2021 Regular Meeting
 - c) Thursday, April 8, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
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 - d) Resolution No. R-31-2021: Landscape Maintenance Services Contract (Adoption)..... 27
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- 8) Ordinances and Resolutions
 - a) Resolution No. R-35-2021: Creating a Regional Fire Training Tower Cooperative (Adoption).....220
 - b) Ordinance No. MC-2-2021: Demolition Delay & Building Size Bonus for Historic Homes (Public Hearing and Introduction).....236
- 9) Old Business: None
- 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.

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
February 2, 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, February 2, 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, and John Swierk. Absent: Trustee Penfield Lanphier. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Community Development Director David Schoon, Director of Engineering Jim Bernahl, and approximately five persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) February 9, 2021 Study Session. All of the Council members present said they expect to attend.
 - b) February 16, 2021 Regular Meeting. All of the Council members present said they expect to attend.
 - c) March 2, 2021 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Cripe commended Village staff for their snow removal efforts and he noted that Winnetka looks better than many other towns.
 - ii) Trustee Coladarci reported on events at the most recent Landmark Preservation Commission meeting.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. None.
- 6) Approval of the Agenda. Trustee Dearborn, seconded by Trustee Apatoff, moved to approve the Agenda. Trustee Dearborn asked a question about the minutes from January 12, 2021 referring to a sunset provision on the recently approved additional demolition delay. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, and Swierk. Nays: None. Absent: Trustee Lanphier.

7) Consent Agenda

- a) Village Council Minutes.
 - i) January 12, 2021 Study Session.
- b) Approval of Warrant List dated January 15, 2021 – January 28, 2021 in the amount of \$1,143,038.31.
- c) Resolution No. R-13-2021: Purchase of Police Vehicle (Adoption).
- d) Resolution No. R-14-2021: Approving a Fifth Amendment to a License Agreement with New Cingular Wireless PCS (Adoption).
- e) Resolution No. R-15-2021: Approving Change Order #1 – Street Rehabilitation Program (Adoption).
- f) Resolution No. R-16-2021: Emergency Snowplowing Shared Services Agreement (Adoption).
- g) Resolution Nos. R-17-2020 and R-18-2020: Establishing Manager & Department Head Salaries (Adoption).

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

8) Ordinances and Resolutions.

- a) Ordinance No. M-5-2021: 928 Green Bay Road – Kaehler Design Special Use Permit Renewal (Introduction / Adoption). President Rintz explained that this request to renew a special use permit for an interior design business in Hubbard Woods had been discussed at the January 19 Council meeting.

There being no public comment or further Council discussion, Trustee Dearborn, seconded by Trustee Coladarci, moved to waive introduction of Ordinance No. M-5-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, and Swierk. Nays: None. Absent: Trustee Lanphier.

Trustee Dearborn, seconded by Trustee Coladarci, moved to adopt Ordinance No. M-5-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, and Swierk. Nays: None. Absent: Trustee Lanphier.

- b) Resolution No. R-19-2021: Extension of Lakeshore Recycling Services Agreement (Adoption). Mr. Bernahl reviewed this one-year extension to the Village’s recycling program with the current vendor, since Staff has enjoyed a positive working relationship with Lakeshore Recycling Services (LRS). Due to changes in the recycling market which have resulted in a decline in revenues for recycling firms, a rate is being proposed that is closer to the current market value of the contract. The proposed contract extension for 2021 would increase the fee paid to LRS by \$1 per house for residential collection and would remain the same for commercial collections. The Village would also add an additional four months to the term of the contract to allow time to develop a comprehensive bidding strategy for a future recycling contract.

Mr. Bernahl explained that the original recycling contract contains a revenue sharing provision whereby the Village earns either a percentage of revenue derived from selling the recyclables, or \$10/ton, whichever is greater. Because the market for recyclables is virtually nonexistent at this time, LRS is also proposing to eliminate the \$10/ton revenue sharing, which would decrease the projected 2021 revenues from recycling by \$10,000.

Manager Bahan explained that the recycling market has fluctuated in the past, and there is also a pandemic impact on today's market; in addition, there is much less glass and tin and more and more plastic.

The Council discussed the contract extension as well as the state of the recycling market; President Rintz said the Village is doing a big favor in amending the extension for LRS and he expressed hope that it would help the relationship with the contractor in the future.

There was consensus to move forward with the contract extension as described by Mr. Bernahl.

Trustee Apatoff, seconded by Trustee Cripe, moved to adopt Resolution No. R-19-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, and Swierk. Nays: None. Absent: Trustee Lanphier.

- c) Resolution No. R-20-2021: 67 Brier Street - Gilchrist Resubdivision Extension of Approval (Adoption). Mr. Schoon reviewed this request for a two-year extension to complete the subdivision, as the project has been negatively impacted by the pandemic.

The applicants, Russell and Rosemary Gilchrist explained that the pandemic has slowed their ability to complete the final Plat of Subdivision. Since there is no way to know when the pandemic will end, a two year extension is being requested.

There being no public comment, and the Council being in favor of approving the extension, Trustee Cripe, seconded by Trustee Apatoff, moved to adopt Resolution No. R-20-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, and Swierk. Nays: None. Absent: Trustee Laphier.

- d) Resolution No. R-21-2021 - 844 Spruce Street R-O-W License Agreement (Adoption). Mr. Schoon reviewed this request to allow the owners of the Subject Property to encroach slightly onto the public sidewalk to allow the addition of a raised dining patio. The Design Review Board unanimously approved the design of the patio and Village staff has found the proposed improvements compatible with the existing Village use of this portion of the public sidewalk. The Village Attorney has drafted a license agreement which provides the Village the right to require the removal of the improvements within the right-of-way at any time.

President Rintz recommended that the strip of grass shown in the architectural rendering should be removed in the interest of aesthetics. Next he called for public comment.

The applicant said he looked forward to opening his bistro on the Subject Property, and the Council asked a few questions about the proposed new restaurant. There was no other public comment.

There being Council consensus to approve the request, Trustee Apatoff, seconded by Trustee Dearborn, moved to adopt Resolution No. R-21-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, and Swierk. Nays: None. Absent: Trustee Laphier

- 9) Old Business. None.
- 10) New Business. None.
- 11) Appointments: None.
- 12) Closed Session. None.
- 13) Adjournment. Trustee Dearborn, seconded by Trustee Cripe, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, and Swierk. Nays: None. Absent: Trustee Lanphier. The meeting adjourned at 7:51 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
VIRTUAL STUDY SESSION
February 9, 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, February 9, 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, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: Trustee Coladarci. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster and no persons in the audience.
- 2) Public Comment. None.
- 3) Closed Session for the Purpose of Discussing the Sale or Lease and Related Compensation of Village Property Pursuant to Section 2(c)(6) of the Open Meetings Act.

Trustee Apatoff moved to adjourn into Closed Session to discuss the Sale or Lease and Related Compensation of Village Property, pursuant to Section 2(c)(6) 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 Lanphier 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 7:02 PM

- 4) Adjournment. The Study Session adjourned at 8:05 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
February 16, 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, February 16, 2021 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:05 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 Peter Friedman, Director of Engineering Jim Bernahl, Community Development Director David Schoon, and approximately eight persons in the audience.
- 2) Pledge of Allegiance. Trustee Dearborn led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) March 2, 2021 Regular Meeting. All of the Council members present said they expect to attend.
 - b) March 9, 2021 Study Session. All of the Council members present said they expect to attend.
 - c) March 16, 2021 Regular Meeting. All of the Council members present except Trustees Coladarci and Dearborn said they expect to attend.
- 4) Public Comment. None.
- 5) Reports:
 - a) Motion to Extend Village President's Declaration of Emergency. Attorney Friedman explained that the Village President's emergency declaration would expire at the end of the meeting unless it was extended by the Trustees. The Declaration allows for emergency staffing or purchasing procedures if necessary due to the pandemic.

After a brief discussion, Trustee Coladarci, seconded by Trustee Lanphier, moved to extend the Village President's November 23, 2020 Emergency Declaration until the end of the April 20, 2021 Village Council meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.
 - b) Trustees. None.
 - c) Attorney. None.
 - d) Manager. Manager Bahan reported on the amount of snow that fell during the previous week and explained Village shift schedules for snow removal and refuse collections.

- e) Village President. President Rintz announced that the Cook County Health Department is easing pandemic mitigation to permit more capacity for bars/restaurants to 40% of occupancy or a maximum of 50 people.
- 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 19, 2021 Regular Meeting.
 - ii) January 21, 2021 Special Meeting.
 - iii) January 26, 2021 Special Meeting.
 - b) Approval of Warrant List dated January 29, 2021 – February 11, 2021 in the amount of \$400,541.16.
 - c) Resolution No. R-22-2021: Authorizing a Purchase Order for the Commercial District Floral Program (Adoption).
 - d) Resolution No. R-23-2021: Approval of an Amendment to Contracts for the Purchase of Parkway Trees (Adoption).
 - e) Resolution No. R-27-2021: Streetscape Sign Purchase (Adoption).
 - f) Resolution No. R-29-2021: Phase 3 Streetscape Contracts (Adoption).
 - g) Resolution No. R-28-2021: Sidewalk and Curb Replacement Program (Adoption).

Trustee Coladarci, seconded by Trustee Apatoff, 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) Resolution Nos. R-25-2021 and R-26-2021: Stormwater Engineering Services (Adoption). President Rintz explained that the work products from the two Subject engineering contracts are needed by the Village to move forward with the licensing agreement for the Forest Preserves wetlands detention project.

Mr. Bernahl gave an overview of the project areas and each stormwater detention project at Duke Childs Field, the Skokie Playfields, and Park District golf course. Next, he reviewed the scope of the engineering design services needed for the stormwater improvements, which include: (i) coordination of the design and construction schedule to meet the requirements of the Park District and New Trier High School intergovernmental agreements (IGAs); (ii) preliminary and final engineering; and (iii) potential additional services which the Council may approve if it deems necessary.

Mr. Bernahl explained that there are two design contracts proposed: one for Jacobson Golf Course Design for development of design services for the golf course project, including the grading plan, golf course features and enhancements, the irrigation system, and development of bid documents for a fee not to exceed \$149,290; and the other for

Strand Associates to provide engineering design for the stormwater improvements at the project sites for a fee not to exceed \$939,640.

Trustee Apatoff asked who would pay for special features on the golf course. President Rintz explained that the Park District IGA provides for the Park District to pay for any features above the base building work that has been agreed upon. The bidding documents will be structured with alternate bids for items on the Park District's "wish list" for Park District review and approval of payment of those items.

Trustee Lanphier asked about the project timeline. Mr. Bernahl said the construction timeline is dependent on information from the engineering models and project designs. In an accelerated timeframe, construction could begin in fall of 2021; it is generally anticipated to bid the projects next winter and break ground in spring of 2022.

Trustee Dearborn asked why the contract amount is nearly \$500,000 below the budget projections. Mr. Bernahl explained that Strand Associates has extensive information about the project sites from prior modeling work it has done in conjunction with developing the New Trier High School and Park District IGAs, which provided significant cost savings for the detailed engineering of the projects.

Trustee Lanphier, seconded by Trustee Cripe, moved to adopt Resolution No. R-25-2021 authorizing an Extension of Professional Services Agreement with Strand Associates for a fee not to exceed \$939,640. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

Trustee Coladarci, seconded by Trustee Lanphier, moved to adopt Resolution No. R-26-2021 authorizing a Professional Services Agreement with Jacobson Golf Course Design for a fee not to exceed \$149,290. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

9) Old Business.

a) Draft Ordinance No. MC-2-2021: Demolition Day & GFA Bonus for Historic Homes (Policy Direction). Mr. Schoon explained that, pursuant to Council discussion at the January Study Session, a draft Ordinance has been developed to extend the demolition delay period and provide a gross floor area (GFA) bonus for preservation of architecturally or historically significant properties. He reviewed the draft GFA bonus provisions, which would provide two methods for a property to become eligible for the bonus:

- During the demolition review process. During review of a demolition permit, if the Landmark Preservation Commission (LPC) determines that a home is architecturally or historically significant, the applicant would be eligible for a 20% GFA bonus if they decide to withdraw their demolition application and preserve the home.
- During a new maximum building size bonus process. A homeowner could apply to the LPC for a determination that their home is architecturally or historically significant, and the home would qualify for the 20% GFA bonus if a positive determination is made.

Mr. Schoon reviewed a table in his staff report demonstrating the impact of the GFA bonus on each Zoning District and also what the bonus would have looked like if applied to several properties which recently applied for demolition permits. He explained that under the proposed Ordinance, the only relief granted would be the 20% GFA bonus; all other zoning requirements and development regulations must be met. An owner would qualify for the bonus only once, and in the event that an owner modifies the home so as to destroy its architectural or historic character, the bonus would be revoked, and the owner would be required to bring the property back into compliance with maximum building size limitations.

Mr. Schoon said the incentive GFA would not apply to homes that have already been landmarked or determined to be significant by the LPC; the adoption date of the Ordinance is contemplated to be the effective date of the bonus provisions. He said Staff is looking for further Council direction about a proposed sunset provision of the draft Ordinance to coincide with the completion of the Comprehensive Plan update, since there is no definite date for the completion of the new Comprehensive Plan.

Trustee Apatoff asked if the Council should examine building permit fees as another barrier to renovation, since the permit expense can be an expensive component of preserving a home. Manager Bahan noted that the demolition permit fee has not increased over the past ten years and it is time to examine it in light of offsets and benefits for the community, as well as benchmark the fee to other communities; building permit fees can be reviewed at Budget time.

Trustee Swierk asked for more detail on the effects of the GFA bonus on other zoning provisions like roofed lot coverage and impermeable surface limitations. He also asked if the language in the Ordinance referring to FAR, GFA, and density are all being used to mean the same thing and could the language be cleaned up. Finally, he asked if a homeowner has an expert determine their home is significant to gain the GFA bonus, could that cause conflict for the LPC as the arbiter of historic or architectural significance.

Trustee Dearborn asked several technical questions about language in the Ordinance as well as whether a set of key architectural components could be added to the HAIS requirement to use as standards to provide clear direction for preservation purposes.

President Rintz asked for public comment.

Ms. Kazenas read the following email comments:

- Mara Foster; Liza and Eric Gravengaard; Elizabeth Stucker; Alex Ross; Bethany Crocker, and Amy Capocchi. All of the foregoing expressed support of strengthening preservation initiatives and the demolition Ordinance.
- Justine Hourihane, Winnetka resident. Ms. Orehani supported the demolition delay and 20% GFA bonus preservation incentive, as well as architectural guidelines for new construction, and reduced building permit fees for home preservation.

Louise Holland, former LPC Chair. Ms. Holland explained that the HAIS reports are thorough and complete architectural and historical studies of the homes. She suggested the Ordinance have a provision that a complete HAIS study is necessary to the finding that a home is significant.

Beth Ann Papoutsis, LPC Commissioner. Ms. Papoutsis agreed that the HAIS gives validity to the finding that a home is architecturally or historically significant. She noted that Commissioners are very discriminating in their use of historic preservation; suggested that the delay period should begin upon the completion of the HAIS; and expressed support for building permit fee reductions for preservation of special homes.

President Rintz directed Attorney Friedman to ensure the Ordinance thoroughly defines and lists the criteria for granting the GFA bonus.

There was a discussion about when the demolition delay period should begin; Trustee Lanphier thought the language in the draft Ordinance was unclear. Mr. Schoon reviewed the current timeframe for an HAIS determination, explaining that it typically takes 90 days from the demolition application submittal before the LPC reviews the HAIS; however, it could take longer if the HAIS takes longer to complete.

Trustee Cripe asked if an applicant could have an HAIS completed when the demolition application is submitted. Mr. Schoon said that would be acceptable for someone who wants to hasten the process.

Trustee Swierk said since the public comments all call for strengthening preservation of homes, he thought the Council needs to take a more global approach beyond a longer demolition delay. He asked what would happen to a home that receives the GFA preservation bonus when a new owner years later wants to do major renovations. Attorney Friedman explained that the Ordinance provides for homes that receive the preservation bonus to be reviewed in the event ownership changes and major construction is contemplated. Trustee Swierk suggested the Design Review Board or other body must be involved in that future review, he took issue with only the façade of the home being dealt with in the Ordinance; and he said he would favor taking more time to discuss and amend the preservation Ordinance.

Trustees Coladarci and Apatoff noted that the draft Ordinance is intended to help slow the current number of historic demolitions until the Comprehensive Plan update is completed.

Trustee Lanphier suggested using the distinguishing features outlined in new Section 15.52.090(D)(1) (c) and (d) as the features that need preservation when a home receives the GFA bonus. She asked if the LPC would review any renovation applications for such homes. Mr. Schoon explained the Ordinance contemplates the Community Development Director doing the review, but that the Council could make another determination at its discretion. He noted that some compliance issues will be fairly easy to determine, and others could have gray areas, as is typical with historic preservation.

Attorney Friedman explained that the Director's evaluation standards are the same as the standards used to evaluate alterations to landmarks; however, there will be questions from time to time and the Director will have to make a close call. In the event an application is denied, the homeowner has the right to appeal to the Council.

Trustee Swierk suggested a couple of clarifying edits to the draft Ordinance and he expressed concern about homeowners trying to game the process in order to gain the 20% GFA bonus. President Rintz requested a recent HAIS report be circulated to the Council to aid in understanding the meticulous process followed to determine historic or architectural significance. Next, he asked Mr. Schoon if he had received the policy direction he was seeking.

Mr. Schoon confirmed the following direction from the Council's discussion: (i) the language in the Ordinance would be adjusted for consistency when discussing density, per Trustee Swierk's suggestion; (ii) the language would be amended to clarify that the HAIS must list those architectural elements that should be retained in the event a density bonus is received; (iii) the Ordinance would grandfather in current demolition applications so they are eligible for the GFA bonus or the demolition delay; (iv) the 270-day delay begins when a complete HAIS is filed; (v) Attorney Friedman will ensure language is clear in terms of any potential improvements on a significant home that the street-facing façade and other architectural elements identified in the HAIS are preserved; (vi) instead of a sunset clause, use a recital to describe the Council's intent to revisit the ordinance after the adoption of a new Comprehensive Plan; and (vii) previously landmarked and significant homes would also be eligible to apply for the GFA bonus;

There was a discussion about noticing the Public Hearing for the introduction of the proposed amendments to the demolition process; Manager Bahan said the Village will ensure that proper context is provided when communicating about the hearing on the website and in E-Winnetka. The hearing will also be noticed in the newspaper.

10) New Business. None.

11) Appointments:

- a) Trustee Lanphier, seconded by Trustee Coladarci, moved to re-appoint John O'Malley to the Police Pension Board for another full two year term. By voice vote, the motion carried.
- b) Trustee Coladarci, seconded by Trustee Lanphier, moved to re-appoint Fuad Khadder to the Police Pension Board for a one year term. By voice vote, the motion carried.

12) Closed Session. None.

13) Adjournment. Trustee Lanphier, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:30 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated February 12 - 25, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 03/02/2021

Consent: YES NO

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

Item History:

None.

Executive Summary:

The Warrant List dated February 12 - 25, 2021 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated February 12 - 25, 2021.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-30-2021: Refuse Containers and RFID Equipment Purchase (Adoption)

Presenter: Giovanni McLean, Director of Public Works

Agenda Date: 03/02/21

Consent: YES NO

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

Item History:

2021 Capital Improvement Plan Budgeted Item.
\$265,000 - Account 560.80.01-625.

Executive Summary:

In preparation for the implementation of the Village's new residential curbside refuse service in May of 2021, Village staff requested quotes from four vendors for new refuse containers and radio frequency identification (RFID) equipment. The scope of the initial quotes include: (i) purchase of approximately 3,000 refuse containers (35, 65, and 95 gallon) with RFID chips; (ii) assembly and distribution of the refuse containers to residents that opt into the new curbside refuse service; (iii) purchase of handheld and truck mounted RFID readers; and (iv) RFID management software. Listed below is the adjusted total pricing based upon initial quotes received by three vendors to reflect the Village's container and RFID needs.

Cascade Engineering - \$149,038
Schaefer Systems International - \$179,600
Rehrig Pacific - \$200,650
Toter - Did not submit quote

In January, the Village sent postcards to all residents requesting to select a refuse service level by March 1, 2021. Residents have the option to select one of three curbside containers for once a week refuse service (35,65 or 95 gallon) or to continue back-door collection once a week or twice a week. Residents who select one of the three curbside service levels will receive a new refuse container from the Village that includes RFID chips embedded within the containers. Residents who choose to keep back-door refuse service will not receive new refuse containers.

The original quotes and prices mentioned above were requested for 3,000 refuse containers. However Village Staff anticipates an estimated 3,600 containers need to be purchased, with the final number being determined based upon the selection results from residents after the March 1, 2021 deadline. The new refuse containers will have a dark green body with a yellow lid. Staff has also requested pricing for assembly and distribution of the containers.

Executive Summary (continued):

Village Staff recommends purchasing 3,600 of the new refuse containers, along with assembly and distribution, through Schaefer Systems International ("Schaefer") in the amount of \$180,651. Staff is also recommending purchase of RFID equipment and software in the amount of \$29,370.00 through Schaefer for total of \$210,021. Ongoing annual fees for use of RFID software through Schaefer is \$10,820 a year, and Staff will budget accordingly for future years. Upon reviewing Village equipment, Staff recommends purchasing two handheld RFID readers and four truck-mounted RFID readers at this time. The truck-mounted RFID readers will provide staff the capacity for container management and service verification.

Cascade Engineering provided the initial lowest pricing for the purchase of 3,000 containers, RFID equipment and software in the amount of \$149,038.00; however, they offer handheld RFID software that can only perform asset management, and do not currently offer truck-mounted RFID readers. Schaefer currently offers both handheld and truck-mounted RFID readers, with the truck-mounted readers having the capability to perform asset management, and service verification. Although the initial Schaefer quote is \$30,998 more than Cascade Engineering, Schaefer can provide all of the RFID equipment and software that staff recommends for upcoming refuse needs. Schafer provided the highest price for the new refuse containers; however, the updated overall cost is lower than the next comparable quote received by Rehrig Pacific.

Village Staff recommends approving the contract with Schaefer Systems International Inc. in the updated combined total amount of \$210,021 for new refuse containers with RFID chips, RFID equipment and software with the ability to utilize up to the budgeted amount of \$265,000 in the event additional refuse containers or RFID equipment are deemed necessary.

Recommendation:

Consider adoption of Resolution No. R-30-2021 awarding the purchase of refuse containers, RFID equipment and RFID software to Schafer Systems International, Inc, pursuant to Sourcewell Contract #041217-SFR.

Attachments:

1. Resolution No. R-30-2021
2. Schafer Systems Quote
3. Sourcewell Contract #041217-SFR

**A RESOLUTION APPROVING THE PURCHASE
OF REFUSE CONTAINERS, RFID EQUIPMENT AND RFID SOFTWARE FROM
SCHAFFER SYSTEMS INTERNATIONAL, INC.**

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

WHEREAS, the Village of Winnetka ("**Village**") is a member of Sourcewell ("**Sourcewell**"), formerly known as the National Joint Powers Alliance, a municipal national contracting agency for units of local government, and educational and non-profit organizations; and

WHEREAS, Sourcewell permits units of local governments to purchase commodities and services according to nationally leveraged and competitively solicited purchasing contracts, resulting in significant savings for the Village; and

WHEREAS, the Village Public Works Department ("**Department**") has identified the need to purchase 3,600 new refuse containers with RFID chips, RFID equipment including handheld and truck-mounted scanners, and RFID software in preparation for the implementation of the Village's new residential curbside refuse service (collectively, "**Refuse Containers and Equipment**"); and

WHEREAS, Sourcewell sought bids for the award of a contract for the purchase of the Refuse Containers and Equipment ("**Purchase Contract**"); and

WHEREAS, Sourcewell identified Schaffer Systems International, Inc., of Charlotte, North Carolina ("**Schaffer**"), as the low responsible bidder for the Purchase Contract with a purchase price of \$208,146; and

WHEREAS, the Village budgeted \$265,000 for the purchase of the Refuse Containers and Equipment; and

WHEREAS, Village staff anticipates that the Village may require additional Refuse Containers and Equipment ("**Additional Refuse Containers and Equipment**") and recommends that the Village Council authorize the expenditure of the remaining budgeted funds in the amount of \$56,854 for Additional Refuse Containers and Equipment from Schaffer at the proposed unit prices during the 2021 fiscal year; and

WHEREAS, the Village Council has determined that it will serve and be in the best interest of the Village to: (i) purchase the Refuse Containers and Equipment from Schaffer, in the amount of \$208,146, in accordance with the Purchase Contract; and (ii) authorize the expenditure of up to \$56,854 for Additional Refuse Containers and Equipment from Schaffer;

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

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

SECTION 2. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the Refuse Containers and Equipment from Schafer, in the total amount of \$208,146, in accordance with the Purchase Contract.

SECTION 3. AUTHORIZATION TO PURCHASE. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to purchase the Refuse Containers and Equipment from Schafer in an amount not to exceed \$208,146.

SECTION 4. AUTHORIZATION OF EXPENDITURE. The Village Council authorizes the expenditure of up to \$56,854 on Additional Refuse Containers and Equipment from Schafer in accordance with the Purchase Contract during the 2021 fiscal year. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to purchase the Additional Refuse Containers and Equipment from Schafer.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 2nd day of March, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

March 2, 2021
{00119198.1}

R-30-2021

Schaefer Systems International

Attachment 2

Charlotte

FROM

TO

Name: Phyllis Maness

18477163599@fax.ssina.biz

Phone: 1090 Fax:

18477163599

E-mail: Phyllis.Maness@ssi-schaefer.com

Sent: 2/17/21

at: 8:26:33 AM

4 page(s) (including cover)

Subject: FW: Revised Quote for Village of Winnetka

Comments:

Subject: Revised Quote for Village of Winnetka

Brendon Mendoza
Best,

Ed Sudol | Regional Manager, Midwest
Schaefer Systems International, Inc.

[10021 Westlake Drive | Charlotte, NC 28273 | USA](#)
[Cell: 704.303.4598 | Fax: 704.588.1862 | Office: 704.944.4500](#)
ed.sudol@ssi-schaefer.com | www.schaeferwaste.com
[News](#) | [LinkedIn](#) | [YouTube](#) | [Facebook](#)

Schaefer Systems International, Inc.
 10021 Westlake Drive
 Charlotte, NC 28273
 USA
 Phone: (704)944 4300



QUOTATION

Quote #:	016551-2	Requested by:	Brendon Mendoza
Date:	2/16/2021		
Quote Expiration:	3/2/2021	Bill to:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 USA
Terms:	Net 30 Days O A C		
FOB:	PPA		
Lead Time:	May 2020	Ship to:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 USA

Line	Quantity	Item number	Description	Unit price	Net amount
1	1200	35BGR0	USD35B 35- GALLON CART WITH 8" PLASTIC WHEELS AND RFID TAG DARK GREEN BODY WITH YELLOW LID Body: DG1 Lid: LIDYL1	\$37.50	\$45,000.00
2	1200	65MGR0	USD65M 65 GALLON BAR CART WITH 10" PLASTIC WHLS & RFID TAG DARK GREEN BODY WITH YELLOW LID Body: DG1 Lid: LIDDG1	\$44.50	\$53,400.00
3	1200	95QGR0	USD95Q 95 GALLON BAR CART WITH 10" PLASTIC WHEELS & RFID TAG DARK GREEN BODY WITH YELLOW LID Body: DG1 Lid: LIDYL1	\$47.50	\$57,000.00
4	2	WTD-HOTSTAMP PLATE	WTD HOTSTAMP PLATE Hot Stamp Plate - Waived	\$0.00	\$0.00
5	3600	W1 ASSY&DISTR	W1 ASSY&DISTR Assembly & Distribution Services - RFID Deployment: - One (1) cart delivered to each home in designated delivery area (subscription deployment); - RFID tags scanned upon delivery to capture cart and location data; - Final delivery data provided in Excel format upon project completion; - Customer must provide staging area within City limits, - Customer must provide address list in required format four (4) weeks prior to A&D start date (Excel template provided), - If unable to provide address list in required format, additional fees will be applicable for data preparation / address list scrubbing	\$4.41	\$15,876.00

All sale transactions are subject to Schaefer Systems International, Inc. - Standard Terms and Conditions of Sale in effect at the time of sale, published on our website www.schaefer.us/General_Terms_and_Conditions_for_the_Sale_of_Goods_and_Services

* Assembly is required for wheels and sales unless assembly and distribution is being provided by Schaefer

† Orders with custom hot stamps are non-cancelable

Schaefer Systems International, Inc.
 10021 Westlake Drive
 Charlotte, NC 28273
 USA
 Phone: (704)944-6300



QUOTATION

Quote #: 016551-2
Date: 2/16/2021

Requested by: Brendon Mendoza

Line	Quantity	Item number	Description	Unit price	Net amount
6	3600	W1 ASSY/DISTR	Optional - Customer provided brochure delivered with cart.	\$0.06	\$216.00
7	5	FREIGHT	FREIGHT ESTIMATED FREIGHT ACTUAL FREIGHT CHARGES WILL BE APPLIED ONCE INVOICED	\$1,875.00	\$9,375.00
Sales tax (Applicable sales tax will be added unless a valid Tax Exemption certificate is on file)					
Total					\$181,000.00

Agreed and accepted by:

Brett Belda
 Vice President, Sales

2/16/2021

Date

 Name & Title

 Date

All sale transactions are subject to Schaefer Systems International, Inc. - Standard Terms and Conditions of Sale in effect at the time of sale, published on our website www.ssi-schaefer.us/General_Terms_and_Conditions_for_the_Sale_of_Goods_and_Services

* Assembly is required for wheels and sales unless assembly and distribution is being completed by Schaefer

** Quotes with custom hot wheels are non-cancelable.

Schaefer Systems International

Charlotte

FROM

TO

Name: Phyllis Maness

18477163599@fax.ssina.biz

Phone: 1090 Fax:

18477163599

E-mail: Phyllis.Maness@ssi-schaefer.com

Sent: 2/8/21 at 3:37:17 PM

5 page(s) (including cover)

Subject: FW: Fax Request

Comments:

Brendon Mendoza

Ed Sudol | Regional Manager, Midwest
Schaefer Systems International, Inc.

16021 Westlake Drive | Charlotte, NC 28273 | USA
Cell: 704.303.4599 | Fax: 704.533.1862 | Office: 704.944.4600
ed.sudol@ssi-schaefer.com | http://www.schaeferwaste.com
News | LinkedIn | YouTube | Facebook

Attachment 3

Schaefer Systems International, Inc.
 10021 Westlake Drive
 Charlotte, NC 28273
 USA
 Phone: (704) 544 4300



QUOTATION - SOURCEWELL CONTRACT #041217-SFR

Quote #:	016557-2	Requested by:	Brendon Mendoza
Date:	2/3/2021		
Quote Expiration:	2/12/2021	Bill to:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 USA
Terms:	Net 30 Days		
FOB:	PPD		
Lead Time:	4- 6 Weeks ARO	Ship to:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 USA

Line	Quantity	Item number	Description	Unit price	Net amount
1	1	WI1TOTALSOLUTN	"WISTAR®ONE Total Solution One-Year Subscription: - Fully integrated, web-based, end-to-end solution for asset management, service verification and operations planning, - System track assembly and distribution, post-delivery work orders, service verification, and provides visualization of routes and collection areas, - Asset management system can record a wide range of asset data (date of manufacture, replacement date, date into service, serial number, RFID identifier, type, size, FOLIO number, address, GPS coordinates, etc), - Fleet management and service verification system dashboard shows drive data and exact cart position (vehicle number, date and time of pickup), - Data is available in real-time on the dashboard, - Reports are available for export as CSV file."	\$6,500.00	\$6,500.00
2	4	WI1RFIDTRUCKJYC	"WISTAR®ONE Service Verification System, Uninstalled: - RFID system is mounted to the collection vehicles; system is capable of being installed on a rear load, side load or automated front load collection vehicle, - System includes embedded RFID reader module, GSM/GPS Module with built in antenna (cellular module and GS), and onboard controller box with various interfaces (2xD I/O, CAN, COM, USB), - RFID system is packaged in a rugged alloy casing, built to install and perform on the exterior of the truck in the collection hopper area, components are designed to withstand the vibrations and environmental conditions, - System supports EPCglobal Gen 2 (ISO 1800-6C) RFID Tags with full Anti-Collision, DRM and advanced interference rejection, - In-cab display is mounted in the cab of the collections vehicle and used for exceptions tagging and service verification, - Installation manuals and support provided."	\$4,200.00	\$16,800.00

All sale transactions are subject to Schaefer Systems International, Inc. - Standard Terms and Conditions of Sale in effect at the time of sale, published on our website www.us.schaefer.com/General_Terms_and_Conditions_for_the_Sale_of_Goods_and_Services
 * Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer
 * Colors with custom hot stamp are non-cancelable.

Schaefer Systems International, Inc.
 10021 Westlake Drive
 Charlotte, NC 28273
 USA
 Phone: (704) 944-4300



QUOTATION

Quote #: 016557-2
 Date: 2/3/2021

Requested by: Brendon Mendoza

Line	Quantity	Item number	Description	Unit price	Net amount
3	4	WI-DATAPACK	"Cellular Data package for WISTAR®ONE RFID truck system (optional) - \$60 per month/per truck,"	\$720.00	\$2,880.00
4	2	WI-HHSCANNER	"WISTAR®ONE Handheld RFID Scanner: - Ruggedized Android mobile device (IP 65/67 sealing, drop resistant up to 5.5 ft); - Scanner used to read RFID tag and collect GPS coordinates for address verification, identifying misplaced assets, reassigning assets in the field, enrolling new assets, and tracking asset maintenance, - If multiple readers in use, readers will synchronize to ensure uniformity; - Reader(s) will sync and send data over cellular connectivity and/or Wi-Fi; - Data not included, can store activity for nightly Wi-Fi data dump."	\$875.00	\$1,750.00
5	2	WI-DATAPACK	"Cellular Data package for WISTAR®ONE handheld scanner (optional). - \$60 per month/per scanner,"	\$720.00	\$1,440.00
Sales tax (Applicable sales tax will be added unless a valid Tax Exemption certificate is on file)					
				Total	\$29,370.00

Agreed and accepted by:



 Brett Belda
 Vice President, Sales

 Name & Title

 2/3/2021

 Date

 Date

All sale transactions are subject to Schaefer Systems International, Inc. - Standard Terms and Conditions of Sale in effect at the time of sale, published on our website www.ssi-schaefer.com/General_Terms_and_Conditions_for_the_Sale_of_Goods_and_Services
 * Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer
 * Orders with custom hot items, are non-cancelable



Schaefer Systems

Waste & Recycling Containers & Related Services

#041217-SFR

Maturity Date: 07/07/2021

Products & Services

Contract Documents

Pricing

Contact Information

Products & Services

Sourcewell contract 041217-SFR gives access to the following types of goods and services:

- Schaefer 35, 65, & 95-gallon carts
- Bear-resistant, roll-out cart kitting
- 18-gallon curbside recycling bins
- 40 & 58-gallon city carts
- 1-8 cubic yard, plastic, front-load collection containers
- 1-3 cubic yard, plastic rear-load collection containers
- Assembly & distribution (with or without RFID tracking)
- Cart maintenance
- RFID deployment
- WISTAR[®] asset management
- WISTAR[®] fleet management
- Cart removal



Agenda Item Executive Summary

Title: Resolution No. R-31-2021: Landscape Maintenance Services Contract (Adoption)

Presenter: Giovanni McLean, Director of Public Works Operations

Agenda Date:

03/02/21

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Consent:

YES

NO

Item History:

On March 1, 2016, the Village Council awarded a contract for maintaining publicly-owned landscaped and turf areas to Anthony Scopelliti Landscaping Inc. the contract expired at the end of 2020. This contract provided set pricing to maintain landscaping at various parking lots, building or commercial district landscape locations, and island, parkway and right-of-way locations.

Executive Summary:

The Village's agreement with Anthony Scopelliti Landscaping Inc. expired at the end of the 2020 season. Staff worked closely with the Village's GIS Specialist to update the comprehensive landscape maintenance activity maps for each of the 21 designated landscape areas.

This work consists of weekly mowing; litter pickup; cultivating; spraying; pruning; deadheading; mulching; edging; weed control; trimming of beds and around trees; and planting or relocating, splitting of perennials, from March 15 through November 20. This contract is for a period of three years, with an option to extend for an additional two years. The work is expected to commence March 15, 2021 and terminate on November 20, 2023. A mandatory pre-bid meeting was held on January 13, 2021 and bids were opened on January 29.

Staff reviewed the three bids received and based on the proposed numbers and past performance, recommends rejecting the lowest bidder, KGI Landscaping, and awarding the contract to Christy Webber & Company ("Christy Webber") in the amount of \$154,980.

KGI Landscaping is recommended for rejection due to the concern that the vendor will not be able to meet the requirements of the contract based upon past working experience with this vendor that caused the Village to discontinue its relationship based on a performance issue. KGI Landscaping was also rejected in 2017 for the Village's Commercial District Floral Program due to past performance issues.

Executive Summary (continued):

The 2021 budget includes \$135,000 in account 100.30.01-543 for landscape and parkway maintenance. Christy Webber has proposed to perform this contract for an amount not to exceed \$154,980. The contract also establishes hourly rates for additional maintenance activities should these services be necessary. In awarding the contract to Christy Webber, the landscaping budget account 100.30.01-543 will be \$19,980 over budget and staff will revise funding in the following budget year.

Recommendation:

Consider adoption of Resolution No. R-31-2021, awarding the 2021-2023 Landscape Maintenance Services contract to Christy Webber & Company for an estimated annual amount not to exceed \$154,980.

Attachments:

1. Resolution No. R-31-2021
2. RFB #020-023 Bid Tabulation
3. RFB #020-023 Bid Documents

Attachment 1

R-31-2021

A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS, AND APPROVING A CONTRACT WITH CHRISTY WEBBER & COMPANY FOR LANDSCAPE MAINTENANCE SERVICES

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

WHEREAS, the Village issued Bid #020-023 ("**Request for Bids**") to provide the Village landscape maintenance services ("**Services**"); and

WHEREAS, the Village received three bids ("**Bids**") to provide the Services and opened the Bids on January 29, 2021; and

WHEREAS, the Village determined that the bid submitted by Christy Webber & Company ("**Contractor**") best meets the Village's needs; and

WHEREAS, Contractor submitted a proposal to perform the Services for the Village in the amount of \$154,980; and

WHEREAS, Village staff has recommended that the Village Council (i) reject all of the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) enter into a contract with Contractor for the Services at the price proposed ("**Contract**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) reject the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual; and (iii) approve the Contract with Contractor;

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

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

SECTION 2: REJECTION OF BIDS. The Village Council hereby rejects all of the Bids for the Services received in response to the Request for Bids issued by the Village and directs the Village Manager, or his designee, to inform the bidders thereof.

SECTION 3. WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, 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 Services.

March 2, 2021

R-31-2021

SECTION 4: APPROVAL OF CONTRACT. The Village Council hereby approves a contract with Contract substantially in the form attached to this Resolution as **Exhibit A** ("**Contract**").

SECTION 5: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 2nd day of March 2, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

Attachment 2

2021 VILLAGE LANDSCAPE MAINTENANCE SERVICES RFB#020-023 BID OPENING DATE: 1/29/2021		KGI LANDSCAPING 8864 E PRAIRIE ROAD SKOKIE, IL 60076	CHRISTY WEBBER & COMPANY 2900 W. FERDINAND ST CHICAGO, IL 60612	ACRES ENTERPRISES 610 W LIBERTY STREET WAUCONDA, IL 60084
ITEM	UNIT	PRICE	PRICE	PRICE
AREA 1	WEEKLY	\$95.50	\$220.00	\$242.00
AREA 2	WEEKLY	\$234.90	\$120.00	\$240.00
AREA 3	WEEKLY	\$130.40	\$140.00	\$194.00
AREA 4	WEEKLY	\$52.00	\$55.00	\$97.00
AREA 5	WEEKLY	\$231.80	\$590.00	\$242.00
AREA 6	WEEKLY	\$290.00	\$725.00	\$320.00
AREA 7	WEEKLY	\$231.80	\$275.00	\$322.00
AREA 8	WEEKLY	\$520.00	\$600.00	\$388.00
AREA 9	WEEKLY	\$300.00	\$300.00	\$874.00
AREA 10	WEEKLY	\$150.00	\$180.00	\$291.00
AREA 11	WEEKLY	\$65.00	\$55.00	\$194.00
AREA 12	WEEKLY	\$510.00	\$415.00	\$291.00
AREA 13	WEEKLY	\$63.75	\$85.00	\$97.00
AREA 14	WEEKLY	\$83.75	\$55.00	\$97.00
AREA 15	WEEKLY	\$83.75	\$85.00	\$97.00
AREA 16	WEEKLY	\$100.40	\$55.00	\$242.00
AREA 17	WEEKLY	\$130.40	\$125.00	\$242.00
AREA 18	WEEKLY	\$23.75	\$30.00	\$97.00
AREA 19	WEEKLY	\$107.00	\$85.00	\$97.00
AREA 20	WEEKLY	\$111.25	\$55.00	\$97.00
AREA 21	WEEKLY	\$107.00	\$55.00	\$97.00
TOTAL WEEKLY AMOUNT		\$3,622.45	\$4,305.00	\$4,858.00
TOTAL BID AMOUNT	AS CALCULATED (As calculated assumes a 36 week contract period)	\$130,408.20	\$154,980.00	\$174,888.00
ADDITIONAL HOURLY ACTIVITIES				
MOWING	HOURLY	\$80.00	\$35.00	\$38.00
PRUNING	HOURLY	\$110.00	\$35.00	\$50.00
BED MAINTENANCE	HOURLY	\$100.00	\$35.00	\$38.00
WATERING	HOURLY	\$120.00	\$40.00	\$50.00
WEED CONTROL (SPRAYING)	HOURLY	\$60.00	\$40.00	\$50.00
TRASH COLLECTION	HOURLY	\$50.00	\$35.00	\$38.00
LITTER PICKUP	HOURLY	\$50.00	\$35.00	\$38.00
MULCHING	HOURLY	\$50.00	\$35.00	\$50.00
TRIMMING	HOURLY	\$100.00	\$35.00	\$50.00
CULTIVATING	HOURLY	\$50.00	\$35.00	\$38.00
DEADHEADING	HOURLY	\$50.00	\$35.00	\$38.00
EDGING	HOURLY	\$60.00	\$35.00	\$38.00
PLANTINGS (FLOWERS)	HOURLY	\$30.00	\$35.00	\$50.00
FERTILIZER APPLICATION	HOURLY	\$40.00	\$55.00	\$50.00

Attachment 3



VILLAGE · OF · WINNETKA

Incorporated in 1869

DECEMBER 23rd, 2020

**ADDENDUM NO. 1
REQUEST FOR BIDS
VILLAGE LANDSCAPE MAINTENANCE SERVICES
RFB #020-023
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages.

- Updated language on PDF page 23 of the bid documents regarding the bid security to read "A bid security is not required."
 - Updated specifications on PDF pages 18 & 61 of the document regarding watering from "Daily" to "As Directed."
 - The landscape maps are added in Attachment A, Section 3.
1. Scope of the work asks for watering on a daily basis. What are these areas? Annuals, trees? How many are there?

The watering letter item E was incorrectly listed as daily and has been corrected to as directed. When directed, watering will be charged per the hourly rate as listed in the schedule of prices.

2. Are the annuals provided by the village or the contractor? What are the quantities, varieties?

Planting is as directed and will be charged per a project based upon the hourly rate in the schedule of prices and per agreed upon plantings(which will be provided by the successful bidder and paid by the Village).

If you have any questions regarding Addendum #1, please contact me at (847)716-3504.

Anthony Vasquez
Assistant Finance Director



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093
Phone: (847) 501-6000 Fax: (847) 446-1139
General Email: avasquez@winnetka.org

REQUEST FOR BIDS:	#020-023	BID ISSUE DATE: 12/18/2020
BID DESCRIPTION:	VILLAGE LANDSCAPE MAINTENANCE SERVICES	
BID OPENING DATE:	01/29/2021	BID OPENING TIME: 10:00AM
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES		

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, ILLINOIS 60093
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Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Assistant Finance Director).

Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.

BUYER:	Anthony Vasquez	PHONE:	(847)716-3504
EMAIL:	avasquez@winnetka.org		

FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

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

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

VILLAGE OF WINNETKA, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	VILLAGE LANDSCAPE MAINTENANCE SERVICES
USER DEPARTMENT:	PUBLIC WORKS

EVENT:	LOCATION:	DATE:	TIME:
Mandatory Pre-Bid Meeting	<p>DUE TO THE COVID-19 PANDEMIC, THE MANDATORY PRE-BID MEETING WILL TAKE PLACE VIRTUALLY THROUGH ZOOM INSTEAD OF IN PERSON. BELOW ARE TWO (2) METHODS TO ATTEND THE ZOOM MEETING.</p> <p>1. TELEPHONE (AUDIO ONLY CALL 312-626-6799), WHEN PROMPTED ENTER THE MEETING ID- 98330980965 (PLEASE NOTE THERE IS NO ADDITIONAL PASSWORD OR ATTENDEE ID REQUIRED)</p> <p>2. LIVESTREAM (BOTH AUDIO AND VIDEO FEED) DOWNLOAD THE ZOOM MEETINGS APP TO YOUR SMARTPHONE, TABLET OR COMPUTER AND THEN JOIN MEETING ID: 98330980965. MEETING PASSWORD: 010621.</p>	1/13/2021	10:00AM
Deadline for Specification Inquiries	MUST BE SUBMITTED IN WRITING TO: AVASQUEZ@WINNETKA.ORG	1/15/2021	5:00PM
Bidder's Response Due	WINNETKA VILLAGE HALL ATTN: ASISSTANT FINANCE DIRECTOR 510 GREEN BAY ROAD WINNETKA, IL 60093	1/29/2021	10:00AM
Public Opening	<p>IN AN EFFORT TO MAINTAIN SOCIAL DISTANCING, WE WILL NOT HAVE A BID OPENING INSIDE THE BUILDING. INSTEAD, WE WILL OPEN THE BIDS AND READ THEM OVER THE PHONE ON JANUARY 29, 2021 AT 10:00 AM.</p> <p>THE DETAILS TO PARTICIPATE IN THIS CALL ARE: DIAL: 872-240-1274 CONFERENCE ID: 796 829 797#</p>	1/29/2021	10:00AM

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

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
VILLAGE LANDSCAPE MAINTENANCE SERVICES**

BID PACKAGE

1. Invitation for Bidder's Proposals
 2. General Instructions to Bidders
 3. Bidder's Proposal
 4. Bidder's Sworn Acknowledgement
 5. Bidder's Sworn Work History Statement
 6. Notice of Award
 7. Contract
- Contractor's Certification
- Attachment A – Specifications

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
VILLAGE LANDSCAPE MAINTENANCE SERVICES**

BID PACKAGE

INVITATION FOR BIDDER'S PROPOSALS

OWNER: Village of Winnetka
510 Green Bay Road
Winnetka, IL, 60093

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail herein:

The Village of Winnetka is accepting sealed bids for the Village of Winnetka's Landscape Maintenance and Weed Control Services 2021-2023. This program will consist of but is not limited to weekly mowing, litter pickup, cultivating, spraying, pruning, deadheading, mulching, edging, hand & herbicide weed control, trimming of beds and around trees, and planting or relocating/splitting of perennials from March 15th through November 20th. This program will also include the application (casting) of fertilizer at the Public Works Yards. The proposed contract would be for a period of thirty-six (36) months with an option to extend an additional two (2) years. This agreement is expected to commence March 15, 2021 and terminate on November 20, 2023. The Village of Winnetka uses all prices and answers in the Attachment A section to evaluate successful bidders. The Village of Winnetka reserves the right to split the bid (use multiple vendors).

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

2. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- A. Invitation for Bidder's Proposals;
- B. General Instructions to Bidders;
- C. Addenda, if any are issued during the bidding process;

- D. Bidder's Proposal;
- E. Bidder's Sworn Acknowledgement;
- F. Bidder's Sworn Work History Statement;
- G. Other information submitted by Bidder, if requested during the bidding process;

3. Inspection and Examination

Bid Documents may be obtained as follows:

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

Businesses without Internet access may contact the Finance Director at (847)716-3504 or avasquez@winnetka.org for these documents.

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

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

On-line Provider Disclaimer. DemandStar.com has no affiliation with the Village of Winnetka other than as a service that facilitates communication between the Village and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the Village. Communications to DemandStar.com do not constitute communications to the Village.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Sites and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

4. Pre-Bid Meeting

Due to the COVID-19 pandemic, the mandatory pre-bid meeting will take place virtually through Zoom instead of in person. Below are two (2) methods to attend the Zoom meeting.

1. Telephone (audio only Call 312-626-6799), when prompted enter the Meeting ID- 98330980965 (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: 98330980965. Meeting Password: 010621.

5. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until *10:00 a.m., local time, January 29, 2021 at the Village of Winnetka Finance Department, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093*. In an effort to maintain social distancing, we will not have a bid opening inside the building. Instead, we will open the bids and read them over the phone on January 29, 2021 at 10:00 AM. The details to participate in this call are; Dial: 872-240-1274 and use Conference ID: 796 829 797# .

6. Bid Security, Bonds and Insurance

A. Bid Security. A bid bond is not required.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond on award of the Contract, in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, on award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract on award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance on award of the Contract to Bidder.

DATED: December 18, 2020

VILLAGE OF WINNETKA

By: Anthony Vasquez
Name
Assistant Finance Director
Title

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
VILLAGE LANDSCAPE MAINTENANCE SERVICES**

BID PACKAGE

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**VILLAGE OF WINNETKA
REQUEST FOR BIDS
VILLAGE LANDSCAPE MAINTENANCE SERVICES**

BID PACKAGE

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. 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 preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any 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 unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied on by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work.

3. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or 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.

4. Permits and Licenses

Except as otherwise expressly provided in the Contracts awarded, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

5. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

The Village typically provides an electronic spreadsheet for submitting schedules of prices. If the Village requests handwritten proposals, then entries on those proposal forms shall be entered or written legibly written in ink. In case of any conflict between words and numbers, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be

INSTRUCTIONS

rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder on satisfactory compliance with these General Instructions to Bidders.

6. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.

INSTRUCTIONS

- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

7. Bid Security

A. Required Bid Security. **A bid bond is not required for this contract**, however the (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

8. Submission of Bidder's Proposal

One original and two copies of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

INSTRUCTIONS

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

9. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

10. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

11. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership,

INSTRUCTIONS

individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

12. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely on, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 45 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 45 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

13. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder (“Effective Date of Award”). Owner will prepare two copies of the Contract based on Bidder’s Proposal and will submit them to the successful Bidder with the Notice of Award.

14. Finalization of Contract

A. Finalization Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all conditions precedent to signing the Contract before the 10th day after the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award (“*Finalization Date*”).

B. Conditions Precedent to Finalization. On or before the Finalization Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Finalization Date, and submit to Owner both copies of the Contract, the Contractor’s Certification, and all other required documentation related to the Contract on or before the Finalization Date; and (2) submit two executed copies of all required Bonds dated as of the Finalization Date and all certificates and policies of insurance.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Finalization. On the Finalization Date, and provided that all documents required to be submitted prior to or on the Finalization Date have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract and tender one copy to the successful Bidder at the Finalization. The successful Bidder shall tender a copy to its surety company or companies.

15. Failure to Execute

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the conditions precedent to finalization or to properly finalize and execute the Contract shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. On annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

16. Proprietary Information

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

VILLAGE OF WINNETKA
REQUEST FOR BIDS
VILLAGE LANDSCAPE MAINTENANCE SERVICES

BID PACKAGE

BIDDER’S PROPOSAL

Full Name of Bidder _____ (“Bidder”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

TO: Village of Winnetka (“Owner”)
510 Green Bay Road
Winnetka, IL 60093
Attention: Village Clerk

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder’s Proposal [if none, write “NONE”] (“Bid Package”).

Bidder acknowledges and agrees that all terms capitalized in this Bidder’s Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder’s Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package (“Work Site”) and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items for utility line clearance. (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and

PROPOSAL

in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the “Work.”

B. Manner and Time of Performance. If this Bidder’s Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder’s Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder’s Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following “Schedule of Prices” (“Price Proposal”), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

LANDSCAPE BID ITEM ACTIVITIES AND FREQUENCY:			
Letter	Activity	Definition	Frequency
A	Mowing	Cutting down grass to an acceptable level in designated areas on a routine basis. Also includes weed whipping. Remove clippings as needed.	Weekly
B	Pruning	Cutting/lopping off undesirable twigs, branches, roots, etc. from existing trees, shrubs and plantings in Spring and Fall. Hand Natural Pruning No Shears	Weekly
C	Trimming	Cutting, clipping, pairing existing trees, shrubs and plantings. No blowers, hand sweeping only from June-September. Hand Natural Pruning No Shears	Weekly
D	Bed Maintenance	Maintenance of existing plant beds including edging, pruning, trimming, watering, weed control and deadheading. Edging shall include removal of grass from edges of beds as well as curbs, sidewalks, etc. otherwise missed by mowing. Also includes hilling of roses. Hilling shall include the construction of 1’ high by 1’ wide mounds of compost/leaf mulch around the canes of the roses.	Weekly
E	Watering	Application of adequate water to trees, shrubs and plantings	As Directed

PROPOSAL

		including beds as assigned.	
F	Weed Control	Application of weed control spray in designated areas to eliminate existing and future unwanted weed growth. Designated areas to include sidewalks, curbs, islands, landscape areas etc. primarily in the commercial district corridor, Village Hall, Public Works, Police Department, and Fire Department.	Monthly
G	Trash Collection	Collection and disposal of refuse from existing trash containers in designated areas.	Weekly
H	Litter Pickup	Collection and disposal of miscellaneous refuse items throughout the designated area besides the existing trash containers.	Weekly
I	Mulching	Application, spreading and maintenance of mulch to designated areas. All plantings to be composted and chipped (depending on existing material in place) twice per season. Also includes islands.	Seasonally
J	Deadheading	Removal of dead flower heads from existing plants to encourage further blooming.	Seasonally
K	Edging	Cleaning up edges of beds; see bed maintenance	Weekly
L	Plantings (Flowers)	Planting of previously selected flowers in designated areas including beds.	As Directed
M	Fertilizer Application	Application of fertilizer in designated areas including grass and beds April- September.	3X/year (Late Spring, Early Summer, Early Fall)
N	Drainage Maintenance	Mowing, trimming, brush removal and litter pickup in designated drainage areas and channels.	As Directed
O	Clean Up (Leaf Collection)	Spring cleanup of winter debris, etc. and fall cleanup of all leaves done as needed.	As Specified
P	Fence line/Guard Rail Trimming	Trimming of areas surrounding fence lines and guard rails	Annually
PRICING OPTION BID AMOUNTS			
Area		Weekly Price	
1		\$	
2		\$	

PROPOSAL

3	\$
4	\$
5	\$
6	\$
7	\$
8	\$
9	\$
10	\$
11	\$
12	\$
13	\$
14	\$
15	\$
16	\$
17	\$
18	\$
19	\$
20	\$
21	\$

HOURLY RATES FOR ADDITIONAL MAINTENANCE ACTIVITIES

Please note: The Village may request that a combination of maintenance activities listed below be performed congruently at additional work locations. It shall be understood that in this case a mutually agreed to hourly rate will be determined prior to commencement of work, and shall not be paid for as a combination of the individual hourly rates for each activity.

PROPOSAL

Maintenance Activity	Hourly Rate
Mowing	\$
Pruning	\$
Bed Maintenance	\$
Watering	\$
Weed Control (Spraying)	\$
Trash Collection	\$
Litter Pickup	\$
Mulching	\$
Trimming	\$
Cultivating	\$
Deadheading	\$
Edging	\$
Plantings (Flowers)	\$
Fertilizer Application	\$

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
2. 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 are included in this Schedule of Prices; and
3. 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 are included in this Schedule of Prices.

All claim or right to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11 and that Bidder has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish on request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

A bid security is not required.

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or five percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED: _____, 20____.

Bidder

Attest

By: _____

By: _____

Title: _____

Title: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
VILLAGE LANDSCAPE MAINTENANCE SERVICES**

BID PACKAGE

BIDDER'S SWORN ACKNOWLEDGEMENT

_____ (“Deponent”), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder’s Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder’s Proposal and that the statements contained in its Bidder’s Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Individual

Bidder is an individual as follows:

Full name: _____

Residence address: _____

Business address: _____

If operating under a trade or assumed name that name is: _____

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ (____)	_____
_____ (____)	_____
_____ (____)	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = “C”; Partnership = “P”; and Individual = “I”) and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED: _____, 20____.

Bidder

Attest

By: _____

By: _____

Title: _____

Title: _____

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

Notary Public

My commission expires: _____, 20____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
VILLAGE LANDSCAPE MAINTENANCE SERVICES**

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

_____ (“Deponent”), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder’s Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder’s business: _____

2. Composition of Work

During the past three years, Bidder’s work has consisted of:

_____% Federal	_____% As Contractor	_____% Bidder’s Forces
_____% Other Public	_____% As Subcontractor	_____% Subcontractors
_____% Private		_____% Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: _____ years

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____

PROJECT ONE

PROJECT TWO

PROJECT THREE

Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED: _____, 20____.

Bidder

Attest

By: _____

By: _____

Title: _____

Title: _____

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

Notary Public

My commission expires: _____, 20____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
VILLAGE LANDSCAPE MAINTENANCE SERVICES**

BID PACKAGE

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: _____	FROM: Village of Winnetka
_____	510 Green Bay Road
_____	Winnetka, IL 60093
("Contractor")	("Owner")

On _____, 20___, Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated _____, 20___, in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) **Furnish and provide all necessary machinery, tools, apparatus, labor and other means of construction; and to do all of the work and disposal of debris, and furnish all of the materials specified in the contract;** (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

The Contract will be finalized and executed no later than _____, 20___, at the above listed office of Owner. The Contract will be executed by Owner provided that all conditions precedent to finalization have been satisfied. Contractor must have complied with all conditions precedent to finalization set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before this date.

The failure or refusal to comply with the conditions precedent to finalization on or before the Finalization Date or to execute the Contract on the Finalization Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

DATED: _____, 20____.

Village of _____

By: _____
Name

Title

**VILLAGE OF WINNETKA
CONTRACT FOR
VILLAGE LANDSCAPE MAINTENANCE SERVICES**

Contract Number: [*RFB #020-023*]

**VILLAGE OF WINNETKA
CONTRACT FOR
VILLAGE LANDSCAPE MAINTENANCE SERVICES**

Contract Number: [*RFB #020-023*]

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Contractor’s Certification

Attachment A: Specifications

**VILLAGE OF WINNETKA
CONTRACT FOR
VILLAGE LANDSCAPE MAINTENANCE SERVICES**

Contract Number: [*RFB #020-023*]

In consideration of the mutual promises set forth below, the *Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093*, an Illinois municipal corporation (“Owner”), and *[name and address of successful bidder]*, a *[form of organization]* (“Contractor”), make this Contract as of _____, 20____, (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.
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 Documents/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 *three* complete sets for each Required Submittal. All Required Submittals, except Documents/Drawings, must be prepared on white 8-1/2” x 11”.

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 Documents/Documents/Drawings identified in Attachment A, 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 Documents/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 Contract 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 Documents/Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment A.

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 A 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 A 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 below. 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 below.

This table is intended as a general guide. In the event that the activities to be performed don't fall into one of the following categories, the Village may require more or less coverage than indicated below.	Total Limit of Liability (In Millions) Per Project	Worker’ s Compensation and Employers Liability	Comm’ General Liability	Comprehensive Form	Premises/Operations	Underground Explosion & Collapse	Produces/Completed Operations	Contractual	Independent Contractors	Broad Form Property Damage	Auto Liability	Any Auto	Garage Liability	Aircraft Liability
Landscaping – Lawn maintenance, gardening, etc.	2	X	X	X			X	X	X		X	X		
The contractor or service provider shall indemnify and hold harmless the Village, its agents, officials and employees against all injuries, deaths, claims, liabilities, costs and expenses, etc., which may accrue against the Village in consequence of the granting of this agreement.														

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its 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, 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, Documents/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:

Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 Attention: <u>Public Works Director</u>	<u>with a copy to:</u> Elrod Friedman, LLP 325 North 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>[name of successful bidder]</u> <u>[address of successful bidder]</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) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); 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 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 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 is 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.

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

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

[name of contractor]

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__.

[name of contractor]

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
VILLAGE LANDSCAPE MAINTENANCE SERVICES**

ATTACHMENT A

SECTION 1: SPECIAL CONDITIONS

1) PREMISE:

This agreement under which these contractual services are to be provided will be under the direct supervision of the Director of Public Works or authorized representatives. Any alterations or modifications of the work performed under this agreement shall be made only by written agreement between the Contractor and the Village and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

2) QUALIFICATIONS:

Qualified vendors must have at least five years' experience in the areas of mowing, litter pickup, cultivating, spraying, pruning, deadheading, edging, and trimming of beds and around trees. Vendors shall provide with its quote, a list of at least three commercial or municipal references. The references shall be of similar or larger size contracts and are current customers or have been customers in the last three years. The references shall include the name, address and telephone number of the customer and the contact person for each job.

3) CHANGES IN THE SCOPE OF THE CONTRACT:

The Village may, by written order, make changes in the general scope of the contract and in the specifications. The contractor will be given as much advance notice as is practical when, for example, a section or location of the Village may added or deleted from the contract. If the changes so ordered cause an increase or decrease in the price of the contract an equitable adjustment will be made and the contract will be modified accordingly. The Village of Winnetka shall have the right at its discretion to increase or decrease the total quantities of the contract by +/- 10% without an cause of change in proposed rates.

4) LIQUIDATED DAMAGE CLAUSE:

If at any time, the minimum tasks as outlined are not performed in accordance with the specifications, the amount of fee may be reduced by the amount equal to the costs associated with the Village seeking a secondary vendor to complete the tasks appropriately plus \$500 per calendar day. This amount will be deducted in the form of a liquidated damage and not as a penalty.

5) TERMINATION OF CONTRACT:

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village Board of Trustees. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event of default by the contractor. Default is defined as failure of the contractor to perform any provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated. The contractor shall be liable for any excess cost for such similar supplies or services unless acceptable evidence is submitted to the Purchasing

Agent that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the contractor.

6) SCOPE OF SERVICES:

The contractor shall become fully acquainted with the nature of the work, the areas at which work is to be accomplished, and the conditions affecting the cost and performance of the equipment necessary to complete the intent of landscape maintenance services in an acceptable manner in accordance with these specifications. The contractor shall be required to perform bed and plant maintenance including plant removals and plantings, watering, mulching, edging, hand & chemical weed control, fertilizers, mowing, plant and tree trimming, pruning, and wind-blown trash collection work at all the following locations presented in this bidding documents. Bidder shall refer to the detailed exhibits for all locations and assigned tasks (see attachment A).

7) WORK CREW SUPERVISION:

The Contractor shall provide a qualified foreman to supervise each crew engaged in working under this agreement. The foreman must be able to converse in the English language and shall be authorized by the Contractor to accept and act on directives from an authorized representative of the Village. Failure to do so shall be sufficient cause for the Village to give notice that the Contractor is in default of the agreement unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications. In the event only one person is assigned under this agreement, such person shall be considered the foreman and must meet the previously stated requirements. Except for emergencies, the same personnel shall perform the same work each day.

8) PROTECTION OF PUBLIC AND PRIVATE PROPERTY:

The Contractor shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the Contractor's operations.

- a. Any practice obviously hazardous in the opinion of an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- b. The Contractor shall comply with all OSHA and other Federal and State safety standards including Employee Right to Know Programs.
- c. Contractor shall 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 permission from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

9) LOCATION AND SCHEDULE OF WORK:

Work under the terms of these specifications will be conducted at the locations specified on the attached exhibits as well as the specific locations identified landscape maintenance services.

- a. The Contractor shall establish a general **schedule for the completion of the work** outlined by this contract. The schedule shall be submitted to the Director of Public Works at the commencement of the agreement and shall be updated at any time revisions in the schedule occur. The schedule shall include the general order and locations in which daily tasks will be accomplished.
- b. All landscape maintenance services to **begin March 15th** of the given contractual year. All landscape maintenance services **are to end November 20th** of the given contractual year.

10) MATERIALS AND EQUIPMENT:

- a. Village to furnish. In support of this agreement, the Village will supply the following at no cost to the Contractor:
 - i. Mulch/Compost as required.
 - ii. Adequate trash receptacles for refuse disposal.
 - iii. A central point for refuse disposal.

- iv. A designated outside location at the Public Works Facility, located at 1390 Willow Road, or appropriate to store equipment difficult to transport that will be used for the maintenance activities germane to the scope of this contract.
- b. Contractor to furnish. The Contractor shall provide at his sole expense all materials, equipment and supplies needed to complete the work with the exception of those items being provided by the Village as itemized in paragraph (10a) above. The items to be furnished by the Contractor shall include but not be limited to the following:
 - v. All equipment necessary to complete described landscape maintenance services, including but not limited to weekly mowing, weed control, litter pickup, cultivating, spraying, pruning, deadheading, mulching, edging, and trimming of beds and around trees.
 - vi. A listing of equipment and materials to be used. All materials and equipment shall be of industrial or commercial type and are to be approved by the Village prior to their use. The Contractor shall provide to the Village a list for approval of any materials or equipment prior to any items being stored at the Public Works Facility.
 - vii. A record of all Safety Data Sheets for those products and materials used or stored on Village property shall be maintained on-site at all times for public reference.
 - viii. All appropriate protective/safety equipment and clothing necessary for work crew members to perform tasks safely in compliance with federal and state regulations and product manufactures instructions.

11) DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY:

- a. The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, 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 shall 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 shall, 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 shall exist without regard to, and shall 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.

12) CLEANING STANDARDS AND WORKMANSHIP:

It is the intent of these specifications for the Contractor to provide a high level of service in the performance of landscaping maintenance and in the general interaction with the public at all times. The following statements indicate general standards and workmanship to be furnished under this agreement:

- a. The Contractor shall ensure that all landscaping work is performed in a safe and timely manner. Efforts will be made to ensure the least amount of impact to the surrounding businesses and the general public during operations.
- b. The Contractor will ensure that appropriate safety measures including signage and traffic control protection is used during the performance of landscaping maintenance activities.

- c. The contractor will ensure a timely responsiveness to all concerns and complaints that may be received by staff.

13) TURF FERTILIZATION AND WEED CONTROL

- a. Fertilization and weed control activities are included in this Contract and will be handled on a case by case basis as directed. Fertilizer use will comply with the City's ban on phosphorus. Organic fertilizers are preferred. The Village of Winnetka has made a commitment to reduce or eliminate the use of chemical herbicides and pesticides. Accordingly no weed and feed products, pesticides or herbicides will be used on turf except for those classified by the United States Environmental Protection Agency as exempt materials under 40CRF 152.25, or those pesticides of a character not requiring FIFRA regulation. Weed management in turf areas should be accomplished by hand pulling, or spot treating with organic herbicides such as essential oil based, vinegar based or fatty acid products. Examples include, but are not limited to, Burnout and Phydura.
- b. The contractor will be required to provide a list of all licensed applicators to include a copy of issued license for each.

14) COMPLETION OF WORK

- a. Schedule: The Contractor shall perform his work in accordance with the schedules submitted to and as presented in the attached documents for proposed work. The schedule will indicate the day, date or period by which the scheduled task will be completed.
- b. Regular Reporting: It shall be the Contractor's responsibility to assign a full time Winnetka dedicated crew of sufficient manpower, skill diversity and experience to complete the assigned tasks irrespective of sickness, holidays, vacations or other personnel matters. The report will indicate the name of the Foreman and an alternate foreman of which will be assigned to oversee services and be on sight at all times. The Foreman shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Foreman will schedule and coordinate all services and functions as required by the agreement and as specified in the task schedule.
- c. Meetings. The Foreman will meet with the Director of Public Works or his designee Operations on a bi-weekly basis, more frequently if necessary, to discuss schedules, problems, needs and mutual areas of concern. The Contractor shall establish a system whereby notice can be given by the Village to the Contractor indicating problems, complaints and other agreement discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests

15) WORKING HOURS:

The Contractor shall schedule normal work activities, exclusive of Village holidays, during normal working hours 7:00AM to 7:00PM Monday through Friday. Permission to work on weekends or during different times may be granted on a case by case basis if the Village deems it appropriate to ensure the work is completed in a timely manner and provides a benefit to the Village. The Contractor shall be available and provide a telephone number for 24 hour emergency call back for emergency situations.

16) SECURITY AND ACCESS:

The Contractor will be working in several areas which have limited access. All such areas shall be maintained in a secured condition at all times and these areas shall be cleaned and restored to their original condition immediately upon completing the required work.

17) CONTRACTOR ACCESS:

The Contractor shall be allowed access to designated public areas to perform the required work in accordance with the times set forth in paragraphs above. All activities of the Contractor will be coordinated through the Director of Public Works or his designee.

18) PERSONNEL REQUIREMENTS:

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work employed to perform. All employees assigned by the contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Foreman shall be fluent in the English language and be authorized by the Contractor to accept and act upon all directives issued by the Director of Public Works or his designee. The Contractor is responsible and liable for any wrongful actions of his employees.

19) SPECIAL AND UNFORESEEN WORK:

Due to the generalized nature of the work under this agreement, instances may occur where the Village desires to have additional landscaping installed beyond the original intent of this agreement. Payment for these services will be made based on the bid proposal hourly rate submitted to these specifications and any negotiations between the Contractor and the Director of Public Works or his designee, prior to the performance of the additional work.

END OF SPECIAL CONDITIONS

SECTION 2: SCOPE OF WORK

LANDSCAPE BID ITEM ACTIVITIES AND FREQUENCY:			
Letter	Activity	Definition	Frequency
A	Mowing	Cutting down grass to an acceptable level in designated areas on a routine basis. Also includes weed whipping. Remove clippings as needed.	Weekly
B	Pruning	Cutting/lopping off undesirable twigs, branches, roots, etc. from existing trees, shrubs and plantings in Spring and Fall. Hand Natural Pruning No Shears	Weekly
C	Trimming	Cutting, clipping, pairing existing trees, shrubs and plantings. No blowers, hand sweeping only from June-September. Hand Natural Pruning No Shears	Weekly
D	Bed Maintenance	Maintenance of existing plant beds including edging, pruning, trimming, watering, weed control and deadheading. Edging shall include removal of grass from edges of beds as well as curbs, sidewalks, etc. otherwise missed by mowing. Also includes hilling of roses. Hilling shall include the construction of 1' high by 1' wide mounds of compost/leaf mulch around the canes of the roses.	Weekly
E	Watering	Application of adequate water to trees, shrubs and plantings including beds as assigned.	As Directed
F	Weed Control	Application of weed control spray in designated areas to eliminate existing and future unwanted weed growth. Designated areas to include sidewalks, curbs, islands, landscape areas etc. primarily in the commercial district corridor, Village Hall, Public Works, Police Department, and Fire Department.	Monthly
G	Trash Collection	Collection and disposal of refuse from existing trash containers in designated areas.	Weekly
H	Litter Pickup	Collection and disposal of miscellaneous refuse items throughout the designated area besides the existing trash containers.	Weekly
I	Mulching	Application, spreading and maintenance of mulch to designated areas. All plantings to be composted and chipped (depending on existing material in place) twice per season. Also includes islands.	Seasonally
J	Deadheading	Removal of dead flower heads from existing plants to encourage further blooming.	Seasonally
K	Edging	Cleaning up edges of beds; see bed maintenance	Weekly
L	Plantings	Planting of previously selected flowers in designated areas including beds.	As Directed

	(Flowers)		
M	Fertilizer Application	Application of fertilizer in designated areas including grass and beds April- September.	3X/year (Late Spring, Early Summer, Early Fall)
N	Drainage Maintenance	Mowing, trimming, brush removal and litter pickup in designated drainage areas and channels.	As Directed
O	Clean Up (Leaf Collection)	Spring cleanup of winter debris, etc. and fall cleanup of all leaves done as needed.	As Specified
P	Fence line/Guard Rail Trimming	Trimming of areas surrounding fence lines and guard rails	Annually

PRICING OPTION BID AMOUNTS

Area	Weekly Price
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$
8	\$
9	\$
10	\$
11	\$
12	\$
13	\$

14	\$
15	\$
16	\$
17	\$
18	\$
19	\$
20	\$
21	\$

HOURLY RATES FOR ADDITIONAL MAINTENANCE ACTIVITIES

Please note: The Village may request that a combination of maintenance activities listed below be performed congruently at additional work locations. It shall be understood that in this case a mutually agreed to hourly rate will be determined prior to commencement of work, and shall not be paid for as a combination of the individual hourly rates for each activity.

Maintenance Activity	Hourly Rate
Mowing	\$
Pruning	\$
Bed Maintenance	\$
Watering	\$
Weed Control (Spraying)	\$
Trash Collection	\$
Litter Pickup	\$
Mulching	\$
Trimming	\$
Cultivating	\$
Deadheading	\$

Edging	\$
Plantings (Flowers)	\$
Fertilizer Application	\$

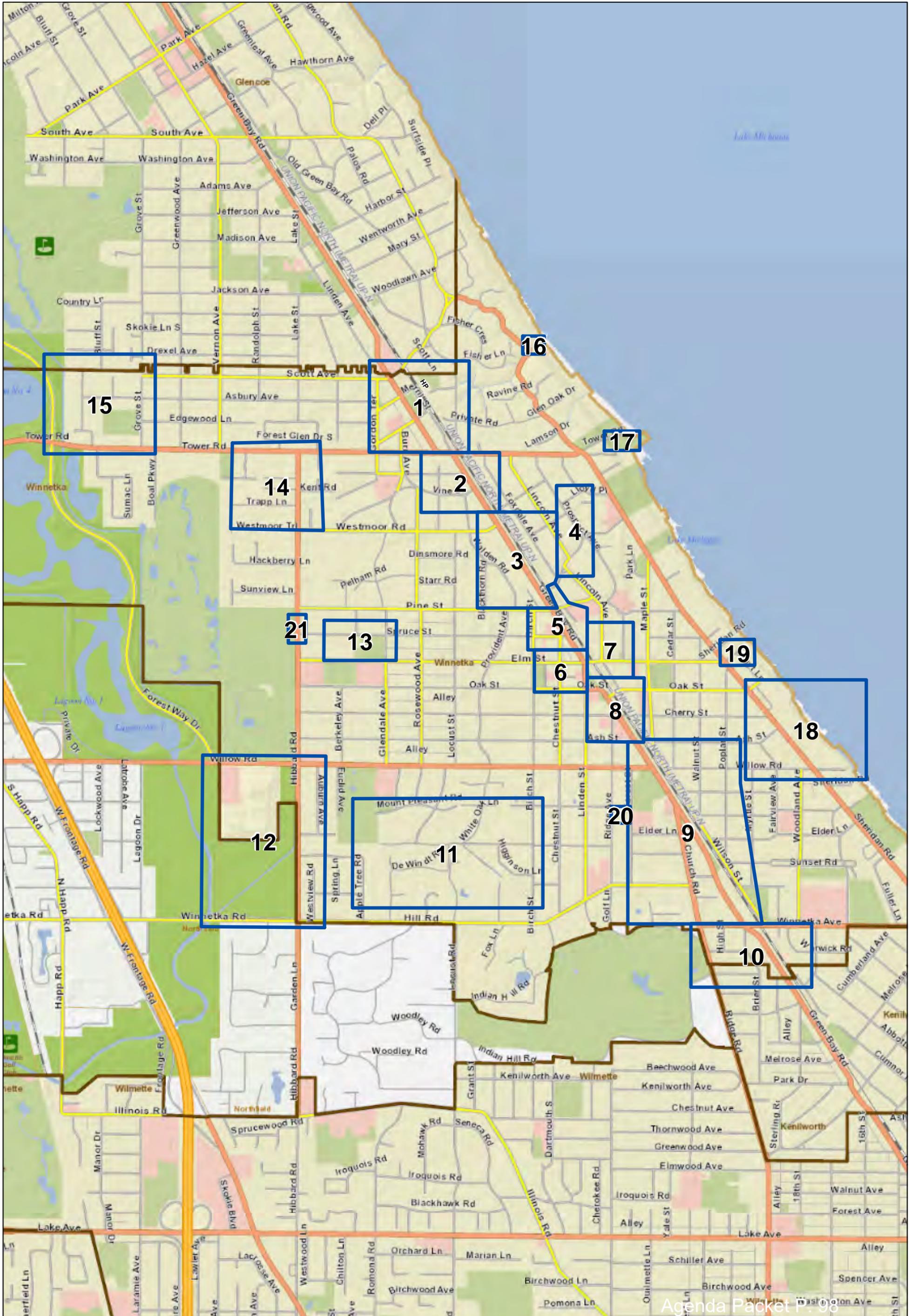
SECTION 3: LANDSCAPING AREA MAPS



Landscaping Maintenance

Village of Winnetka

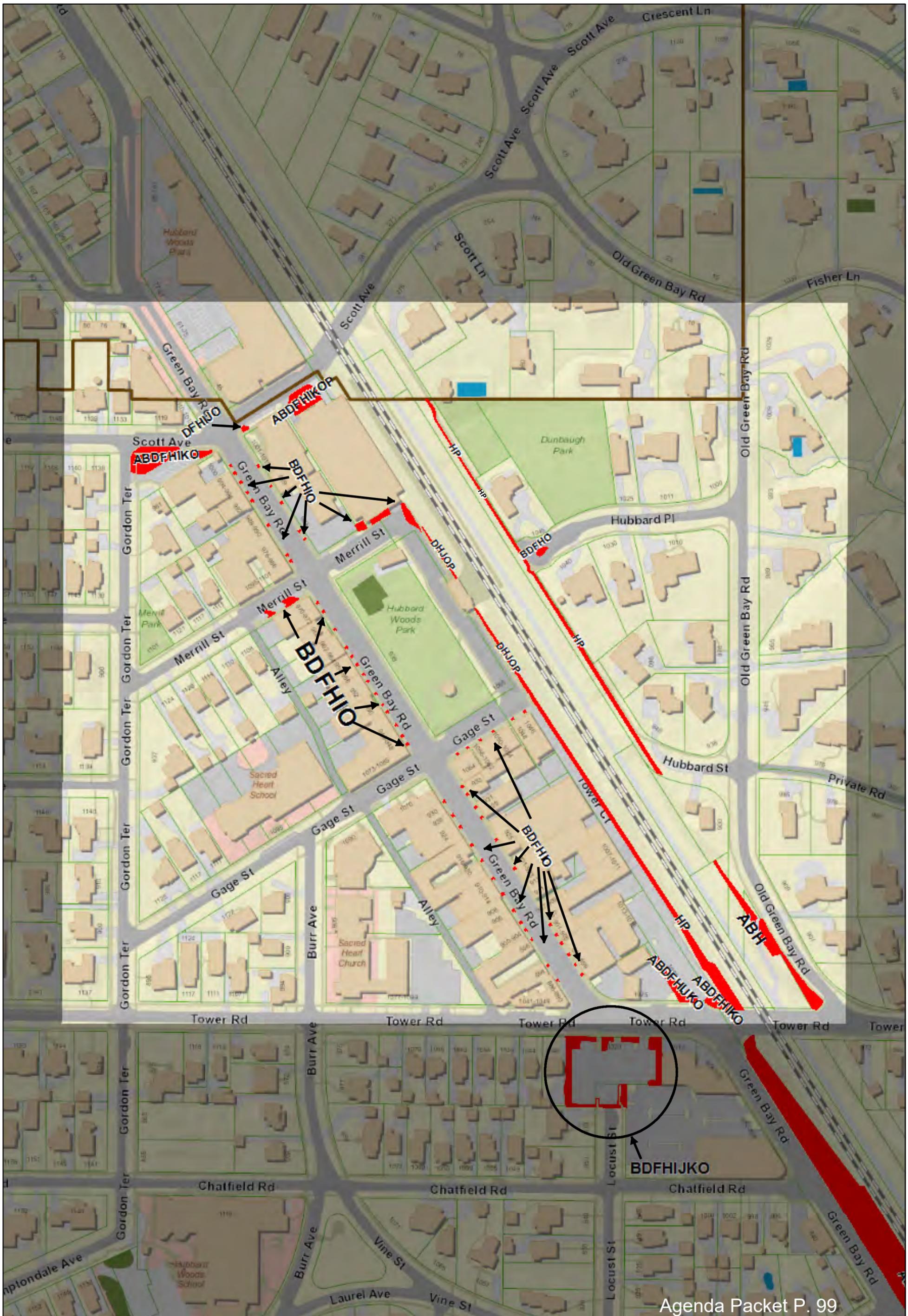
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Landscaping Maintenance

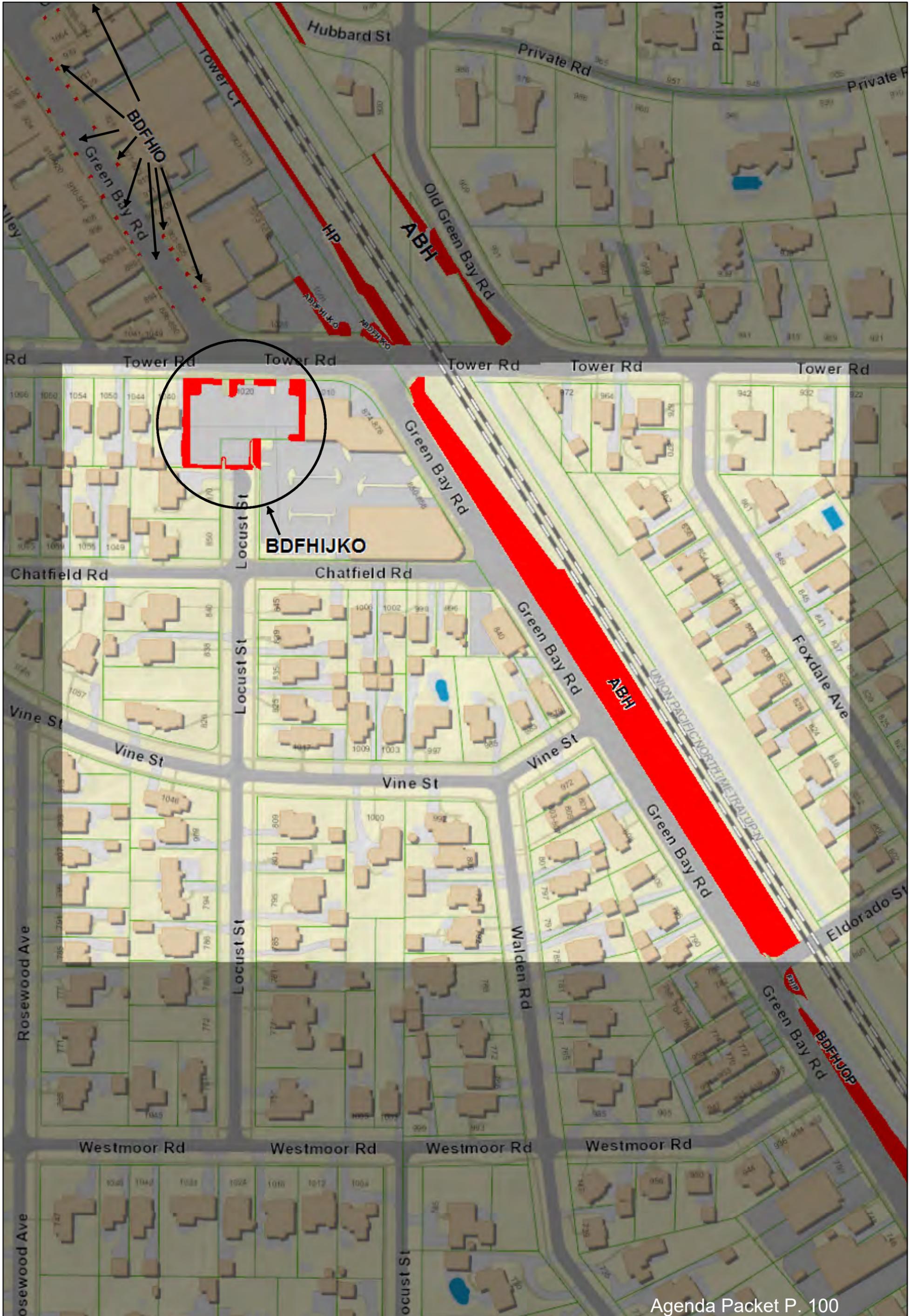
Village of Winnetka





Landscaping Maintenance

Village of Winnetka





Landscaping Maintenance

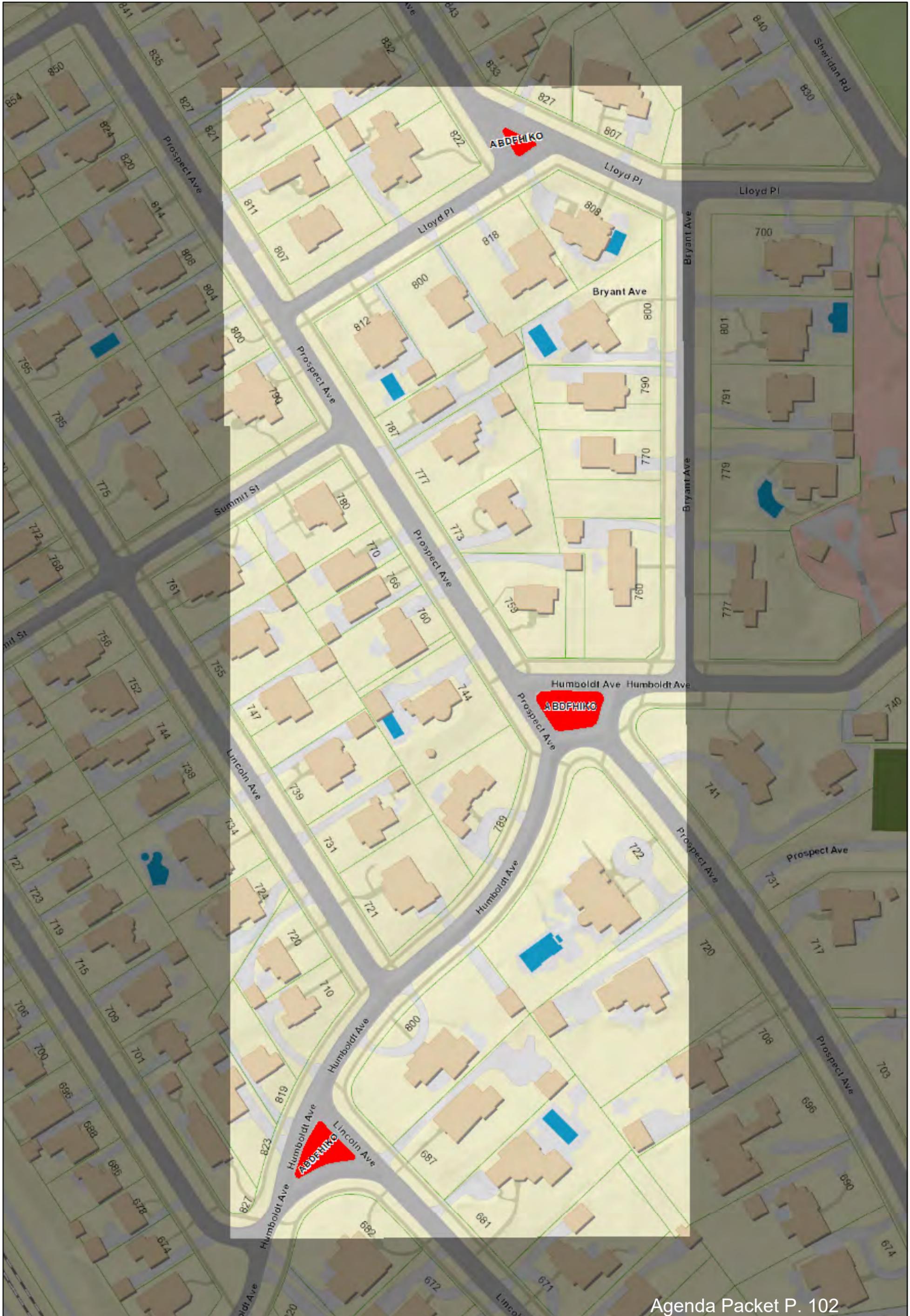
Village of Winnetka





Landscaping Maintenance

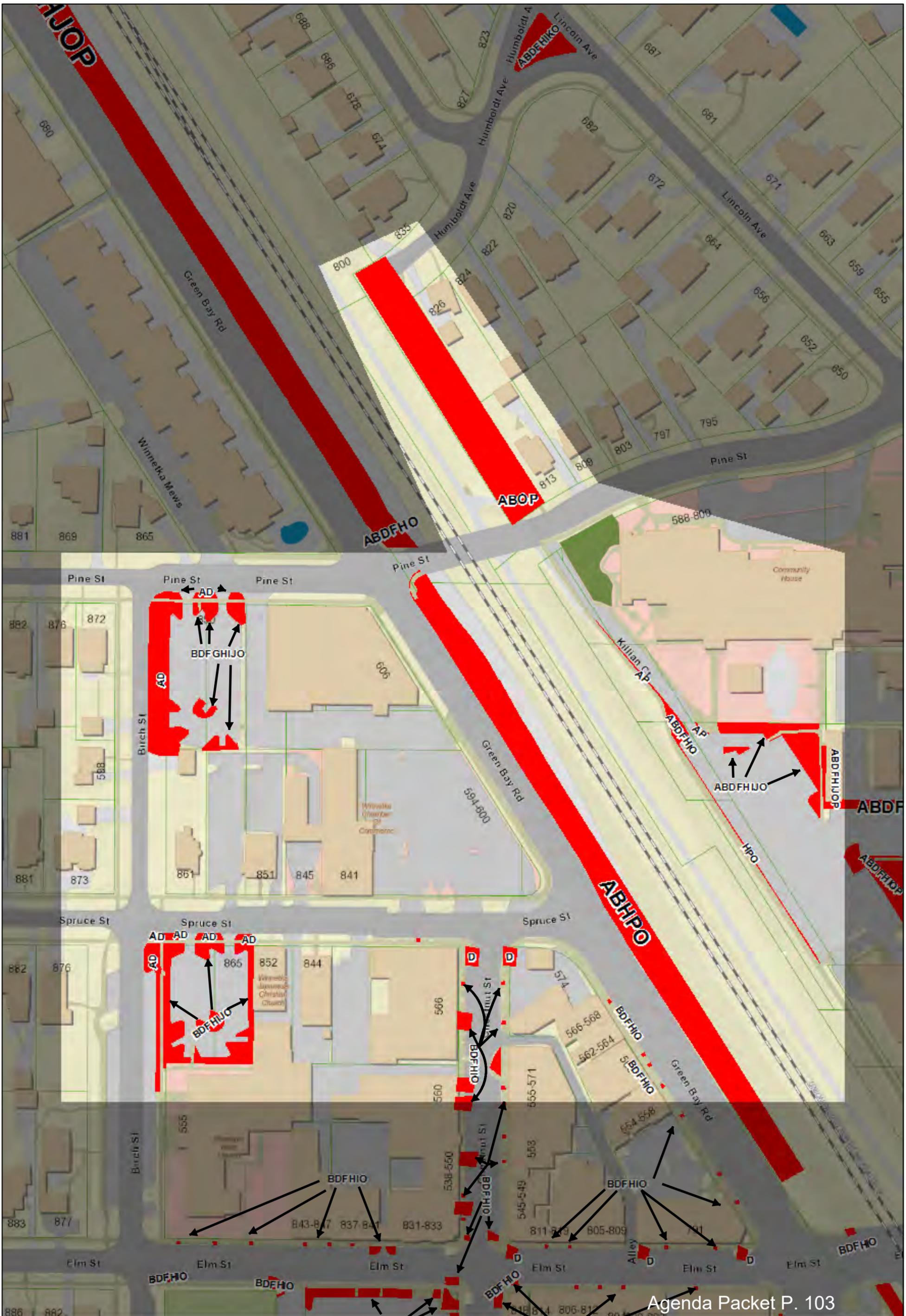
Village of Winnetka





Landscaping Maintenance

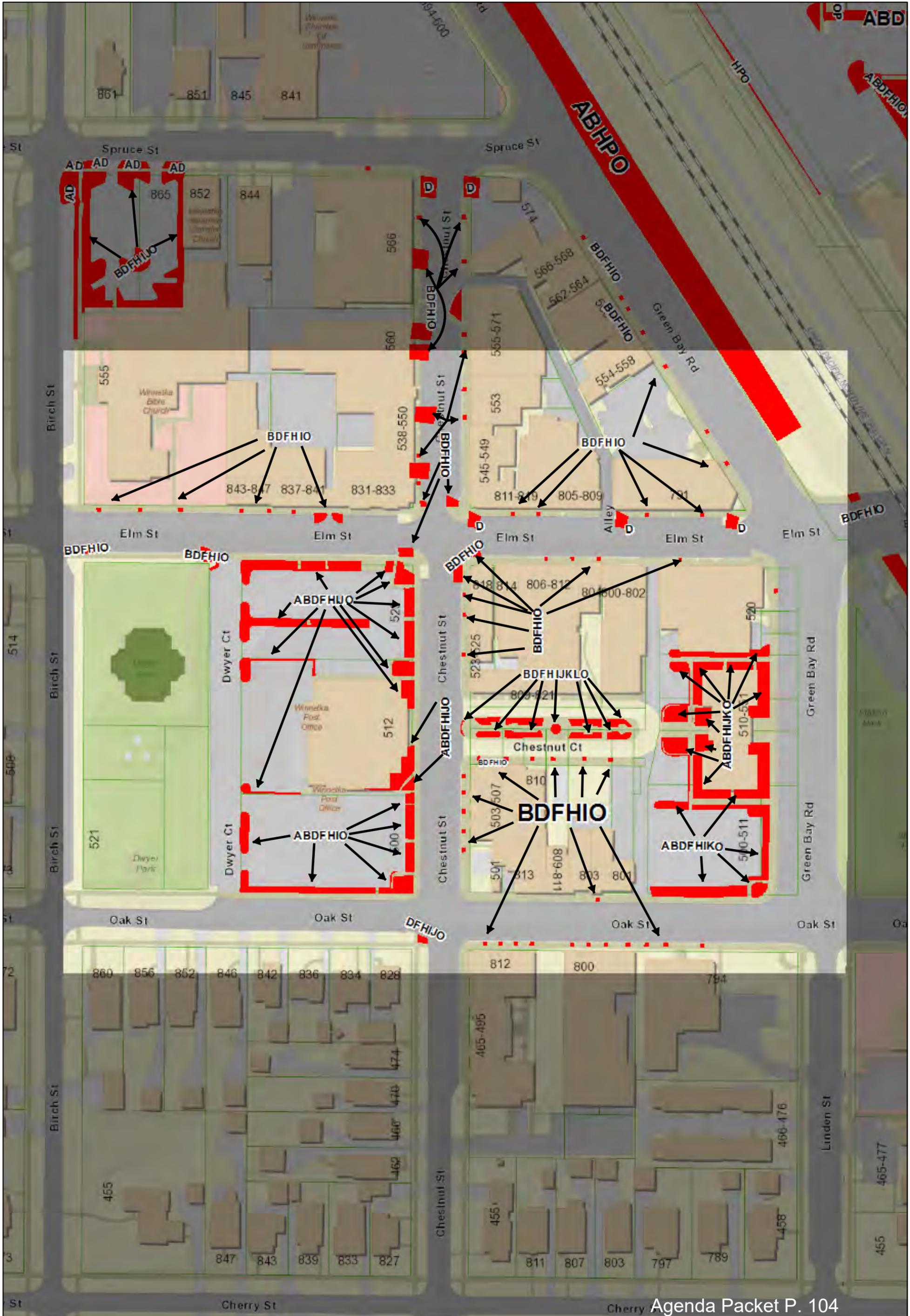
Village of Winnetka





Landscaping Maintenance

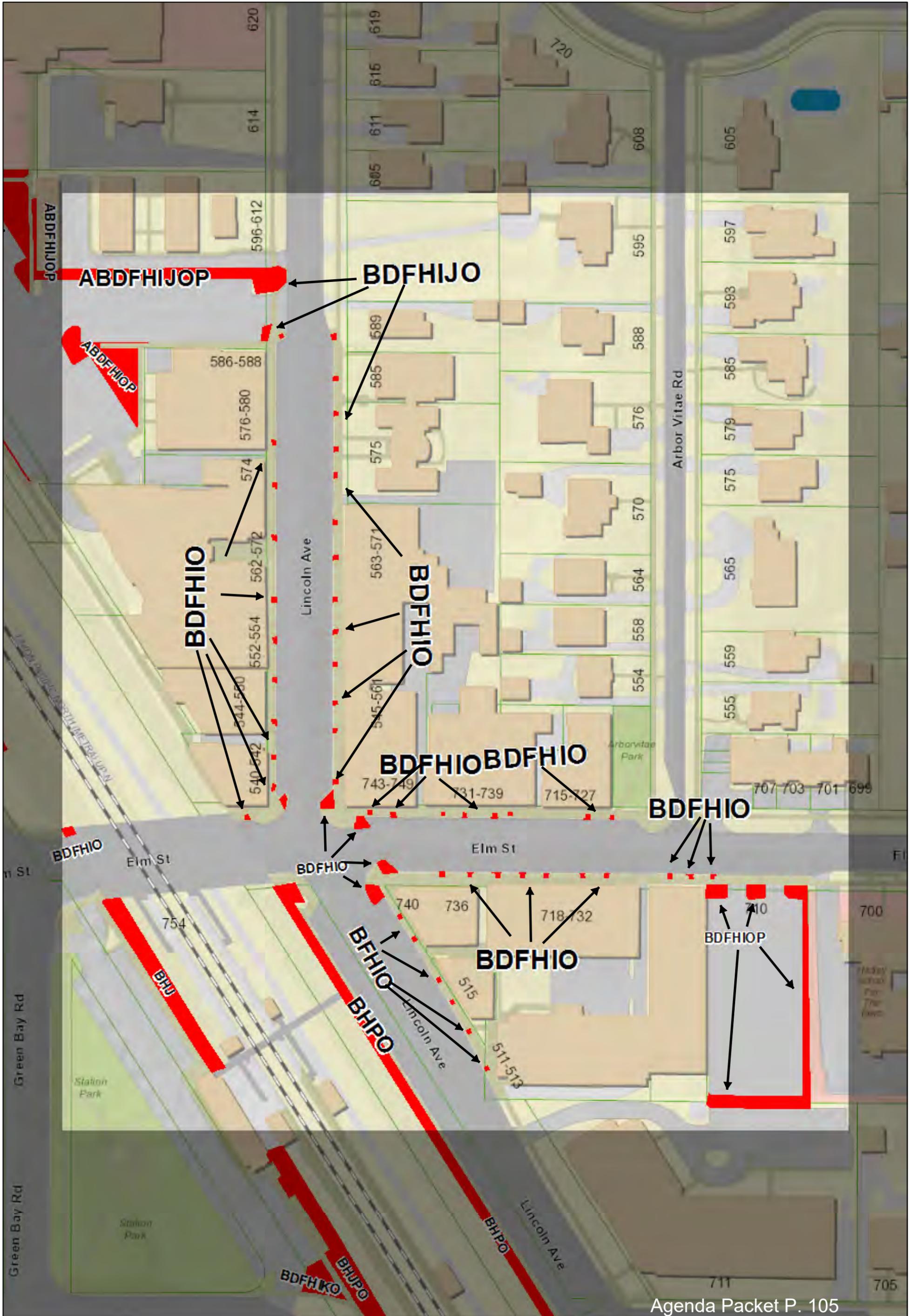
Village of Winnetka





Landscaping Maintenance

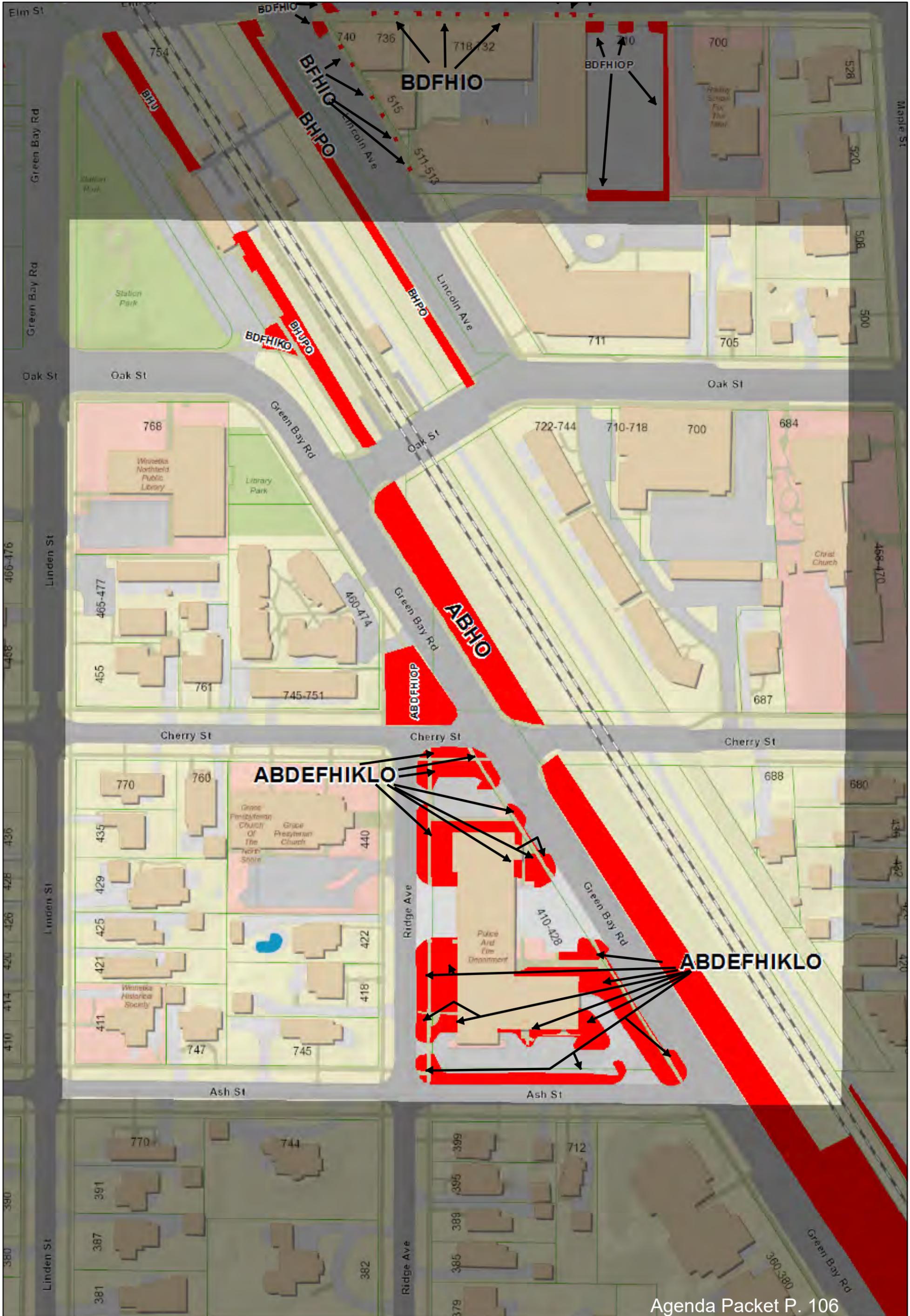
Village of Winnetka





Landscaping Maintenance

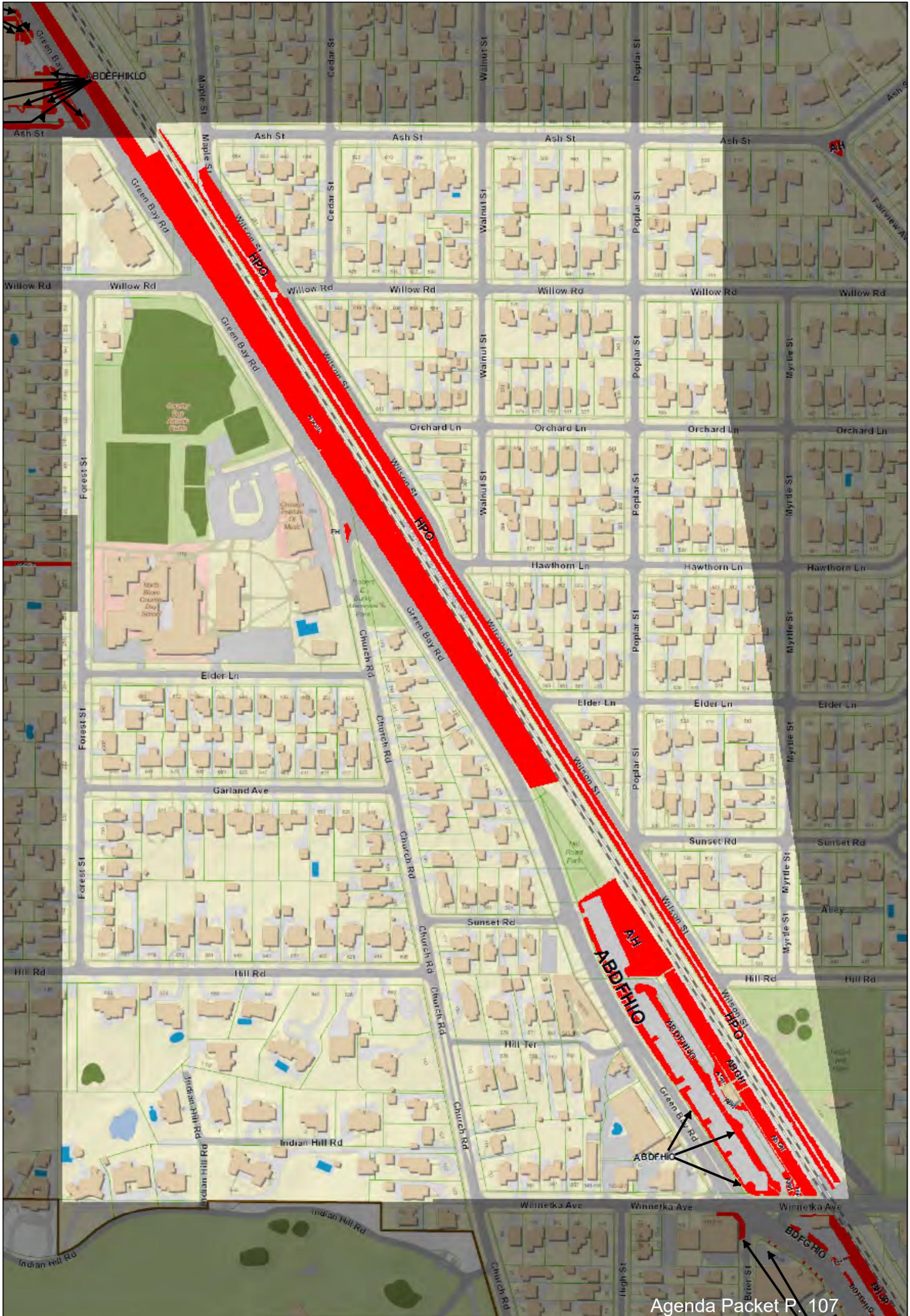
Village of Winnetka





Landscaping Maintenance

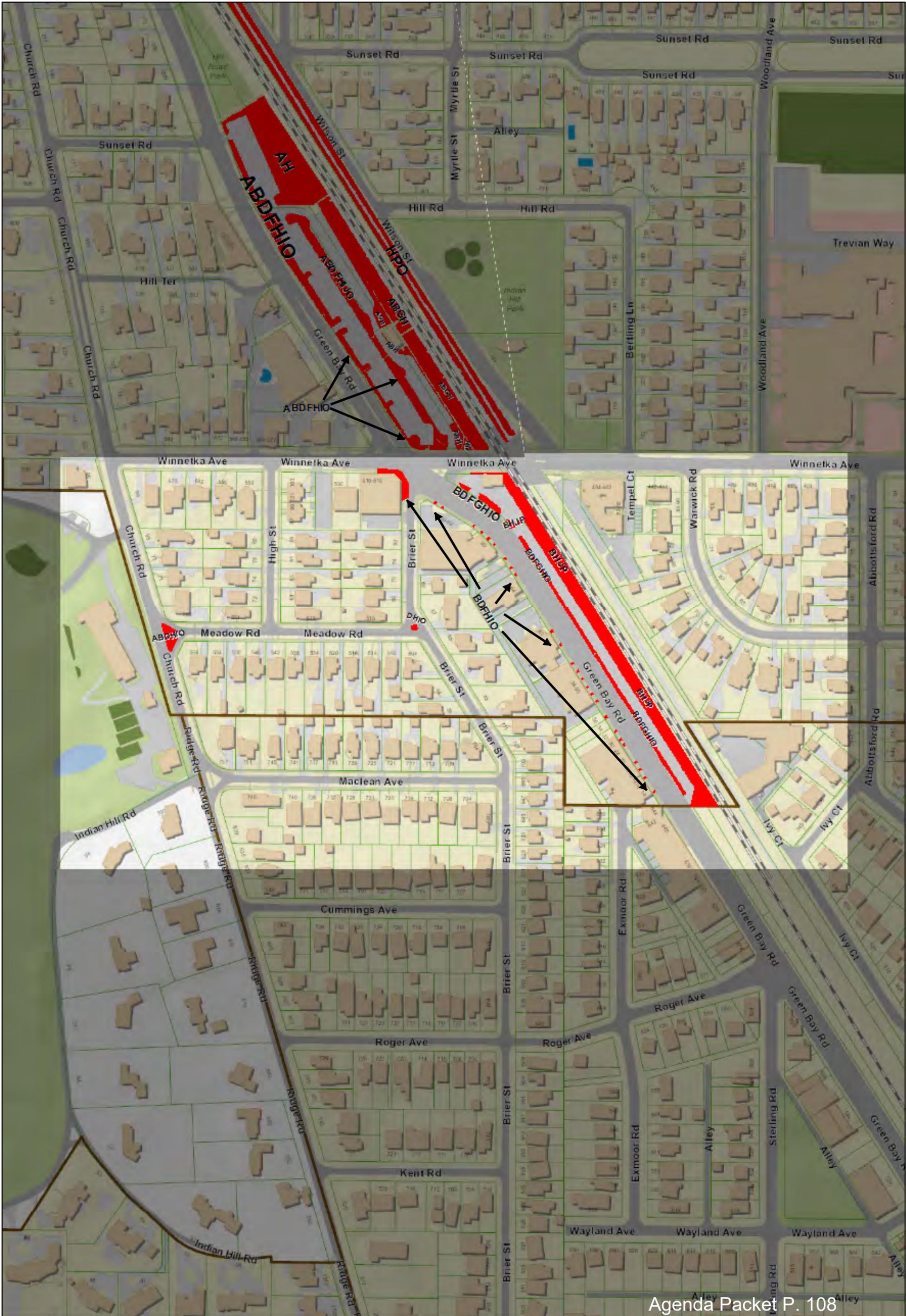
Village of Winnetka





Landscaping Maintenance

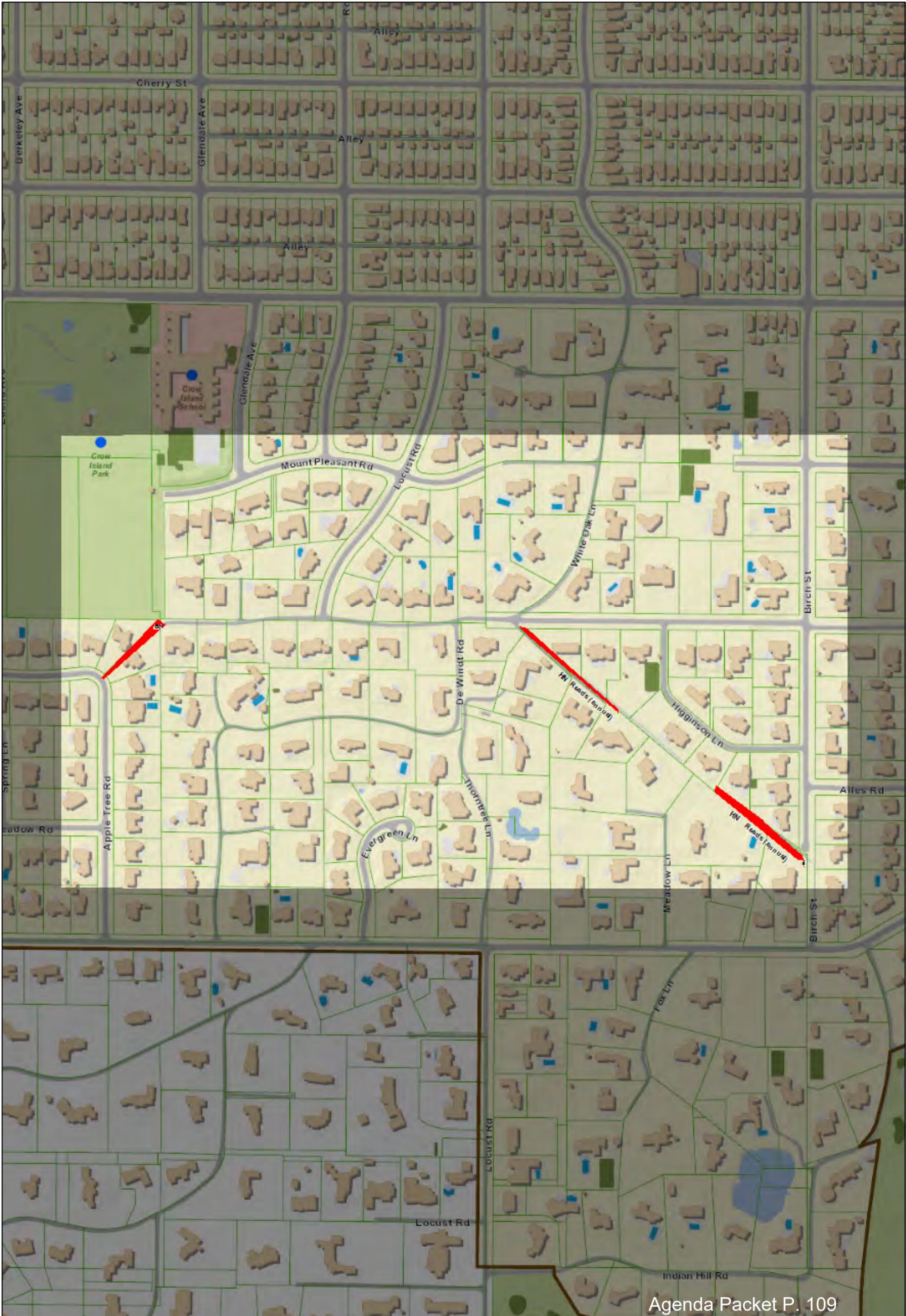
Village of Winnetka





Landscaping Maintenance

Village of Winnetka





Landscaping Maintenance

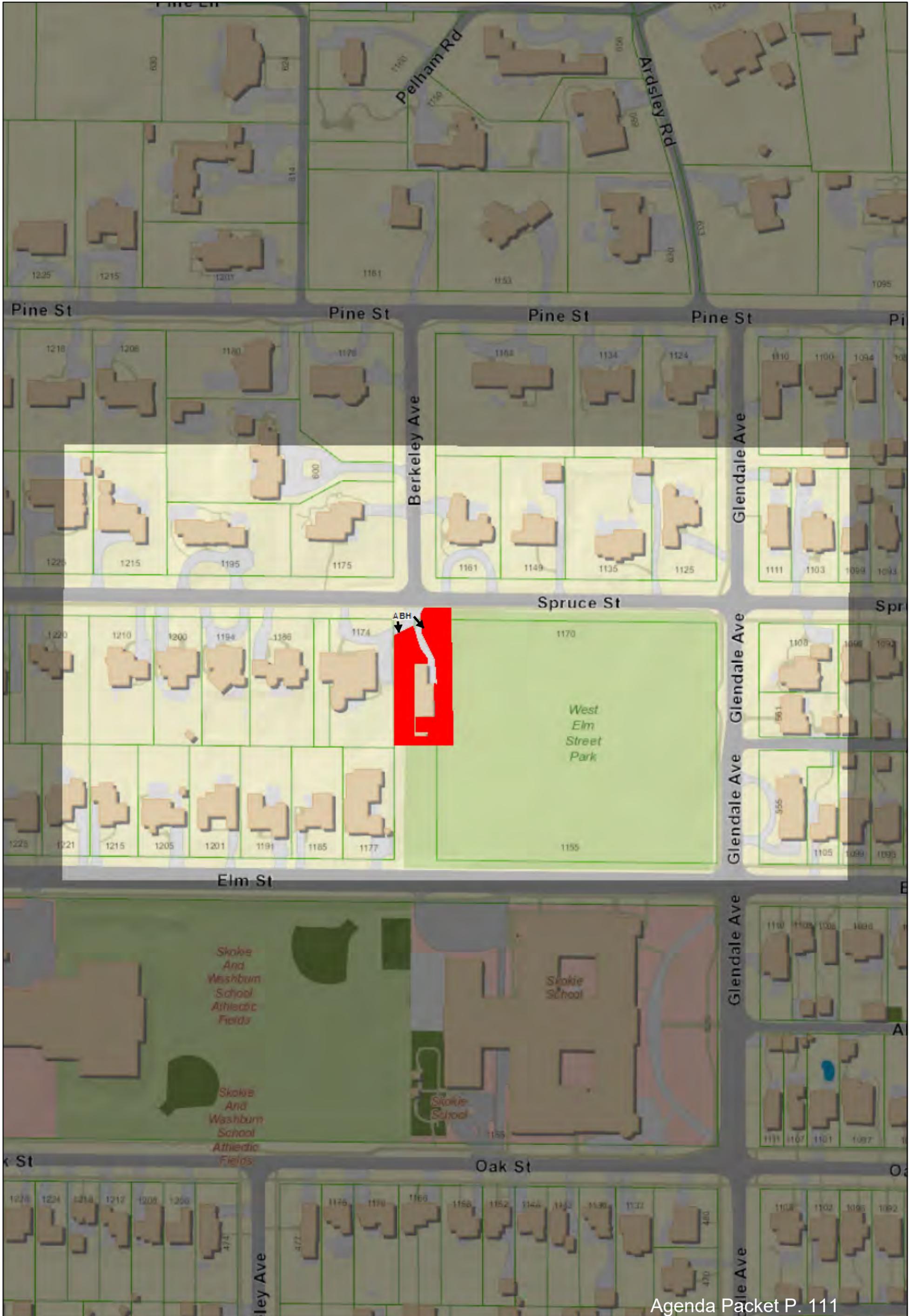
Village of Winnetka





Landscaping Maintenance

Village of Winnetka





Landscaping Maintenance

Village of Winnetka





Landscaping Maintenance

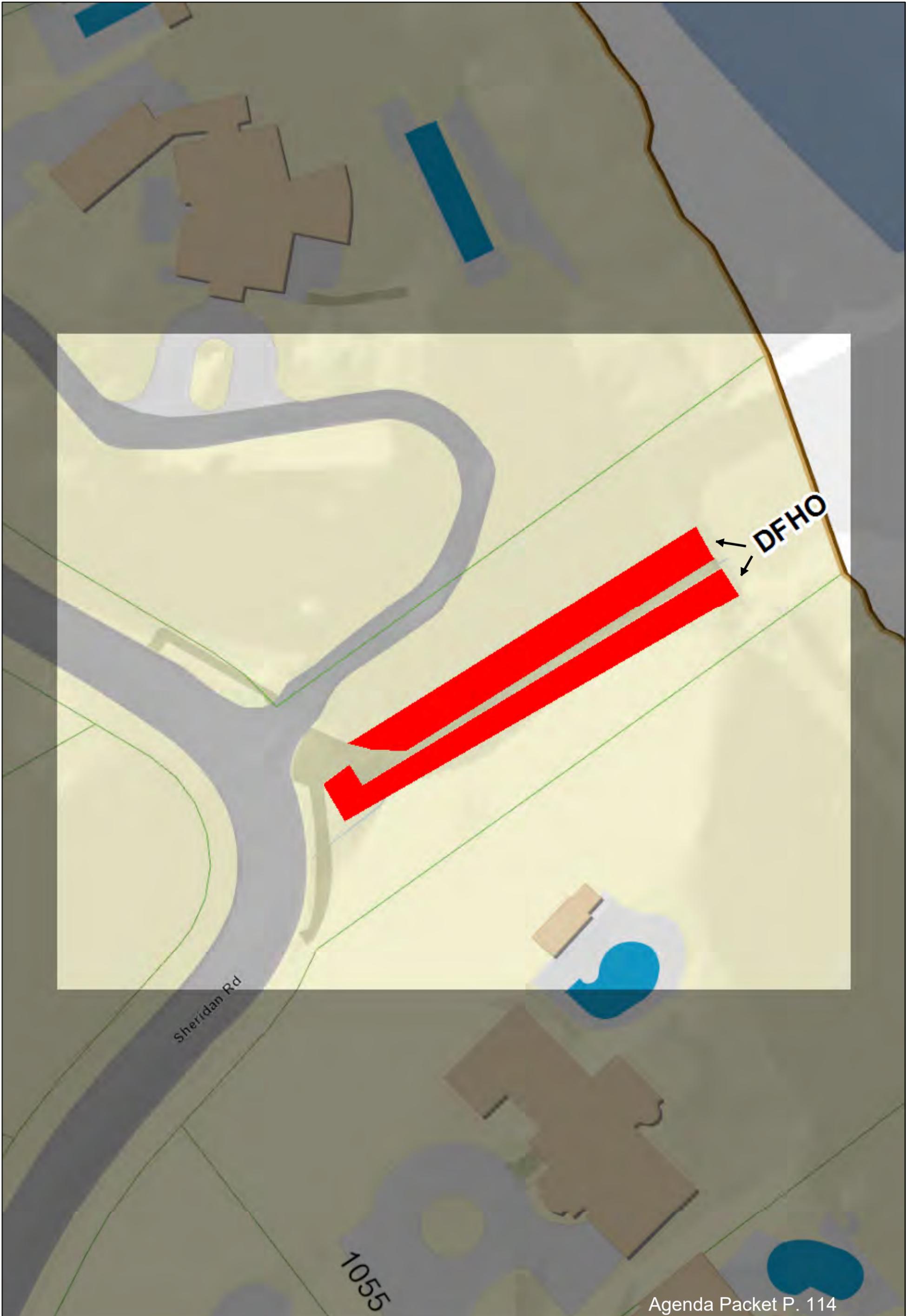
Village of Winnetka





Landscaping Maintenance

Village of Winnetka





Landscaping Maintenance

Village of Winnetka





Landscaping Maintenance

Village of Winnetka





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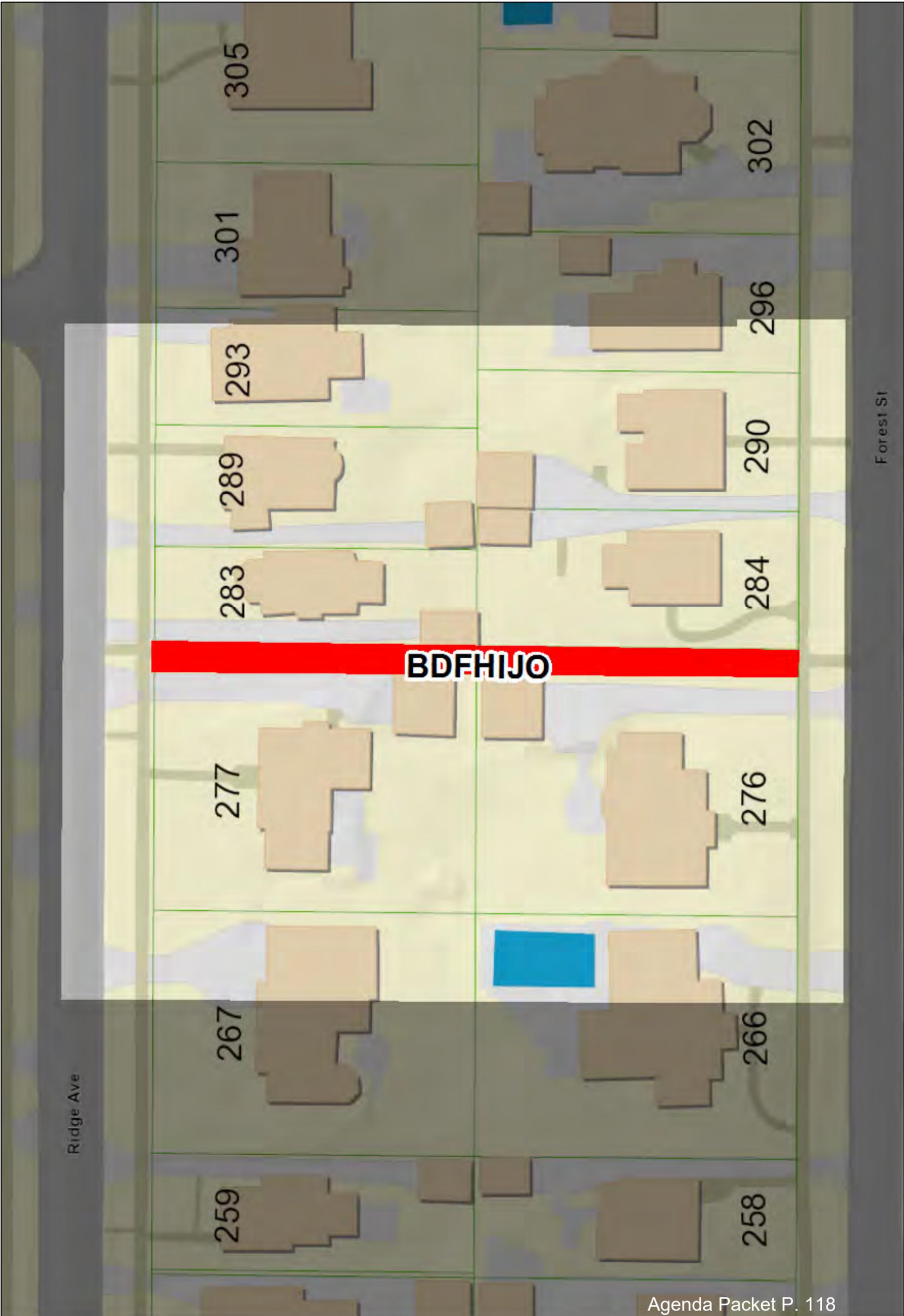
Village of Winnetka





Landscaping Maintenance

Village of Winnetka





Landscaping Maintenance

Village of Winnetka

Date: 12/4/2020

GIS Consortium

Park District Maintenance Yard

1300

Hibbard Rd

AN

1255

Spruce St

1260

1252



Agenda Item Executive Summary

Title: Resolution No. R-32-2021: Use of MFT Funding for Street Rehabilitation (Adoption)

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

Agenda Date: 03/02/2021

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

Consent: YES NO

Item History:

The Village’s 2021 Capital Improvement Program contemplates using both General Fund and Motor Fuel Tax (MFT) funding for street rehabilitation. The Fiscal Year 2021 Budget includes \$300,000 of MFT funds for the 2021 Street Rehabilitation Program.

Executive Summary:

Village staff has identified Birch Street as eligible for rehabilitation using Motor Fuel Tax (MFT) funds. This rehab includes replacement of existing pavement, replacement of the curb and gutter, sidewalk replacement, and re-striping the street with thermoplastic striping.

The Village’s MFT funds are subject to supervision by the Illinois Department of Transportation, and use of funds for eligible construction projects requires an authorizing resolution. Resolution No. R-32-2021 authorizes use of \$420,000 in MFT funding for the Resurfacing of Various Streets, MFT Section Number 21-00000-00-GM.

Staff anticipates bidding this project through the State bidding process in March. The bid results, along with a resolution awarding a construction contract, will be brought to the Village Council for consideration at a future meeting. The 2021 Budget includes \$300,000 of MFT funds for utilization in the annual Street Rehabilitation Program. This resolution requests the use of additional funds for the reconstruction of Birch. The Village's current MFT fund balance is \$3.2 million and is able to accommodate the request for use of the additional funds.

Recommendation:

Consider adoption of Resolution No. R-32-2021 authorizing expenditure of \$420,000 in Motor Fuel Tax funds for the Rehabilitation of Birch Street, MFT Section Number 21-00000-00-GM.

Attachments:

Resolution No. R-32-2021



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
R-32-2021	Original	21-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Winnetka Illinois that there is hereby appropriated the sum of Three Hundred Thousand Dollars (\$420,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/21 to 12/31/21.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Winnetka shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Robert Bahan Village Clerk in and for said Village of Winnetka in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Winnetka at a meeting held on 03/02/21.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2nd day of March, 2021.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

Three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District



Agenda Item Executive Summary

Title: Resolution No. R-33-2021: Security for Construction on State Highways (Adoption)

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

Agenda Date: 03/02/2021

Consent: YES NO

Ordinance
 Resolution
 Bid Authorization/Award
 Policy Direction
 Informational Only

Item History:

Renewal of IDOT resolution request for construction on State Highways.

Executive Summary:

From time to time, the Village has a need to undertake or permit for repairs on or under roads under the jurisdiction of the Illinois Department of Transportation (IDOT). Permits for such work require performance security; however, IDOT allows municipalities to provide said performance security in the form of a resolution, rather than a bond. The attached Resolution No. R-33-2021 represents IDOT's standard form, and would provide performance security for a two-year period. The Council has approved this resolution request in the past.

Recommendation:

Consider adoption of Resolution No. R-33-2021 providing the State of Illinois performance security as required for Highway Permits, for calendar year 2021 and 2022.

Attachments:

1. Resolution No. R-33-2021
2. IDOT Correspondence

Attachment 1

RESOLUTION NO. R-33-2021

A RESOLUTION REGARDING PERMITS GRANTED BY THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF STREET IMPROVEMENTS ON STATE HIGHWAYS MAINTAINED BY THE VILLAGE

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, the Village of Winnetka, hereinafter referred to as “Municipality,” located in the County of Cook, State of Illinois, desires to undertake, in the calendar years 2021 and 2022, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said Municipality, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois, hereinafter referred to as “Department;” and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the Municipality or by a private person or firm under contract and supervision of the Municipality;

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: COMPLIANCE WITH IDOT PERMITS; HOLD HARMLESS. The Municipality hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to persons or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

SECTION 3: AUTHORIZATION TO EXECUTE PERMITS. All authorized officials of the Municipality are hereby instructed and authorized to sign said working permit on behalf of the Municipality.

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 2nd day of March, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

PERMITS

RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY

January 21, 2021

The Honorable Christopher Rintz
Village President
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Dear Village President Rintz:

Chapter 121 of the Illinois revised statutes requires that any person, firm or corporation desiring to do work on state maintained rights of way must first obtain a written permit from the Illinois department of transportation. This includes any emergency work on broken watermains or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with state specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In the case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847)705-4612.

The Honorable Christopher Rintz
January 21, 2021
Page two

RE: RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

Do not hesitate to contact Ms. Beverly Hawley, Office Coordinator, at (847) 705-4142 if you have any question or need further assistance.

Very truly yours,

Jose Rios, P.E.
Engineer of Operations

By: 
Thomas G. Garenbach, P.E.
Traffic Permit Engineer

RESOLUTION

Whereas, the _____, hereinafter referred to as MUNICIPALITY, located in the County of _____, State of Illinois, desires to undertake, in the years of 20_____ and 20_____, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storms sewers, street lights, traffic signals, sidewalk, landscaping etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

Whereas, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person of firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accident or otherwise by reason of the work which it to be performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY

I, _____, hereby certify the Above to be true copy of the resolution passed by the MUNICIPALITY Dated, this _____

of _____ AD. _____

Corporate Seal

By: _____



Agenda Item Executive Summary

Title: Resolution No. R-34-2021: Purchase Of 600 Volt Underground Cable (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 03/02/2021

Consent: YES NO

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

Item History:

None.

Executive Summary:

The Water & Electric Department issued Bid Number 021-005 for the purchase of 600 volt 500 kcmil copper underground cable. Staff received bids from three vendors: Wesco Distribution Inc. (Wesco), The Okonite Company, and Power Line Supply. The lowest qualified bid was submitted by Wesco. The distributor quoted cable manufactured by Service Wire Company which is acceptable to the Water & Electric Department.

The cost of cable is significantly impacted by the price of metals, and bid prices are indexed to the cost of copper. At the time of bid, the base price of \$3.80/lb. for copper was used. The price of copper fluctuates over time. Since the date of the bid issuance, the cost of copper has increased to \$4.12 /lb. As such, the requested funding authorization also includes funding for anticipated metal cost escalation. Exhibit A contains detail on the unit pricing, quantity, metals escalation, and shipping length tolerance.

Resolution No. R-34-2021 authorizes the purchase of 600 volt underground cable in an amount not to exceed \$30,209 under a contract with Wesco.

The 2021 Electric Fund budget contains \$361,995 (account #500.42.31-660) for the purchase of cable. To date, the Electric Fund has expended \$207,577 toward the purchase of cable.

Recommendation:

Consider adoption of Resolution No. R-34-2021 approving a contract with Wesco for the purchase of 600 volt underground cable in an amount not to exceed \$30,209.

Attachments:

1. Resolution No. R-34-2021
2. Contract
3. Exhibit A: Bid Tabulation and Cable Purchase Detail

**A RESOLUTION APPROVING A CONTRACT WITH
WESCO DISTRIBUTION, INC. FOR THE PURCHASE OF
600 VOLT UNDERGROUND CABLE**

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

WHEREAS, the Village issued Bid #021-005 for the purchase of 600 volt secondary cable ("**Secondary Cable**"); and

WHEREAS, the Village received three bids to provide the Village Secondary Cable; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that WESCO Distribution, Inc. ("**WESCO**") is the lowest responsible bidder to provide the Village Secondary Cable; and

WHEREAS, the Village Council desires to enter into a contract with WESCO for the Village to purchase from WESCO Secondary Cable in an amount not to exceed \$30,209.00 ("**Contract**"); and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in a form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 2nd day of March, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

Attachment 2

VILLAGE OF WINNETKA
CONTRACT/BID
FOR 600 Volt Underground Cable

Full Name of Bidder:

WESCO DIST INC
("Bidder")

Principal Office Address:

2401 INTERNATIONAL PKWY
WOODRIDGE, IL 60517

Local Office Address:

Contact Name: MATT BOGGS Telephone: 630-327-7017

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: **Assistant Finance Director**

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- (1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the *Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Bid.* If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
1	4-1/2 500 KEMIL COPPER	See pricing form in Attachment A.	36.16 ft	25,673.60

If Owner has specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

See pricing form in Attachment A.

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

B. Basis for Determining Prices. It is expressly understood and agreed that:

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change;
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment. It is expressly understood and agreed that all payments will be made in accordance with the following schedule:

Upon delivery and acceptance of item by the Owner.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Bid.

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 1 WK ARO, 2021.

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Seller shall and hereby agrees to indemnify, defend and save harmless the Buyer, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) that may arise, or alleged to have arisen, out of or in connection with the negligent acts or omissions, violation of law or regulation, or willful misconduct of Seller, its officers, agents and employees, in the performance of this order.

B. Penalties. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will 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 Bidder's performance of or failure to perform hereunder.

5. Firm Proposal.

All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 60 days after the date this sealed Contract/Bid is opened.

6. Bidder's Representations and Warranties.

To induce Owner to accept this Contract/Bid, Bidder hereby represents and warrants as follows:

A. The Products. The Products and all of their components will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, including without limitation the performance standards set forth in Subsection 1B of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid and the warranties expressed herein will be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) or expressed or implied by law which are hereby reserved unto Owner.

B. Compliance with Laws. All Products and all of their components will comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid will be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder 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 65 ILCS 5/11-42.1-1, (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*, or (iii) for any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments.

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Bid.

B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Bid is accepted, then Bidder will be bound by each and every term, condition, or provision contained in this Contract/Bid and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Bid are cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Bid.

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any order by Owner for the payment of money; nor any payment for or use, possession, or acceptance of the whole or any part of any Product; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Bid; nor any other act or omission of Owner will constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product; nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder or of any requirement or provision of this Contract/Bid or of any remedy, power, or right of Owner.

G. Assignment. Neither this Contract/Bid, nor any interest herein, may be assigned or subcontracted in whole or in part by Bidder except with the prior written consent of Owner.

H. Governing Law This Contract/Bid and all rights of the parties under this Contract/Bid will interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 15th date of FEBRUARY 2021

Bidder's Status: MPA Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: WESCO DIST

Doing Business As (if different): WESCO

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: MATT BOGGS

Title/Position: ACCOUNT EXECUTIVE

Bidder's Business Address: 2401 INTERNATIONAL PKWY
WOODRIDGE, IL 60517

Bidder's Business Telephone: (630) 327-7017 Facsimile: ()

If a Corporation or Partnership, list all Officers or Partners:

<u>JOHN ENGEL</u>	<u>PRESIDENT</u>	
<u>DAVID SCHULTZ</u>	<u>CFO</u>	
<u>CHRIS WOLF</u>	<u>VP, HR OFFICER</u>	

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 600 VOLT UNDERGROUND CABLE

1. Stranded copper conductor in the sizes and amounts indicated below.

Item	Size & Material	Strands	Quantity To Be Ordered	Maximum Reel	Cable Lay
1.	4-1/c 500 kcmil Copper	37	710 ft.	750 ft.	Quadrplexed

2. Insulation shall be rated for RHH, RHW-2, and USE-2. Suitable for direct burial or conduit installation and for 90°C operation in dry or wet locations.
3. Cable shall be supplied in the following configurations as ordered: Quadrplexed
4. Cable shall be identified on the covering in contrasting color by manufacturer's name, year of manufacture, type of insulation, conductor material and size, and sequential footage markings.
5. All cable ends will be capped to prevent water entry.
6. Reel type: Non-returnable, Maximum Size 84" diameter x 58" wide.
7. Reel coverings as shown below. Cable not shipped as shown will be rejected.
- A. Level 5, Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
 - B. Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
 - C. Unit price must include delivery.
8. Tolerances of cable lengths: ±5%.
9. Cable shall be delivered in open, flat bed trucks. Reels shipped flat will be rejected.
10. Copper base price shall be \$3.80 per pound. All other manufacturing costs shall be fixed at the bid unit price. Metals escalation / de-escalation will be applicable. Vendor's quote to specify if date of manufacture or date of shipment will be used for determining metals adjustment.
11. Deliveries: Required 48 hours advance notification @ (847) 716-3556.
- Receiving hours: Monday to Friday, 7:30am to 2:30pm.
Village of Winnetka Yards
1390 Willow Road, Winnetka, IL 60093
12. Approved cable manufacturers:
- BICC (General), Okonite, Service Wire Co., Southwire, and Prysmian.

2) Bid Worksheet

600V Cable

Item	Description	Strands	Cable Lay	Unit Price (per foot)	Lead Time (Weeks/Days)
1.	4-1/c 500 kcmil Copper	37	Quadraplexed	36.16	1 WKARD

Cable will be export packaged

Standard packaging, F.O.B. Winnetka

BIDDING COMPANY NAME: WESCO

MANUFACTURER OF 600V CABLE: SERVICE WIRE

TERMS: N-30 DAYS

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is accepted by the Village of Winnetka ("Owner") as of this ____ day of _____ 2021.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire agreement between the parties relating to the Products and the Contract Price therefor and supersedes all prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and will prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, or invoice.

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

Attachment 3

Exhibit A: Bid Tabulation and Cable Purchase Detail

Bid Tabulation: RFB #021-005

600 Volt Cable	Okonite (mfr. Okonite)	Wesco (mfr. Service Wire)	Power Line Supply (mfr. Service Wire)
4-1/c 500 kcmil Copper	\$41.256	\$36.160	\$36.2800

**Cable Purchase
Detail**

600 Volt Cable	Quantity Required (ft.)	Unit Price (\$/ft.) Per Bid	Metals Escalation	Shipping Length Tolerance (5%)	Extended Price
4-1/c 500 kcmil Copper	710	\$36.160	\$3,251.13	\$1,283.68	\$30,208.41


\$30,209

Notes:
Okonite required minimum order quantity
of 1,000 ft



Agenda Item Executive Summary

Title: Resolution No. R-36-2021: 566 Chestnut Street Easement Agreement (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 03/02/2021

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

Consent: YES NO

Item History:

None.

Executive Summary:

Spruce Partners, LLC, the owner of 844 Spruce Street, has submitted plans to renovate the building (formerly Savocchi Glass) into a restaurant called the Pomeroy. The renovation work includes upgrading the electric service for the increased electrical load associated with a restaurant. After reviewing options to serve the facility, the owner has proposed installing a three-phase 800 amp metering / disconnect cabinet on the east side of the building with the intent that the electric utility would serve the building from an existing three-phase transformer location immediately to the east, at 566 Chestnut Street (The Laundry Mall). In order to serve the building as requested, an easement agreement with the adjacent property owner is required, as the proposed metering equipment enclosure will overhang the east property line and the required underground conduit and cable would be located on the property owned by 566 Chestnut Street.

The owners of The Laundry Mall and 844 Spruce Street have reached an agreement for the easement. With their consensus on an agreement, the Village Attorney prepared an easement agreement for consideration by both the 566 Chestnut Street property owner and the Village Council. The property owner has approved the easement agreement in the form attached.

With the Council's approval of the Easement Agreement, the Village will have the required legal rights to serve the 844 Spruce Street property as proposed in the plan submittal. In accordance with Resolution No. R-78-2020, A Resolution Establishing Rates and Fees Related to Utility Service, the 844 Spruce Street property owner will be responsible for all costs associated with the underground conduit and cable work, along with the cost to change out the existing transformer to a larger size for the increased load. In the absence of an easement agreement, the owner of the 844 Spruce Street property will need to revise their plans for the location of their electric service.

Recommendation:

Consider adoption of Resolution No. R-36-2021 approving an Easement Agreement for the installation and maintenance of utilities at 566 Chestnut Street.

Attachments:

Resolution No. R-36-2021

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT
FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES
(566 Chestnut Street)**

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, Connor Max, LLC ("**Owner**") is the owner of the property commonly known as 566 Chestnut Street, Winnetka, Illinois ("**Property**"); and

WHEREAS, the Village desires to obtain an easement from Owner to install and maintain a transformer, underground conduit and cable on the Property, and to connect such Equipment to the adjacent property located at 844 Spruce Street (collectively, the "**Improvements**"); and

WHEREAS, Owner desires to grant the Village an easement pursuant to an easement agreement to allow the installation of the Improvements ("**Easement Agreement**"); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the Easement Agreement with the Owner;

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 EASEMENT AGREEMENT. The Village Council hereby approves the Easement Agreement by and between the Village and Owner 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 EASEMENT AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Easement Agreement.

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 2nd day of March, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

March 2, 2021

R-36-2021

EXHIBIT A
EASEMENT AGREEMENT

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Peter M. Friedman
Elrod Friedman L.L.P.
325 N. LaSalle Street, Suite 450
Chicago, IL 60654

Above Space For Recorder's Use Only

**PERMANENT UTILITY EASEMENT AGREEMENT
(566 Chestnut Street)**

THIS AGREEMENT ("Agreement") is dated as of the ___ day of _____, 2021. ("*Effective Date*") and is by and between _____, a [*TYPE OF ENTITY*] ("*Owner*"), and the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("*Village*").

WITNESSETH:

WHEREAS, Owner is the record title owner of the property located at the addresses commonly known as 566 Chestnut Street, Winnetka, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Agreement ("*Property*"); and

WHEREAS, the Village currently has electrical utilities, including, without limitation, an electric transformer, conduit and cable located on the property serving the Property ("*Existing Utilities*"); and

WHEREAS, to provide electricity to the property commonly known as 844 Spruce Street ("*844 Spruce Street Property*"), the Village desires to obtain from Owner, and Owner desires to grant to the Village, a permanent easement on that portion of the Property depicted in Exhibit B attached hereto and made a part of this Agreement ("*Easement Premises*") so that the Village may continue to maintain the Existing Utilities on the Property and install conduit and cable on the Property to provide the 844 Spruce Street Property electricity from the Existing Utilities ("*Underground Service Line*") (the Existing Utilities and Underground Service Line are, collectively, the "*Facilities*"); and

WHEREAS, Owner and the Village have each determined that it is in each of their best interests to enter into this Agreement;

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Village agree as follows:

SECTION ONE. RECITALS. The foregoing recitals are fully incorporated into this Agreement.

SECTION TWO. GRANT AND USE OF PERMANENT EASEMENT. Owner hereby grants, conveys, and dedicates to the Village a permanent non-exclusive easement in, upon, over, under, through, along, and across the Easement Premises ("*Permanent Easement*"), and a perpetual license to access a reasonable portion of the Property for ingress and egress to the Permanent Easement, to engage in the construction, operation, maintenance, repair, and replacement of the Facilities from time to time, subject to the terms and conditions of this Agreement, together with all reasonable rights of ingress and egress over, along, upon, and across the Permanent Easement and the immediately abutting area of the Property, if necessary, for the exercise of the rights herein granted. The Permanent Easement shall not be used or operated in a manner that materially interferes with Owner's use of the Property now or in the future; provided, however, that the installation and construction of the Facilities and the normal operation, maintenance, repair, and replacement of the Facilities shall not be considered material interference.

SECTION THREE. RESTORATION. Upon completion of construction, maintenance, or repair the Facilities, the Village agrees to: (a) replace any paving damaged or removed by the Village as a direct result of the its construction, maintenance, or repair of the Facilities with patching of a type and quality customarily used by the Village; and (b) repair any damage caused to the portion of the Property outside of the Easement Premises by the Village's negligence or intentional misconduct. Other than as expressly set forth above in this section, Owner acknowledges and agrees that the Village, upon completion of any construction, maintenance, or repair the Facilities, is not responsible for restoring the Easement Premises to the condition immediately preceding the construction, maintenance, or repair. Notwithstanding anything in subsection (b) to the contrary, nothing in subsection (b) shall constitute a waiver of the protections afforded to the Village and its employees pursuant to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

SECTION FOUR. RESERVED RIGHTS.

A. Owner hereby reserves the right to the full use and enjoyment of the Easement Premises and the Property in any manner that does not prevent or interfere in any way with the exercise by the Village of the easement rights granted pursuant to this Agreement; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises, nor intentionally permit the Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village.

B. Owner shall have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, however, that the Village shall have first consented in writing to the terms, nature, and location of any such other easements.

SECTION FIVE. ASSIGNMENT OF RIGHTS. Owner agrees that the Village may assign its rights or delegate its duties under this Easement Agreement, in whole or in part, without the consent of Owner.

SECTION SIX. COVENANTS RUNNING WITH THE LAND. The easements and rights granted in this Agreement, the duties and restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements,

and covenants running with the land, are to be recorded against the Property and are binding upon and inure to the benefit of Owner and the Village, and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

SECTION SEVEN. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 7.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Village: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: Village Manager

with a copy to: Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Peter M. Friedman, Village Attorney

If to Owner: Connor MAX L.L.C.
c/o Arnold S. Newman
690 N Lake Shore Dr H1003
CHICAGO, IL 60611

B. Amendment. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the governing boards of each party to this Agreement in accordance with all applicable statutory procedures.

C. Authority to Execute. Owner hereby warrants and represents to the Village that: (i) Owner is the record and beneficial owner of fee simple title to the Easement Premises; (ii) no other person has any legal, beneficial, contractual, or security interest in the Easement Premises; (iii) Owner has the full and complete right, power, and authority to enter into this Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and to bind the Easement Premises as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by Owner will violate any statute, law, restriction, court order, or agreement to which Owner or the Property are subject.

D. **Recording.** The Village at its cost and expense will record this Agreement against the Property with the Office of the Cook County Recorder of Deeds promptly following the approval and full execution of this agreement by the parties.

E. **Non-Waiver.** Owner and the Village shall be under no obligation to exercise any of the rights granted to each of them in this Easement Agreement. The failure of either party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect either party's right to enforce that right or any other right.

F. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

G. **Severability.** If any provision of this Easement Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Easement Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Easement Agreement shall not affect the enforceability of that provision in any other situation.

H. **Interpretation.** This Easement 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 Easement Agreement shall be construed as though all parties participated equally in the drafting of this Easement 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 Easement Agreement.

I. **Survival.** All representations and warranties contained herein shall survive the execution and recordation of this Agreement and shall not be merged.

J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the Easement granted pursuant to this Agreement.

K. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person may be made, or be valid, against the Village or Owner.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

Kristin Kazenas, Deputy Village Clerk

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By: _____
Robert Bahan
Its: Village Manager

ATTEST:

By: [REDACTED]

Its: Attorney

Conner MAX L.L.C.
(OWNER), (TYPE OF ENTITY)

By: [REDACTED]

Its: Managing Member

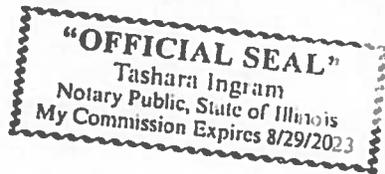
ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Robert Bahan, personally known to me to be the Village Manager of the Village of Winnetka, an Illinois home rule municipal corporation, and Kristin Kazenas, personally known to me to be the Deputy Village Clerk of the Village of Winnetka, and personally known to me to be the same persons whose names are subscribed to the foregoing Easement Agreement, each appeared before me this day in person and acknowledged that, as the Village Manager and Deputy Village Clerk, they signed and delivered the Easement Agreement, pursuant to the authority given by the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village, for the uses and purposes set forth in the Easement Agreement.

Given under my hand and official seal this 18 day of February 2021.

[Redacted Signature] Notary Public



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Muhtar TALEB, personally known to me to be the Managing Member of ConnerMAX, LLC, a Illinois Limited Liability and known to me to be the Managing Member of the Company, and personally known to me to be the same persons whose names are subscribed to the foregoing Easement Agreement, each appeared before me this day in person and acknowledged that, as the Managing Member and member of ConnerMAX LLC, they signed and delivered the Easement Agreement, pursuant to the authority given by the Company, as their free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes set forth in the Easement Agreement.

Given under my hand and official seal this 18 day of February 2021.

[Redacted Signature] Notary Public



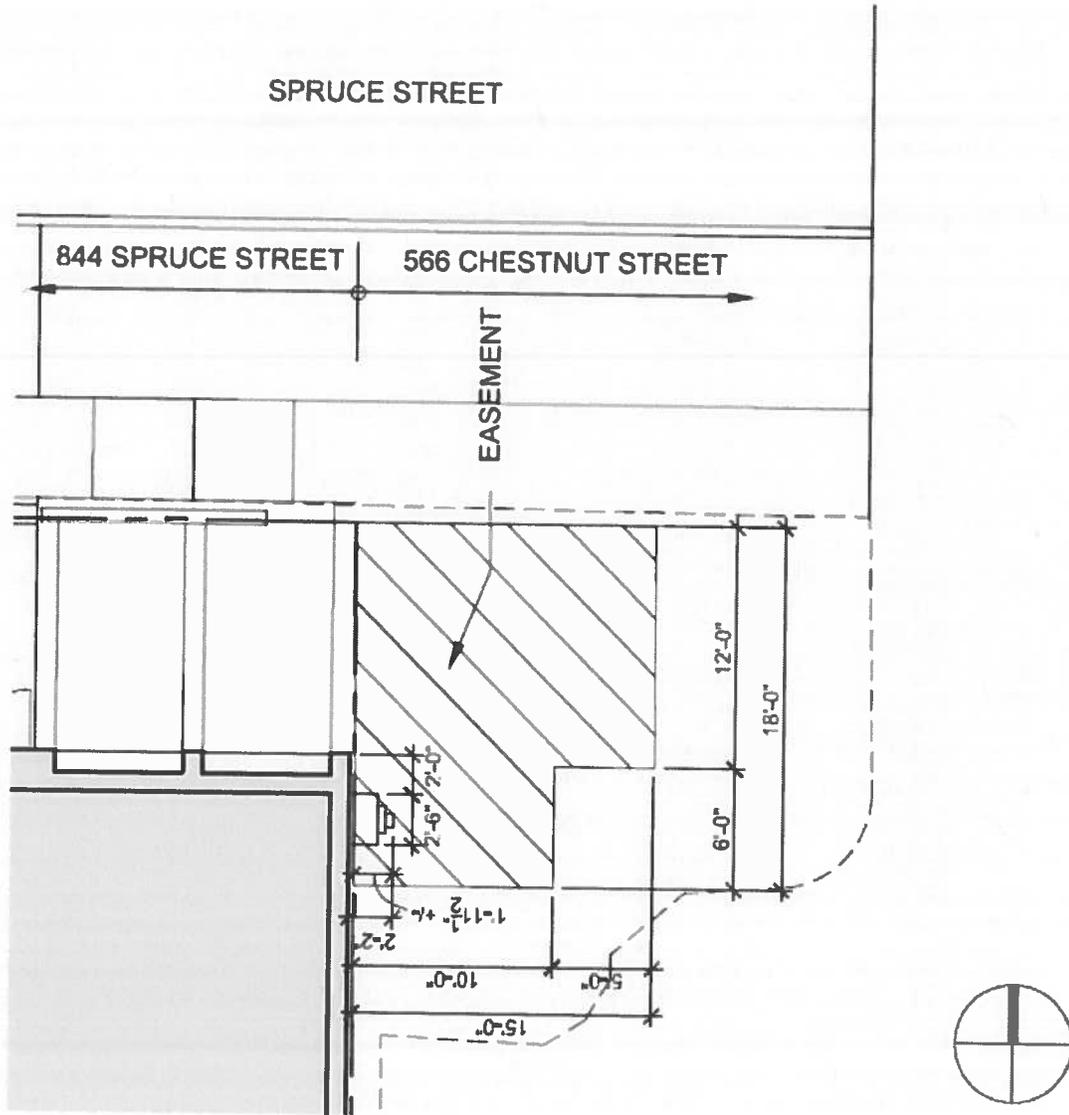
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 1, 2 AND 3 IN DEPOT PLACE SUBDIVISION OF BLOCK 13 IN WINNETKA, IN SECTIONS 20 AND 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

DEPICTION OF EASEMENT PREMISES





Agenda Item Executive Summary

Title: Resolution No. R-37-2021: 852 Spruce Street Easement Agreement (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 03/02/21

Consent: YES NO

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

Item History:

None

Executive Summary:

The Winnetka Bible Church (555 Birch Street) and an adjacent church owned-property (852 Spruce Street) are served from a pad mount transformer installed in 1987. The transformer is located at grade level, beneath the overhang of the church's second story (reference Exhibit #1). The transformer and associated cables are accessed using the adjacent parking lot at the rear of the 844 Spruce Street property (formerly Savocchi Glass). The adjacent property owner at 844 Spruce Street has submitted plans to renovate the building into a restaurant. The renovation work includes the construction of permanent patio walls at the rear of the property for an outdoor dining area. When completed, the electric utility will no longer have the ability to replace the transformer should it fail. As a result, the transformer needs to be relocated. With assistance from the Village Attorney, an easement document has been prepared for the electric infrastructure that will be located on the church-owned property.

A mutually agreeable location has been identified for the relocation of the transformer which is required to maintain electric service to the 555 Birch Street and 852 Spruce Street buildings. The transformer will be relocated to the west side of the 852 Spruce Street parcel with utility access for the maintenance and replacement of the transformer and underground cables through the Village-owned parking lot. Neither Village staff nor the Church have located any agreements with the prior property owner of 844 Spruce Street regarding the use of their parking lot to access and/or replace the transformer at its existing location. As such, the cost for the required relocation work resides with the Electric Fund and the Church; the parties have reached an agreement on the proposed allocation of cost. The Electric Fund will fund the costs associated with the following items: line crew labor, a replacement transformer, and the costs associated with the 15kV underground cable and conduit which is estimated to cost \$61,061. The Church will be responsible for the expenses directly associated with the work required to re-route the 120/208 volt service cables from the relocated transformer to the two buildings which is estimated to cost \$43,596.

Executive Summary (continued):

Although not a specifically identified project in the 2021 Electric Fund Budget, the budget contains funding for work performed on the electric system that is not directly attributed to a individual project. Funding allocated for underground work in this fiscal year is summarized as follows:

Conduit installation - system reinforcement (account no. 500.42.31-660): \$75,000

Underground conductors (account no. 500.42.31-660): \$361,995

Distribution system - transformers (account no. 500.42.34-660): \$104,600

Charges for the material associated with the relocation work will be expensed to the appropriate accounts.

With the Council's approval of the Easement Agreement and execution of the agreement by both parties, Water & Electric will proceed with the relocation work to avoid a delay in the exterior renovation work of the outdoor patio for the 844 Spruce Street property.

Recommendation:

Consider adoption of Resolution No. R-37-2021 approving an Easement Agreement for the installation and maintenance of utilities at 555 Birch Street and 852 Spruce Street.

Attachments:

Resolution No. R-37-2021

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT
FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES
(852 Spruce Street and 555 Birch Street)**

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

WHEREAS, the Winnetka Bible Church (“*Owner*”) is the owner of the properties commonly known as 852 Spruce Street and 555 Birch Street, Winnetka, Illinois (collectively, “*Property*”); and

WHEREAS, the Village desires to obtain an easement from Owner to install and maintain a transformer, underground conduit and cable on the Property (collectively, the “*Improvements*”); and

WHEREAS, Owner desires to grant the Village an easement pursuant to an easement agreement to allow the installation of the Improvements (“*Easement Agreement*”); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the Easement Agreement with the Owner;

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 EASEMENT AGREEMENT. The Village Council hereby approves the Easement Agreement by and between the Village and Owner 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 EASEMENT AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Easement Agreement.

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 2nd day of March, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

March 2, 2021

R-37-2021

EXHIBIT A
EASEMENT AGREEMENT

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Peter M. Friedman
Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654

Above Space For Recorder's Use Only

**PERMANENT UTILITY EASEMENT AGREEMENT
(852 Spruce Street and 555 Birch Street)**

THIS AGREEMENT ("*Agreement*") is dated as of the ___ day of _____, 2021, ("*Effective Date*") and is by and between the **WINNETKA BIBLE CHURCH**, an Illinois not-for-profit corporation ("*Owner*"), and the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("*Village*").

WITNESSETH:

WHEREAS, Owner is the record title owner of those certain properties located at the addresses commonly known as 852 Spruce Street ("*852 Spruce Property*") and 555 Birch Street ("*555 Birch Property*"), Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement (collectively, the "*Properties*"); and

WHEREAS, the Village currently has electrical utilities, including, without limitation, an electric transformer, pad mount, and switchgear, located on the 852 Spruce Property (collectively, the "*Existing Utility Equipment*"), as well as conduit, cables, and electric equipment located on both the 852 Spruce Property and 555 Birch Property (collectively, the "*Existing Conduit*"); and

WHEREAS, to ensure the continued provision of the Utility Service to the Subject Property, the Owner is required to install conduit, 15kV cable, 600 volt cable, secondary enclosure and a pad mount transformer (collectively, "*New Utilities*") (the New Utilities together with the Existing Conduit are, collectively, the "*Facilities*") on the Properties, and has requested the Village install the New Utilities; and

WHEREAS, to construct, maintain, and repair the Facilities on the Properties, the Village desires to obtain from Owner, and Owner desires to grant to the Village, a permanent easement on that portion of the 852 Spruce Property depicted in **Exhibit B** attached hereto and made a part of this Agreement ("*Easement Premises*"); and

WHEREAS, Owner and the Village have each determined that it is in each of their best interests to enter into this Agreement;

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Village agree as follows:

SECTION ONE. **RECITALS.** The foregoing recitals are fully incorporated into this Agreement.

SECTION TWO. **GRANT AND USE OF PERMANENT EASEMENT.** Owner hereby grants, conveys, and dedicates to the Village a permanent non-exclusive easement in, upon, over, under, through, along, and across the Easement Premises and those portions of the Properties that contain Existing Conduit (collectively, the "*Permanent Easement*") and a perpetual license to access a reasonable portion of the Properties for ingress and egress to the Permanent Easement and to engage in the construction, operation, maintenance, repair, and replacement of the Facilities from time to time, subject to the terms and conditions of this Agreement, together with all reasonable rights of ingress and egress over, along, upon, and across the Permanent Easement and the immediately abutting areas of the Properties, if necessary, for the exercise of the rights herein granted. The Permanent Easement shall not be used or operated in a manner that materially interferes with Owner's use of the Properties now or in the future; provided, however, that the installation and construction of the Facilities and the normal operation, maintenance, repair, and replacement of the Facilities shall not be considered material interference.

SECTION THREE. **RESTORATION.** Upon completion of construction, maintenance, or repair the Facilities, the Village agrees to: (a) replace any paving damaged or removed by the Village as a direct result of the its construction, maintenance, or repair of the Facilities with patching of a type and quality customarily used by the Village; and (b) repair any damage caused to the portion of the Properties outside of the Easement Premises by the Village's negligence or intentional misconduct. Other than as expressly set forth above in this section, Owner acknowledges and agrees that the Village, upon completion of any construction, maintenance, or repair the Facilities, is not responsible for restoring the Properties to the condition immediately preceding the construction, maintenance, or repair. Notwithstanding anything in subsection (b) to the contrary, nothing in subsection (b) shall constitute a waiver of the protections afforded to the Village and its employees pursuant to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

SECTION FOUR. **RESERVED RIGHTS.**

A. Owner hereby reserves the right to the full use and enjoyment of the Easement Premises and the Properties in any manner that does not prevent or interfere in any way with the exercise by the Village of the easement rights granted pursuant to this Agreement; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises, nor intentionally permit the Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village.

B. Owner shall have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, however, that the Village shall have first consented in writing to the terms, nature, and location of any such other easements, which consent shall not unjustly be denied.

SECTION FIVE. ASSIGNMENT OF RIGHTS. Owner agrees that the Village may assign its rights or delegate its duties under this Easement Agreement, in whole or in part, without the consent of Owner, however, all terms of this Easement Agreement shall apply to any assignee or party to whom the Village assigns or delegates Its rights or duties.

SECTION SIX. COVENANTS RUNNING WITH THE LAND. The easements and rights granted in this Agreement, the duties and restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, are to be recorded against the Properties and are binding upon and inure to the benefit of Owner and the Village, and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

SECTION SEVEN. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 7.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 Attention: Village Manager
with a copy to:	Elrod Friedman LLP 325 N. Lasalle Street, Suite 450 Chicago, IL 60654 Attention: Peter M. Friedman, Village Attorney
If to Owner:	Winnetka Bible Church _____ _____

B. Amendment. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the governing boards of each party to this Agreement in accordance with all applicable statutory procedures.

C. Authority to Execute. Owner hereby warrants and represents to the Village that: (i) Owner is the record and beneficial owner of fee simple title to the Easement Premises; (ii) no other person has any legal, beneficial, contractual, or security interest in the Easement Premises; (iii) Owner has the full and complete right, power, and authority to enter into this Agreement, to agree to the

terms, provisions, and conditions set forth in this Agreement, and to bind the Easement Premises as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by Owner will violate any statute, law, restriction, court order, or agreement to which Owner or the Property are subject.

D. Recording. The Village at its cost and expense will record this Agreement against the Property with the Office of the Cook County Recorder of Deeds promptly following the approval and full execution of this agreement by the parties.

E. Non-Waiver. Owner and the Village shall be under no obligation to exercise any of the rights granted to each of them in this Easement Agreement. The failure of either party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect either party's right to enforce that right or any other right.

F. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

G. Severability. If any provision of this Easement Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Easement Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Easement Agreement shall not affect the enforceability of that provision in any other situation.

H. Interpretation. This Easement 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 Easement Agreement shall be construed as though all parties participated equally in the drafting of this Easement 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 Easement Agreement.

I. Survival. All representations and warranties contained herein shall survive the execution and recordation of this Agreement and shall not be merged.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties other than the Improvement Payment Agreement, and supersedes any and all prior agreements and negotiations between the parties except the Improvement Payment Agreement, whether written or oral, relating to the Easement granted pursuant to this Agreement.

K. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person may be made, or be valid, against the Village or Owner.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

Kristin Kazenas, Deputy Village Clerk

By: _____
Robert Bahan
Its: Village Manager

ATTEST:

WINNETKA BIBLE CHURCH, an Illinois
not-for-profit corporation

By: _____

By: _____

Its: _____

Its: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Robert Bahan, personally known to me to be the Village Manager of the Village of Winnetka, an Illinois home rule municipal corporation, and Kristin Kazenas, personally known to me to be the Deputy Village Clerk of the Village of Winnetka, and personally known to me to be the same persons whose names are subscribed to the foregoing Easement Agreement, each appeared before me this day in person and acknowledged that, as the Village Manager and Deputy Village Clerk, they signed and delivered the Easement Agreement, pursuant to the authority given by the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village, for the uses and purposes set forth in the Easement Agreement.

Given under my hand and official seal this ____ day of _____ 2021.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the Winnetka Bible Church, an Illinois not-for-profit corporation, and _____, personally known to me to be the _____ of the Winnetka Bible Church, and personally known to me to be the same persons whose names are subscribed to the foregoing Easement Agreement, each appeared before me this day in person and acknowledged that, as the _____ and _____, they signed and delivered the Easement Agreement, pursuant to the authority given by the Winnetka Bible Church, as their free and voluntary act and as the free and voluntary act and deed of the Winnetka Bible Church, for the uses and purposes set forth in the Easement Agreement.

Given under my hand and official seal this ____ day of _____ 2021.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTIES

Lots 5, 8, 9, 10 and 11, in Depot Place, being a subdivision of Block 13, in Winnetka, in the Northeast quarter of Section 20, Township 42, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT B

DEPICTION OF EASEMENT PREMISES

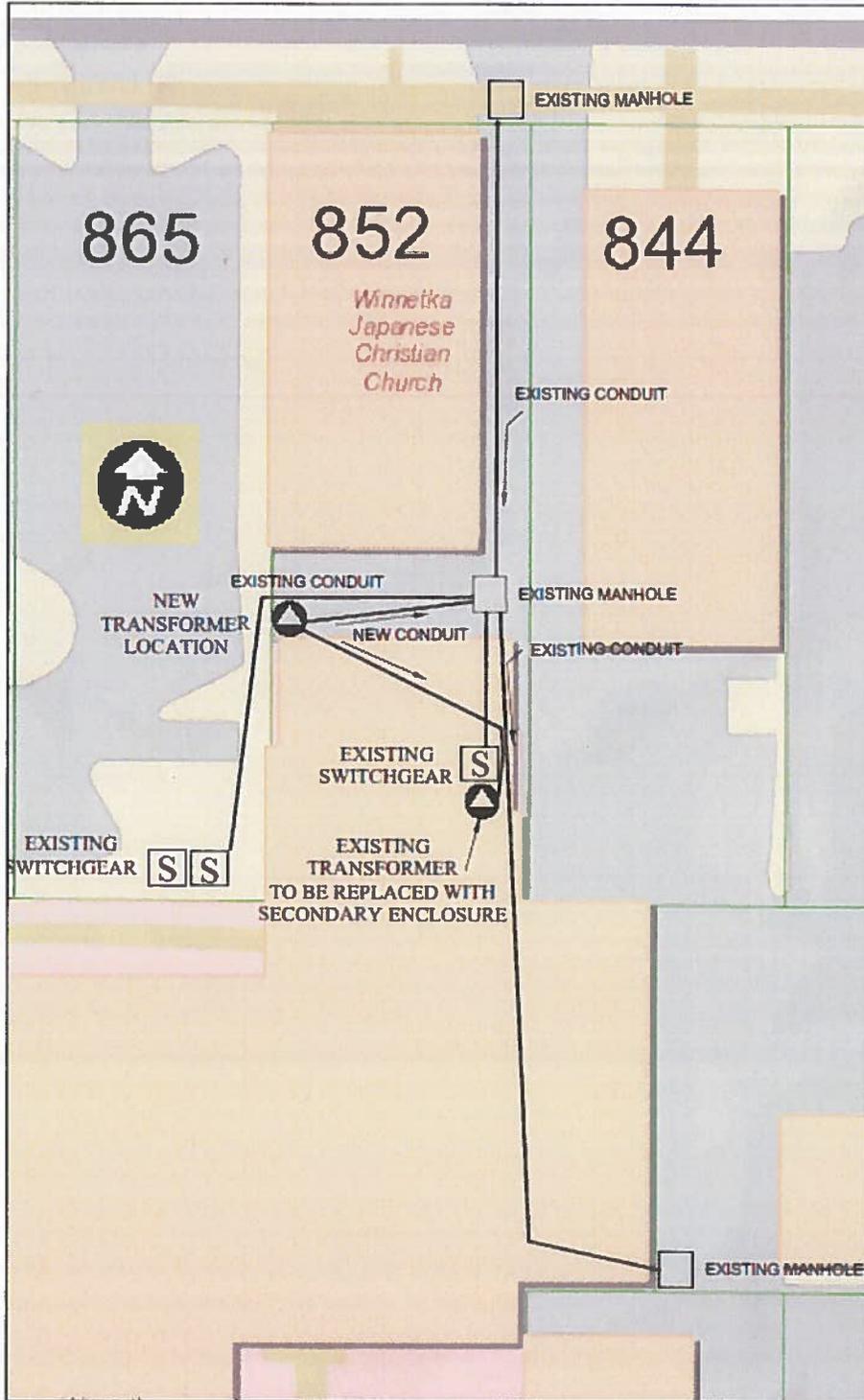


EXHIBIT #1



Photo Of Transformer And Switchgear Beneath Building Overhang

(Note: Proposed patio wall at 844 Spruce Street will prevent future replacement of transformer. Future replacement of switchgear can be accomplished from the north)



Agenda Item Executive Summary

Title: Resolution No. R-38-2021: Withdrawal from Intergovernmental Personnel Benefit Cooperative Sub-Pool and Authorizing Petition for Full Membership (Adoption)

Presenter: Kristin N. Kazenas, Assistant Village Manager

Agenda Date: 03/02/21

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

Consent: YES NO

Item History:

In August 2017, the Village became a member of the Intergovernmental Personnel Benefit Cooperative (IPBC), an intergovernmental agency that was established in 1979 for the purposes of providing local governments economies of scale and risk pooling for employee benefits. When the Village joined the IPBC, it was placed into the Northwest Health Insurance Program sub-pool to pool risk and resources with similarly-sized entities.

Executive Summary:

The Village has been informed that effective July 1, 2021 the IPBC will change its renewal rating underwriting methodology to more accurately review members' performance in the cooperative. This new methodology will no longer consider the entire sub-pool's performance during the previous year, but each individual member's performance compared to a tier of comparably sized communities, based on employee enrollment across the IPBC membership. As a result of these changes, instead of being reviewed as a group, rankings of sub-pools will be based on individual performance.

Given the number of employees covered on the Village's health and dental insurance plans, the Village is able to transition to become an individual IPBC member. While the process for determining our annual insurance renewal would remain the same, as an individual member Winnetka would have equal representation and voting rights with other individual members on the IPBC's Board of Directors. As a sub-pool member, the entire pool has one vote on the Board of Directors.

Last month, Human Resources and Finance staff were presented with the opportunity to become an individual member by the IPBC's Executive Director. This change to individual, full membership would increase the Village's voice in the IPBC and continue to provide valuable insurance benefits to employees in a fiscally responsible manner. The current employee benefit plan coverage will not be impacted by the change to full membership in IPBC.

Executive Summary (continued):

The Village Council must authorize full membership in the IPBC and its withdrawal from the current sub-pool, including the attachments reflected here which have been reviewed by the Village Attorney. After the Village Council authorization, IPBC Board of Directors will vote to approve the Village's individual membership on March 11, 2021.

Recommendation:

Consider adoption of Resolution No. R-38-2021, authorizing Withdrawal from Membership in an Intergovernmental Personnel Benefit Cooperative Sub-Pool and Authorizing a Petition for Full Membership in the Intergovernmental Personnel Benefit Cooperative.

Attachments:

Resolution No. R-38-2021

A RESOLUTION AUTHORIZING WITHDRAWAL FROM MEMBERSHIP IN AN INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE SUB-POOL AND AUTHORIZING A PETITION FOR FULL MEMBERSHIP IN THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE

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, numerous Illinois municipalities have entered into an intergovernmental agreement and created the Intergovernmental Personnel Benefit Cooperative ("**IPBC**");

WHEREAS, IPBC provides benefit coverage for the officers and employees of many Illinois municipalities and, in some cases, other governmental bodies known as Listed Entities; and

WHEREAS, some municipalities have joined IPBC as full members, while others have joined as part of sub-pools with other municipalities; and

WHEREAS, the Village of Winnetka ("**Village**") is currently a member of a sub-pool of IPBC known as the Northwest Health Insurance Program ("**Sub-Pool**"); and

WHEREAS, IPBC has recognized that, contingent upon IPBC admitting a member that is a member of a sub-pool to full membership in IPBC, a member of a sub-pool may desire to leave the sub-pool to become a full member of IPBC; and

WHEREAS, the Village desires to leave the Sub-Pool and, as evidenced by the document attached hereto as **Exhibit A**, has provided the required notice to the Sub-Pool to withdraw from the Sub-Pool contingent upon approval of full membership in IPBC; and

WHEREAS, the Village desires to petition IPBC for full membership; and

WHEREAS, as a condition of membership in IPBC, the corporate authorities of the Village must formally accept the contract and bylaws of IPBC attached hereto as **Exhibit B** (collectively, "**Governing Documents**"), and accept such other terms as may be imposed by IPBC as intergovernmental contractual obligations to which the Village will be bound; and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to Withdraw from the Sub-Pool, approve the Governing Documents and all contractual obligations attendant thereto, and join IPBC as a full member;

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: PETITION TO JOIN IPBC AS A FULL MEMBER. The Village Council hereby authorizes the Village to join, and Petitions, IPBC as a full member.

SECTION 3: APPROVAL OF GOVERNING DOCUMENTS. The Village Council hereby accepts and approves the Governing Documents and such other terms as may be imposed by IPBC as intergovernmental contractual obligations to which the Village will be bound.

SECTION 4: AUTHORIZATION TO WITHDRAW FROM SUB-POOL. The Village Council hereby authorizes the withdrawal of the Village from the Sub-Pool contingent upon the Village becoming a full member of the IPBC.

SECTION 5: AUTHORIZATION TO EXECUTE GOVERNING DOCUMENTS. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the Governing Documents and any other documents that may be necessary to withdraw the Village from the Sub-Pool and join IPBC as a full member.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 2nd day of March, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

Notice of Withdrawal



March 2, 2021

Mr. Eric Palm, Chairperson, IPBC Executive Board
Members of the Northwest Health Insurance Program Sub-Pool (NWHIP)
Intergovernmental Personnel Benefit Cooperative
1220 Oak Brook Road
Oak Brook, IL 60523

SENT VIA ELECTRONIC MAIL

Dear Mr. Palm and Members of the NWHIP Sub-Pool,

In accordance with the NWHIP by-laws, the Village of Winnetka wishes to formally provide notice of its intention to withdraw from the sub-pool and apply for individual membership within the IPBC effective July 1, 2021.

We have enjoyed being a member of NWHIP for the past three years and hope to continue to share information and resources regarding employee benefits.

Sincerely,

Kristin N. Kazenas
Assistant Village Manager

CC: Dave Cook, IPBC Executive Director

EXHIBIT B
Contract and Bylaws

**FIFTH CONSOLIDATED AMENDMENT TO THE
CONTRACT AND BY-LAWS
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE**

ARTICLE I. Definitions and Purpose.

DEFINITIONS:

As used in this agreement, the following terms shall have the meaning hereinafter set out:

ADMINISTRATIVE FUND - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to pay for the joint administration of the personnel non-salary benefit programs offered by each MEMBER to its employees and officers and turned over for administration to the COOPERATIVE.

ADMINISTRATOR - An independent contractor of the COOPERATIVE employed by the Board of Directors to administer the personnel benefit programs of the various MEMBERS of the COOPERATIVE.

BENEFIT FUND - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees and to purchase excess, aggregate, or other insurance.

BENEFITS - Non-salary payments made to employees or officers, including but not limited to payments or reimbursements of expenses arising out of an illness or an accident and life insurance proceeds. The units of local government which participate in the COOPERATIVE have determined not to purchase insurance coverage for benefit payments below certain high limits but rather to rely upon their pooled financial capabilities

to pay benefits within the financial obligations of the COOPERATIVE and to purchase some insurance to protect against catastrophic and certain other benefit claims.

CASH FLOW ACCOUNT - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund needed cash flow in the Benefit Pool. The Board of Directors shall establish, from time-to-time, the funding requirements from the MEMBERS to generally provide at least an estimated funding for the Benefit Pool, based upon IBNR calculated by or for the Administrator.

COOPERATIVE - The Intergovernmental Personnel Benefit Cooperative established pursuant to the Constitution and the statutes of this State by this intergovernmental agreement.

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EXECUTIVE BOARD – A Board, composed of eleven (11) members, which is responsible for implementing the policy decisions of the Board of Directors and carrying out duties specified in this Contract and By-Laws or assigned by the Board of Directors.

EXECUTIVE DIRECTOR – A part or full-time employee or independent contractor, who shall be selected and have his or her compensation chosen by the Board of Directors who shall administer and supervise the operations of the COOPERATIVE and make recommendations to the Board of Directors and the Executive Board in all areas where they have decision-making authority. All references to the Executive Director shall only be applicable if there is an Executive Director in place.

HMO FUND - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees relating to health maintenance organizations.

LISTED ENTITIES - Governmental bodies, quasi governmental bodies and non-profit public service entities listed by a MEMBER as having their employees and officers under a benefit program which will be administered along with that of a MEMBER by the COOPERATIVE.

MEMBERS - The units of local government or intergovernmental agencies established pursuant to an intergovernmental agreement composed of units of local government (sub-pool) which initially or later enter into this intergovernmental contract for the benefit of their employees and officers along with the employees and officers of other listed entities. Whenever in this agreement the phrase "units of local government," "municipality" or similar phrase is used, it shall also refer to any intergovernmental agency established pursuant to an intergovernmental agreement composed of units of local government.

TERMINAL RESERVE FUND OR TERMINAL RESERVES - A fund of monies retained by the Intergovernmental Personnel Benefit Cooperative on behalf of MEMBERS whose fund balances may be in excess of all financial requirements for that MEMBER.

PURPOSE:

The Intergovernmental Personnel Benefit Cooperative is a cooperative entity voluntarily established by contracting units of local government as are permitted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Intergovernmental Cooperation Act and other provisions of law to jointly administer some or all of the personnel benefit programs offered by its MEMBERS to their officers and employees and the officers and employees of other governmental, quasi-governmental and non-profit public service entities with which some or all MEMBERS have separately arranged to list as if such officers and employees were employed by the MEMBER.

To the extent provided for in this Contract and By-Laws, and as approved by the Board of Directors, the Intergovernmental Personnel Benefit Cooperative shall provide benefit coverage to the officers or employees of its MEMBERS. The Intergovernmental Personnel Benefit Cooperative shall also carry out such claim reduction and educational programs as shall be authorized by its Board of Directors. The creation of the various funds established in this Contract and By-Laws are not intended by the parties to constitute the transaction of an insurance business within the State of Illinois. The intent of the parties is to separately establish benefit programs and to utilize the Intergovernmental Personnel Benefit Cooperative to achieve reduced costs of administration and insurance purchases by providing similar services to all MEMBERS and to require MEMBERS to pay for the costs of such benefits or to share such costs in the manner from time-to-time established by the Board of Directors.

ARTICLE II. Powers and Duties.

The powers of the COOPERATIVE to perform and accomplish the purposes set forth above, within the budgetary limits and procedures set forth in these By-Laws, shall be the following:

- (a) To employ agents, employees and independent contractors,
- (b) To lease real property and to purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the COOPERATIVE,
- (c) To carry out educational and other programs relating to health, accident and other claims reductions,
- (d) To cause the creation of, see to the collection of funds necessary for the administration and operation of the COOPERATIVE,
- (e) To purchase such types of insurance as are approved by the Board of Directors,
- (f) Solely within the budgetary limits established by the MEMBERS to carry out such other activities as are necessarily implied or required to carry out the purposes of the COOPERATIVE specified in Article I or the specific powers enumerated in Article II, and in conjunction with the obligation of MEMBERS specified in Article XI.

ARTICLE III. Participation

The membership of the COOPERATIVE shall consist of those MEMBERS and previously approved listed entities which were MEMBERS of the COOPERATIVE on July 1, 2012, and those subsequently admitted to membership and continuing as MEMBERS. Listed entities are other governmental, quasi-governmental and non-profit public service entities which MEMBERS have chosen to include within their membership in the COOPERATIVE. Such listing fulfills a public purpose in that such listed entities have so few employees and officers that they could not bear the risk inherent in offering such benefit programs on their own. In other cases, the MEMBER itself has so few employees that it requires the participation of such other listed entities for the same reason. The MEMBER which lists entities shall, however, be the sole MEMBER of the COOPERATIVE and shall be responsible for all costs and duties of membership provided herein. The MEMBER may make such arrangement as is desired with members of a sub-pool or the listed entities regarding the manner of payment, sharing of risks and duration of such arrangement. Such arrangement is not a part of this Contract and By-Laws. New MEMBERS and their listed entities and the listing of additional entities by existing MEMBERS shall be added to the COOPERATIVE only after at least the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Directors and subject to the payment of such sums and under such conditions as the Board of Directors shall in each case or from time-to-time establish. The Board of Directors may establish standards for admission and assign the power to admit MEMBERS and listed entities to the Executive Board.

ARTICLE IV. Term of the COOPERATIVE.

The Intergovernmental Personnel Benefit Cooperative shall operate with fiscal years beginning on July 1st of each calendar year, and the COOPERATIVE shall continue in existence with a term ending on June 30, 2025. At the end of this multi-year period, the term of the COOPERATIVE may be extended for a multi-year period of time, or if not acted upon by the MEMBERS, it shall continue in existence from year-to-year as an intergovernmental agreement with the membership of those governmental bodies which do not provide a notice of withdrawal. The ability of an individual MEMBER of the COOPERATIVE to withdraw shall be as provided in Article XVII.

ARTICLE V. Board of Directors.

(a) There is hereby established a Board of Directors of the COOPERATIVE. Each MEMBER unit of local government shall choose in the manner applicable to that governmental body one (1) person to represent that body on the Board of Directors and shall promptly notify the COOPERATIVE of such selection. The MEMBER may also select an alternate representative to serve when the initial representative is unable to carry out his duties. The person and alternate selected need not be an elected official of the MEMBER. The Board of Directors may from time-to-time establish other officers of the Board, in addition to those established in this Agreement, and choose the manner of selection of such officers.

(b) The Board of Directors shall determine the general policy of the COOPERATIVE which policy shall be followed by all officers, agents, employees and independent contractors working for the COOPERATIVE. It shall have the responsibility for (1) Hiring of COOPERATIVE officers, agents, non-clerical employees and independent contractors, (2) Setting of compensation for all persons, firms and corporations employed by the COOPERATIVE, (3) Program approval, (4) Vendor approval, (5) Setting of fidelity bonding requirements for employees or other persons, (6) Approval of amendments to the By-Laws, (7) The acceptance of new MEMBERS and listed entities, provided, however, that the Board of Directors may assign, in whole or in part, this authority to the Executive Board and it may choose to do so under stated criteria and process mandated by the Board of Directors, (8) Approval of educational and other programs relating to claim reduction, (9) Approval of monthly and supplementary payments to the

Administrative Fund and the Benefit Fund, including that portion of the cost of insurance attributable to each MEMBER, (10) Any other matters not assigned to another committee, officer, independent contractor, or agent, (11) Expulsion of MEMBERS.

- (c) Each MEMBER shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the designated representative of the MEMBER, who shall be called a Director, or in the Director's absence by an alternate selected by the MEMBER in the same manner as specified for the selection of the principal representative. No proxy votes or absentee votes shall be permitted, but, Directors or Alternates may participate in a meeting by electronic means in accordance with law. Voting shall be conducted by voice vote unless one (1) or more MEMBERS of the Board of Directors shall request a roll call vote; provided, however, that any vote to authorize the payment of bills or which requires a greater than a majority vote for passage, shall be by roll call.
- (d) The representative selected by the MEMBER shall serve for a one fiscal year term commencing at the beginning of each fiscal year and until a successor has been selected. The representative chosen by the MEMBER may be removed by the MEMBER during the period of his or her term. In the event that a vacancy occurs in the representative or alternate representative, that MEMBER shall appoint a successor. The failure of a MEMBER to select a representative or his or her failure to participate shall not affect the responsibilities or duties of a MEMBER under this contract.

- (e) The Board of Directors, the Executive Board and any authorized committees may establish rules governing their own conduct and procedure consistent with the By-Laws. All notices required in this Contract and By-Laws document shall be in writing.
- (f) A quorum shall consist of a majority of the MEMBERS of the Board of Directors. Except as provided in Subsection (g) herein, or elsewhere in these By-Laws, a simple majority of a quorum shall be sufficient to pass upon all matters.
- (g) A greater vote than a majority of a quorum shall be required to approve the following matters:
 - (i) Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum; provided, however, that such a rule can only be established by a greater than majority vote at least equal to the greater than majority percentage within the proposed rule,
 - (ii) The expulsion of a MEMBER shall require at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Directors,
 - (iii) Any amendment of these By-Laws except as provided in Subsection (iv) below, shall require the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Directors,
 - (iv) The payment of a contested employee benefit to a MEMBER by the COOPERATIVE in a manner contrary to that reported by the Administrator or the Executive Director, which is brought to the Board of Directors,

shall require the concurrence of at least two-thirds (2/3) of a quorum at a Board of Directors meeting.

- (v) The approval of the benefit programs being offered, annual payments of all kinds, and the allocation of those payments among MEMBERS, shall require the concurrence of at least two-thirds (2/3) of a quorum at a Board of Directors meeting.

- (h) Except as provided herein, no one serving on the Board of Directors shall receive any salary or other payment from the COOPERATIVE and any salary, compensation, payment or expenses for such representative, shall be paid by each MEMBER separate from this Contract. Provided, however, that in the event the person chosen or acting as Treasurer is a member of the Board of Directors, that person may receive such compensation as is established from time-to-time by the Board of Directors. In addition, the Chair of the Board, Treasurer and such other officers as may be selected from time-to-time may submit to the Executive Board for its approval, reimbursement of expenses incurred in the pursuit of their position as officers of the COOPERATIVE. The reimbursement for such expenses, which shall be reported to the Board of Directors in the same manner as other approved payments, may include amounts advanced on behalf of the COOPERATIVE either by the officer or by a MEMBER of the COOPERATIVE.

ARTICLE VI. Board of Directors Meetings.

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(a) Regular meetings of the Board of Directors shall be held at least three (3) times a year. The dates of regular meetings of the Board of Directors shall be established at the beginning of each fiscal year. Any item of business may be considered at a regular meeting. At least one (1) meeting must be held during the first half of the fiscal year and at least two (2) meetings must be held during the second half of the fiscal year. A failure to hold these meetings, as required, shall not invalidate acts otherwise taken. Special meetings of the Board of Directors may be called by its Chair, or by any two (2) Directors. Five (5) days written notice of regular or special meetings of the Board of Directors shall be given to the official representatives of each MEMBER and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.

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(b) The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chair of the Board of Directors or by the convening authority.

(c) To the extent consistent with these By-Laws, and except as modified by procedural rules established, Roberts Rules of Order, latest edition, shall govern all meetings of the COOPERATIVE. Minutes of all regular and special meetings of the Board of Directors and the Executive Board shall be sent to all MEMBERS.

ARTICLE VII. Cooperative Officers.

- (a) In addition to such other officers as may be established from time-to-time by the Board of Directors, the officers of the COOPERATIVE, who shall constitute the Executive Board, shall be the following 11 members: Chair, Vice-Chair, Past Chair, Treasurer, (as Chairman of the Finance Committee), Operations Committee Chair, Director representing entities with 1 to 50 lives, Director representing entities with 51 to 100 lives, Director representing entities with 101 to 200 lives, Director representing entities with 201 to 300 lives, Director representing entities with 301 to 500 lives and Director representing entities over 501 lives. The Chair, Vice-Chair, Treasurer and Operations Committee Chair shall be chosen by the Board of Directors. The Past Chair shall be that person who served as the immediate Past Chair, or if that person is not prepared to serve, a Past Chair chosen by the Chair, and in the absence of such a person, an At-large Representative chosen by the Chair based upon that person's experience in the operations of the COOPERATIVE. Members and subpool Members shall be placed into separate groups according to the size of lives served (not dependents), in effect in the records of the Cooperative shown as of January 1st of each year, in order to vote for the members of the Executive Board chosen by category of lives served.
- (b) The Executive Board shall be responsible for implementing the policy directions of the Board of Directors and shall be responsible for the regular activities of the COOPERATIVE, including but not limited to: the approval of warrants and bills; compliance with growth policy; review audit; recommend investment policy to Board of Directors; recommend programs and vendors to Board of Directors; ser-

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vice level assessment; recommend goals and policy changes to Board of Directors; coordinate selection process and recommend and oversee the performance of the Executive Director. The Executive Board may enter into contracts and expenditures in amounts up to \$50,000, have the authority to renew or extend, with or without amendments, existing contracts with cost decreases or, in the case of increases, those of less than 5% per year and may authorize the Executive Director to enter into contract and expenditures in amounts up to \$5,000. The Board of Directors, by motion, may increase the dollar amounts of the contracts and expenditures, which may be from time-to-time authorized to the Executive Board or the Executive Director.

- (c) Except for the election for a term beginning July 1, 2012, the Chair and Vice Chair shall be limited to one (1) two (2) year term. The term for the remaining Executive Board positions shall be limited to no more than two (2) year consecutive terms, but persons may be selected to a different position. For the fiscal year of the COOPERATIVE, commencing on July 1, 2012, and thereafter, the Chair, Vice-Chair, Treasurer and Operations committee Chair shall be elected to an initial term of one (1) year and thereafter for two (2) years to achieve staggered terms. Other Members of the Executive Board shall be elected for two (2) year terms commencing on July 1, 2012. The election of officers can take place one hundred and twenty (120) days prior to or after the start of a new fiscal year. Officers shall serve until their successors have been chosen and begin their terms. All Members of the Executive Board are expected to conscientiously prepare for, attend, and actively participate in all Board of Directors and Executive Board

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meetings.

- (d) The Chair is the chief elected officer of the COOPERATIVE and directs the overall affairs and operations of the Executive Board; presides over all meetings of the Executive Board and the Board of Directors; and performs all other duties as are authorized in the By-Laws, or as the Executive Board or Board of Directors may authorize and as may be defined in the policies of the COOPERATIVE. The Chair, when authorized, shall execute documents on behalf of the COOPERATIVE and shall perform those duties normally associated with the Chair of an intergovernmental agency. In the absence or inability of the Chair to perform these duties, the Vice-Chair shall temporarily provide those services. If the Chair shall resign or permanently be unable to perform such duties, the Vice-Chair shall succeed to the position of Chair. In the case of vacancies, in all other offices of the Cooperative other than the Executive Director or the Treasurer, the Chair shall appoint individuals with the required qualifications to fill any vacancies until the end of the term of the person leaving the office. The Vice-Chair assists the Chair in directing the affairs and operations of the Executive Board and Board of Directors; acts as presiding officer at meetings in the absence of the Chair.
- (e) The Treasurer shall have charge and custody of and be responsible for all funds and securities of the COOPERATIVE; receive and give all receipts for monies due and payable to the COOPERATIVE from any source whatsoever; deposit all such monies in the name of the COOPERATIVE in such banks, savings and loan associations or other depositories as shall be selected by the Board of Directors;

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keep the financial records of the COOPERATIVE and invest the funds of the COOPERATIVE as are not immediately required in such securities as the Board of Directors shall specifically or generally select from time-to-time. Provided, however, that all investments of the COOPERATIVE funds shall be made only in compliance with the COOPERATIVE'S Investment Policy which must be in accordance with statutory law at the time of any investment. The Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time-to-time may be assigned to the Treasurer by the Board of Directors.

In the absence of the Treasurer, or in the event of the inability or refusal of such officers to act, the Chair of the Board of Directors may temporarily perform the duties of the Treasurer and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Treasurer. A new Treasurer shall be selected at the next regular or special meeting of the Board of Directors, but the Chair may act, in any case, until the selection is made. The Treasurer shall also serve as Chair of the Finance Committee.

- (f) The Board of Directors may, by at least a two-thirds (2/3) vote of the MEMBERS remove the Chair, Vice-Chair, Treasurer or the Chair or any member of any Committee. Such removal shall be within the total discretion of the Board of Directors. The Executive Board may also, by at least a two-thirds (2/3) vote, and within its total discretion, remove an Executive Board member, except for the Chair, Vice Chair, Treasurer or Chairman of the Operations Committee. After removal, the Executive Board shall notify in writing the individual removed and give that person an opportunity to request an appearance before the Executive

Board with at least seven (7) days' prior written notice to contest the removal.

The Executive Board shall permit the person removed to explain why that person would wish to be reinstated to the Executive Board, but the decision of the Executive Board on removal or reinstatement shall not be required to meet any due cause or due process standard. The Executive Board shall notify in writing all of the MEMBERS of the COOPERATIVE of its decision to remove or reinstate the MEMBER of the Executive Board. The decision of the Executive Board shall be final. These officers serve in "at will" positions. In the event that the Chair is removed by the Board of Directors, the Vice-Chair shall take over that position and the new Chair will select the Vice-chair to fill out the remainder of that term.

- (g) Ten (10) or more MEMBERS of the COOPERATIVE may request a special meeting of the Board of Directors held for the purpose of removal of a member or members of the Executive Board. The person proposed to be removed from such a position may address the meeting of the Board of Directors, which, by a majority vote, may remove the member or members. A decision to remove the "at will" members of the Executive Board shall be totally within the discretion of the Board of Directors, which shall not be required to make its decision based upon due cause or due process standards but, rather, simply as a determination of its absolute discretion.
- (h) A Finance Committee is established. The Committee shall have nine (9) members, one of whom, the Treasurer shall serve as Chair. The members of the Committee except for its Chair shall be selected by the Chair of the COOPERATIVE and approved by the Executive Board. The Committee mem-

bers shall be appointed for a term of two (2) years which shall be staggered. The Finance Committee shall serve as a recommending body to the Executive Board. It shall review and recommend the annual budget, programs and vendor performance and other projects and tasks as assigned by the Chair or the Executive Board. The Chairman of the COOPERATIVE shall fill vacancies on the Finance Committee, which appointments shall be until the end of the term of the person replaced.

- (i) An Operations Committee is established. The Committee shall have nine (9) members. The members of the Committee except for its Chair shall be selected by the Chair of the COOPERATIVE and approved by the Executive Board. The Committee members shall be appointed for a term of two (2) years which shall be staggered. The Operations Committee shall serve as a recommending body to the Executive Board. It shall review the day-to-day operations of the COOPERATIVE and make recommendations for changes needed or actions to create greater efficiencies. The Chairman of the COOPERATIVE shall fill vacancies on the Operations Committee, which appointments shall be until the end of the term of the person replaced.
- (j) A Membership Development committee is established. The Committee shall have at least five (5) members. The members of the Committee and its Chair shall be selected by the Chair of the COOPERATIVE and approved by the Executive Board. The Committee members shall be appointed for a term of two (2) years which shall be staggered. The Membership Development Committee shall

provide onboarding, mentoring, education, training, networking, and leadership development to the IPBC membership. The Chairman of the COOPERATIVE shall fill vacancies on the Membership Development Committee which appointments shall be until the end of the term of the person replaced.

- (k) The Board of Directors or the Executive Board may establish on a permanent or ad hoc basis other committees or Boards to serve the COOPERATIVE.
- (l) When officers of the COOPERATIVE need to be selected by the Board of Directors, the Executive Board shall name a Nominations Committee, which will consider candidates and make a recommendation for the filling of the positions. The Executive Board may, but shall not be required to, select a past Chair who shall serve as Chair of the Nominations Committee. The past Chair may be authorized to select Delegates or Alternates to serve as Members of the Nominations Committee. The Nominations Committee shall present to the Board of Directors a recommended slate of candidates for review by the membership. This report shall be submitted no later than thirty (30) days before the date of the meeting of the Board of Directors at which the elections shall take place. Other persons seeking to be named to positions on the Executive Board may have their names offered in nomination for such positions.
- (m) The COOPERATIVE shall purchase a blanket fidelity bond in an amount to be established by the Board of Directors to assure the fidelity of all officers, directors, and employees of the COOPERATIVE who shall have the authority to receive or authorize by their signature or order the payment of COOPERATIVE

funds. Additional fidelity and similar coverages may be procured by the COOPERATIVE from time-to-time.

- (n) The Board of Directors may select a financial institution to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a management company or agent to carry out some or all of the functions which would otherwise be assigned to an Administrator.

ARTICLE VIII. Finances.

A. Administrative Fund.

The cost of the administration of the COOPERATIVE shall be borne by each of its MEMBERS in direct proportion to the number of employees and officers of the MEMBER and listed entities whose benefit programs are to be administered by the COOPERATIVE as compared to the total number of such persons served by the COOPERATIVE.

Whenever payments to the Administrative Fund shall be based upon an estimate, the MEMBER shall promptly receive a refund or pay a deficiency when final figures become available. The Administrative Fund shall pay all of the administrative costs of the COOPERATIVE and payment shall be made to cause the administration of all actions approved by the Board of Directors and the Executive Board.

B. The Benefit Fund.

Payments into the Benefit Fund will be developed and administered in the following manner:

1. Before the start of each fiscal year, the Administrator and the Executive Director, will determine on the basis of financial data the amount of total payments from all MEMBERS necessary to fund anticipated benefit payments and the cost of insurance.
2. The Administrator and the Executive Director, will also recommend how this total amount of anticipated expenses should be divided among the MEMBERS. The charges to be made to the MEMBERS shall be determined by a vote of the Board of Directors which shall, in establishing such sums due, treat all similarly situated MEMBERS in an equal manner.

Such a vote must receive at least the concurrence of two-thirds (2/3) of a quorum at a Board of Directors meeting.

3. The Board of Directors may, each fiscal year, choose an allocation of the payments into the Benefit Fund whereby some or all of the costs are divided among the MEMBERS based upon general increases or decreases in the total costs of the COOPERATIVE without regard to the claims made against individual MEMBERS or it may elect to grant debits or credits based upon the individual plans offered by the MEMBERS or the level of claims. Debits or credits may be expressed through the use of a banding formula. (Also see Article IX.)
4. In the event that the Board of Directors shall fail to approve the charges or allocations by the requisite vote, the charges and allocations for the next year shall, until and unless modified, be based upon the prior year's allocations with charges increased by ten percent (10%) and additionally subject to the obligation to make Supplementary Payments.
5. The COOPERATIVE will purchase such other insurance coverage as may be approved by the Board of Directors.
6. Without regard to any other provision contained within this Article VIII, the Board of Directors may establish charges to be paid by the MEMBERS for life insurance benefits to be based upon total pooling of the experience of all MEMBERS with each MEMBER paying the same cost per employee for such life insurance coverage. The time at which a determination regarding the amounts due for such life insurance coverage

and the manner in which such amounts shall be paid shall be the same as that established for other payments into the Benefit Fund. The Board of Directors may also establish a program to provide dental or other benefits to MEMBERS which wish such coverage.

C. Cash Flow Account.

The Cooperative shall maintain a Cash Flow Account. Each MEMBER shall make payments into that account equal to some percentage set by the Board of Directors of the payments that MEMBER has made into the Benefit Fund. The Board of Directors shall determine the manner in which each MEMBER'S obligation to make payments into the Cash Flow Account is established to assure that an adequate balance for the payment of claims remains in that account at all times. Automatic withdrawals from the Terminal Reserves of a MEMBER may be made by the MEMBER or the Executive Board to fund deficits in the Cash Flow Account. The Board of Directors shall determine whether the Cash Flow Account shall be treated as a single fund which can be utilized for the payment of the claims of any MEMBER or whether each MEMBER shall be obligated to maintain its own individual account. If separate accounts are maintained, MEMBERS may be individually required to make up deficiencies in their accounts. The establishment of payments into the Cash Flow Account from a single fund must receive at least the concurrence of at least the vote of two-thirds (2/3) of a quorum at a Board of Directors meeting.

D. General Fiscal Matters.

The Board of Directors shall provide to the MEMBERS an annual audit of the financial affairs of the COOPERATIVE to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principals.

E. Supplementary Payments.

If, during any year, the funds on hand are not sufficient to pay benefits or administrative expenses which are the responsibility of the COOPERATIVE and not through a failure of insurance coverage or other causes, the Board of Directors shall require Supplementary Payments. The increased payments shall be computed utilizing the same method under which payments were made for the year in question and except for payments into the Administrative Fund where payments shall be made by all MEMBERS, they shall only be due from MEMBERS which were entitled to receive benefits from the account which requires Supplementary Payments. If a MEMBER transfers employees and officers from a fund where Supplementary Payments are due to another fund, a determination shall be made by the Board of Directors as to the amount of Supplementary Payments due from that MEMBER arising from its prior participation in that fund.

F. Terminal Reserves

During any fiscal year, and with the approval of the Treasurer, a MEMBER may withdraw from the COOPERATIVE any amount of Terminal Reserves provided that there shall be deducted from that payment any amounts owed by the MEMBER or reasonably anticipated to be owed by the MEMBER to the COOPERATIVE either being then due and payable or estimated to be due based upon tentative figures or preliminary audits, or any other amounts due from the MEMBER to the COOPERATIVE. The Treasurer may always deduct from a MEMBER's Ter-

terminal Reserves any amounts necessary to pay for that MEMBER's obligations to the COOPERATIVE. Within thirty (30) days after a final audit, approved by the Board of Directors, the amounts then determined to be owed to the COOPERATIVE shall be deducted from the Terminal Reserves. Thereafter, the MEMBER shall receive a determination of the Treasurer within sixty (60) days of a written request. The Treasurer shall provide a written report to the Executive Board of any approved requests for withdrawals from Terminal Reserves within sixty (60) days after the withdrawal. If the COOPERATIVE shall have advanced funds on behalf of a MEMBER such that the MEMBER is expected to have a deficit balance in its Terminal Reserves, then, within sixty (60) days after written notice, the MEMBER shall be required to pay to the COOPERATIVE at least sufficient funds so as to remove the deficit in its Terminal Reserves.

G. Suspension or Termination of Claim or Other Payments.

In any situation, where the Executive Board should determine that a Member has not promptly paid to the COOPERATIVE any financial obligation then due, which is in excess of the amount of \$50,000.00, or is more than one-half of one month's contribution, whichever is less, it may direct that the payment of the Member's claims or other sums sought shall be suspended or terminated for a specified period of time or until certain specified actions have taken place. If the decision is made by the Executive Board, the suspension may be for a period of time up to and including the date at which the Board of Directors considers and takes action relating to a proposed termination of membership or other action. The Executive Board shall notify the Members of the Board of Directors of its decision. The Board of Directors may also vote to suspend or terminate the payment of claims in the situations provided for above.

As is provided in the PURPOSE section, the IPBC is to "jointly administer some or all of

the personnel benefit programs offered by its MEMBERS to their officers and employees....”

The COOPERATIVE has determined that the funding of those administrative acts is dependent upon the prompt and full payment by MEMBERS of their obligations. A defaulting MEMBER, rather than the COOPERATIVE, shall be fully responsible for any claims, demands or suits, or any increased costs allegedly caused by a suspension or termination of claim payment on behalf of a MEMBER in financial default. In case such a claim, demand, suit or increased cost is made or incurred by the COOPERATIVE, the defaulting MEMBER shall hold harmless, defend and indemnify the COOPERATIVE, its other MEMBERS and their officers and employees against such claim, demand, suit or cost.

H. Payments in Error.

If the COOPERATIVE should in error pay any benefit claims, administrative fees or other charges on behalf of a Member, which it was not obligated to pay, the Member shall, upon thirty (30) days' written notice, reimburse the COOPERATIVE for the amounts improperly paid.

ARTICLE IX. Plan of Benefits, HMOs and Reductions In Coverage.

MEMBERS may change the Plan of Benefits provided at any time, but shall notify the Administrator and the Executive Director at least sixty (60) days prior to the intended effective date of such change; and such change shall be subject to a redetermination on the underwriting basis of the payments due the COOPERATIVE. The Administrator shall make a determination as to the amount of the increased or reduced payment required in light of the change. If the MEMBER should dispute the amount of the redetermination, an initial decision regarding such amount shall be made by the Executive Board with an appeal to the Board of Directors. In the event that the Administrator should determine that the proposed change provides a level or type of coverage, the cost of which cannot be determined on an underwriting basis or which would provide an excessive risk to the COOPERATIVE, or is inconsistent with the insurance purchased by the COOPERATIVE or would otherwise not be in the best interest of the COOPERATIVE, the Administrator shall present that opinion and the reasons supporting that opinion in writing to the MEMBER requesting the change and to the Chair and the Executive Director. The change shall not come into effect within the COOPERATIVE's plan of benefits except in the manner recommended by the Administrator unless the decision of the Administrator is overturned or modified by the Executive Board or the Board of Directors. The MEMBER may institute the change, but shall be individually financially responsible for the administration and payment of such benefits as are not eventually authorized to be provided within the COOPERATIVE. The Administrator shall as promptly as possible re-price covered benefits. No claim may be made against the COOPERATIVE for the unauthorized change.

The COOPERATIVE may offer to its MEMBERS participation in an HMO Fund separate from the Benefit Fund to pay the costs of providing HMO services to the officers and em-

ployees of the participating MEMBERS. Accounting for this Fund, including surplus or deficit amounts, shall be separate from the Benefit Fund. For any fiscal year if the Board of Directors of the COOPERATIVE votes to provide an HMO Fund for the fiscal year, all MEMBERS offering HMO benefits to their officers and employees shall only offer the Plan of Benefits of the COOPERATIVE'S HMO Fund or those in union-sponsored programs.

An HMO Plan of Benefits shall mean any plan which provides benefits to participants through a restriction on the doctors who provide services, an absence of substantial deductible or co-payments and an absence of or simplified claim forms. An HMO Plan of Benefits may be offered by the COOPERATIVE either through joint purchase or pooling.

The rates for the HMO Plan or Plans of Benefits offered by the COOPERATIVE for the specific plans of its MEMBERS shall be established by the Board of Directors. The Board may establish an average annual rate percentage change for the HMO Fund as a whole, and may then, through the use of a banding formula, establish bands of no more than 10 percentage points more or less than the average annual price adjustment for those MEMBERS whose claims experience has been above or below the average. It may also approve other allocation formulas.

Where the COOPERATIVE establishes set rates, under two (2) circumstances and upon a report of the Administrator or the Executive Director, the Board of Directors may individually rate a MEMBER or MEMBERS. Where the actual paid claims, incurred by a MEMBER during any two (2) or more years of a three (3) year period, were both in the highest or both in the lowest bands, or where it is discovered that claim history material submitted by a MEMBER was improperly stated, that MEMBER or MEMBERS may be individually rated and may be required to contribute to the appropriate Fund a sum no more than 100% greater or lesser than the amount which would be payable had that MEMBER or MEMBERS been rated with the group as a

whole. Such individual rating shall carry into another cycle until such time as the paid claims of the MEMBER have declined for a year so that the MEMBER would be entitled to be rated with the group as a whole.

If, for any year or years, the Board of Directors should determine that there are surplus funds within the HMO Fund which can be distributed to the MEMBERS without harming the fiscal integrity of the HMO Fund, those surplus funds shall be distributed to all existing and prior MEMBERS of the COOPERATIVE (who validly withdrew) who made contributions into the HMO Fund in the proportion in which those contributions were made. A determination as to whether surplus funds shall be distributed to the remaining MEMBERS of the COOPERATIVE shall be made from time-to-time by the Board of Directors.

If a MEMBER, in accordance with the By-Laws, elects to withdraw from the COOPERATIVE, or if it has no officers or employees who will receive the HMO Plan of Benefits for the next fiscal year, it shall be the obligation of that MEMBER to pay all the claims of its officers and employees for HMO services under the COOPERATIVE which were performed prior to the commencement of that next fiscal year, but not submitted and processed before the end of that fiscal year, but within the time period allowed for submissions. The Executive Board, on the recommendation of the Administrator, may require a MEMBER to pre-fund an amount estimated to be sufficient to pay for such HMO runoff claims and administration.

Within sixty (60) days after the approval of the audit of the COOPERATIVE's HMO Fund for the prior fiscal year, a final accounting of funds owed or owing shall take place. If a MEMBER which has offered an HMO Plan of Benefits shall have no officers or employees receiving such benefits in a subsequent fiscal year, or if that MEMBER has validly withdrawn from the COOPERATIVE, then that MEMBER, subject to a pre-funding of HMO run-off claims

and administration, shall be entitled to its percentage of any surplus funds within the HMO Fund. The payment of surplus funds or the receipt of amounts otherwise due from the MEMBER shall be carried out in accordance with the provisions of Article XVII.

In the event that HMO coverage is no longer offered by the COOPERATIVE, any surplus funds remaining shall, after audit and the setting aside of run-off amounts, be distributed to the MEMBERS (except for expelled MEMBERS) in the proportion in which they contributed funds to the HMO Fund.

If the number of employees or officers of the MEMBERS eligible to receive some portion of any of the COOPERATIVE's benefits should decline or where for some other reason the Administrator is concerned about the ability of a specific fund to cover potential claims, the matter shall be brought to the attention of the Executive Board and the Board of Directors. The Board of Directors may determine that the coverage shall no longer be offered or its scope or amount of coverage shall be prospectively reduced. A decision to make such a reduction shall not become effective for at least sixty (60) days after the vote of the Board of Directors.

ARTICLE X. Insurance and Other Coverages.

The COOPERATIVE may purchase insurance from a company permitted to write such coverage in Illinois. The COOPERATIVE may also join with other intergovernmental entities to provide collective self-insurance. The obligation of any MEMBER to the COOPERATIVE shall be limited to funding those benefits collectively self-insured by the COOPERATIVE. No MEMBER shall be responsible for the benefit claims of another MEMBER which were to be paid by insurance but were not paid or at levels above the insurance purchased for MEMBERS.

ARTICLE XI. Obligations of Members.

The obligations of MEMBERS of the COOPERATIVE shall be as follows:

- (a) To appropriate or budget for, where necessary to levy for and to promptly pay all monthly and supplementary or other payments to the COOPERATIVE at such times and in such amounts as shall be established by the Board of Directors within the scope of this Contract and By-Laws. Any delinquent payments shall be paid with a penalty which shall, for the period of non-payment, be equivalent to the prime rate of interest on the date of delinquency charged by the bank in Illinois with the largest assets or the highest interest rate allowed by statute to be paid by an Illinois non-home rule municipality whichever is greater. In the event that the COOPERATIVE shall be required to expend funds for administrative, legal or other costs brought about by the failure of a MEMBER to pay sums owed the COOPERATIVE or to otherwise comply with its obligations, such amounts expended shall be added to the sums due the COOPERATIVE and shall be payable by the MEMBER. In the event that a MEMBER of the COOPERATIVE should sue the COOPERATIVE or any of its MEMBERS or officers regarding an interpretation of this Contract and By-Laws, an action taken by the Board of Directors or officers or any other matter arising out of its membership in the COOPERATIVE, and should not be the prevailing party in that suit, it shall, as part of its contractual obligation to this COOPERATIVE, pay the reasonable attorneys' fees and other costs and expenses expended by the COOPERATIVE in defending against that suit.

- (b) During its entire membership in the IPBC, a MEMBER shall only exclusively provide to its employees and officers, except independent contractors, or those in union-sponsored programs, the health and accident benefits and associated life insurance coverage of the COOPERATIVE.

In entering into this intergovernmental agreement, each MEMBER, sub-pool and sub-pool member acknowledges, recognizes and accepts that intergovernmental agreements are voluntary associations where the MEMBERS can determine, by contract and, by authorized actions of the Board of Directors and the Executive Board, the identity of the MEMBERS, how MEMBERS and those otherwise bound can be admitted, dealt with during membership and expelled.

- (c) To select a person to serve on the Board of Directors and to select an alternate representative.
- (d) To allow the COOPERATIVE reasonable access to all facilities of the MEMBER and all records including but not limited to financial records which relate to the purpose and powers of the COOPERATIVE.
- (e) To furnish full cooperation with the COOPERATIVE's Executive Director, Committees, attorneys, claims adjusters, the Administrator and any Board or committee, agent, employee, officer or independent contractor of the COOPERATIVE relating to the purpose and powers of the COOPERATIVE.
- (f) To furnish the COOPERATIVE with a copy of revisions to its written benefit program at least sixty (60) days prior to the effective date of such change.
- (g) To report to the COOPERATIVE as promptly as possible all claims made to it within its benefit program as administered by the COOPERATIVE.

- (h) To follow those procedures regarding the administration of and application for benefits adopted by the Board of Directors which do not reduce the level of benefits contained within any MEMBER's individual benefit program, which are to be paid for by funds of or through the COOPERATIVE. For example, large case management, frequency and amount of claim submissions and wellness programs. The adoption of such procedures shall require at least the concurrence of at least the votes of two-thirds (2/3) of the entire membership of the Board of Directors.
- (i) This Contract and By-Laws document is not intended to create or provide any rights in third-parties, including, but not limited to the individuals to whom the MEMBERS provide benefits.

ARTICLE XII. Liability of Board of Directors or Officers.

The MEMBERS of the Board of Directors or officers of the COOPERATIVE should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of COOPERATIVE funds, or failure to invest. No Director shall be liable for any action taken or omitted by any other Director. No Director shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Administrative Fund shall be used to defend and hold harmless any Director or officer for actions taken by the Board of Directors, the Executive Board, Committee members, or performed by the Director within the scope of his or her authority. The COOPERATIVE may purchase insurance providing similar coverage for such Directors or officers.

ARTICLE XIII. Additional Insurance.

The Administrator and the Executive Director, through the distribution of the minutes of the Board of Directors or through other means, shall inform all MEMBERS of the scope and amount of insurance in force from time-to-time. Membership in the COOPERATIVE shall not preclude any MEMBER from purchasing any insurance coverage above those amounts or in addition to that purchased by the COOPERATIVE. The COOPERATIVE may also create and administer programs to pay dental or other claims. All funds for the operation of such programs shall be accounted for separately and the financial obligations arising from such programs shall only be the responsibility of MEMBERS which participate.

ARTICLE XIV. Disputes Over Coverage.

In the event that a MEMBER should question whether its employee or officer or that of a listed entity is entitled to payments, that MEMBER shall, in writing, direct the COOPERATIVE not to pay any further amounts arising from such claim after the date of the receipt of the written direction. When so directed, the COOPERATIVE shall not pay such claim unless the MEMBER's order is withdrawn. Provided, however, that the MEMBER shall defend and hold harmless the COOPERATIVE against all costs, including defense costs, or damages which the COOPERATIVE shall incur in acting on the direction of the MEMBER. The COOPERATIVE may require the MEMBER to advance funds to support this obligation and on a failure of the MEMBER to do so, it may choose to make the payment.

In the event that an officer or employee or other person claiming benefits from a MEMBER or the MEMBER itself should contest the decision of the Executive Board or the Board of Directors, which declines to pay a benefit in whole or in part, the decision of the Executive Board or the Board of Directors shall be final in the absence of fraud. The COOPERATIVE shall have no financial responsibility if a company which provides insurance for benefit claims refuses or is unable to pay such claims. In the absence of action by the Board of Directors to recover such funds from the Company the MEMBER affected may pursue the matter at its expense.

ARTICLE XV. Contractual Obligation.

This document shall constitute a contract among the MEMBERS of the COOPERATIVE. The obligations and responsibilities of the MEMBERS set forth herein including the obligation to take no action inconsistent with this Contract and By-Laws as originally written or validly amended shall remain a continuing obligation and responsibility of the MEMBER. The terms of this contract may be enforced in a court of law either by the COOPERATIVE itself or by any of its MEMBERS. The consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the MEMBERS set forth herein and the advantage gained by MEMBERS in anticipated reduction of administrative costs for the processing of personnel benefits. Provided, however, that the financial obligations of a MEMBER are limited to that agreed to herein or such additional obligations as may come about through amendments to these By-Laws. The Scope of Coverage of the COOPERATIVE shall extend only to the MEMBERS. This intergovernmental agreement is not intended to, nor does it grant, any rights, including but not limited to, the right to an interpretation of its provisions or benefits to any third-parties.

ARTICLE XVI. Expulsion of Members.

By at least the concurrence of the vote of at least two-thirds (2/3) of the entire remaining membership of the Board of Directors, any MEMBER may be expelled. Such expulsion, which shall take effect in the manner set out below, may be carried out for one or more of the following reasons:

- (a) Failure to make any payments due to the COOPERATIVE,
- (b) Failure to exclusively provide to its employees and officers, except independent contractors, or those in union-sponsored programs, the health and accident benefits and associated life insurance coverage of the COOPERATIVE,
- (c) Failure to furnish full cooperation with the COOPERATIVE's attorneys, Executive Director, Administrator and any agent, employee, officer or independent contractor of the COOPERATIVE relating to the purpose and powers of the COOPERATIVE,
- (d) Failure to carry out any obligation of a MEMBER which impairs the ability of the COOPERATIVE to carry out its purpose and powers.

No MEMBER may be expelled, except after notice from the COOPERATIVE, of the alleged failure along with a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. The MEMBER, within that 15 day period, may request a hearing before the Board of Directors before any decision is made as to whether the expulsion shall take place. The Board of Directors shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board of Directors may appoint a hearing officer to conduct such hearing and make a recommendation to the Board of Directors based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close

of the hearing. A decision by the Board of Directors to expel a MEMBER after notice and hearing and a failure to cure the alleged defect shall be final unless the Board of Directors shall be found by a court to have committed a gross abuse of discretion. After expulsion, the former MEMBER shall continue to be fully obligated for any payments due to the COOPERATIVE which were created during the term of its membership along with any other unfulfilled obligation as if it were still a MEMBER of the COOPERATIVE.

The obligation of the COOPERATIVE to administer the claims filed under the benefit program of the expelled MEMBER shall cease thirty (30) days after the date of expulsion, provided that the MEMBER is not in financial arrears to the COOPERATIVE. If the expelled MEMBER is in financial arrears to the COOPERATIVE, including estimated deficits, the administration of claims shall cease immediately upon expulsion. After expulsion, the COOPERATIVE or its Administrator may agree by contract to administer and pay the claims of the expelled MEMBER using funds furnished by the expelled MEMBER. The expelled MEMBER shall be required to pay the cost of the transfer of such document if it should choose to pay claims by itself or through others.

ARTICLE XVII. Withdrawal of a Member and Continuation
 or Termination of the COOPERATIVE.

MEMBERS shall have the right to withdraw from membership at the end of any fiscal year if proper notice of withdrawal is given in the manner provided in this Article. The obligation of a MEMBER shall include continuing participation with regard to all classes of officers and employees of the MEMBER, not including its listed entities, established as being entitled to benefits at the commencement of each fiscal year. Provided, however, that if a MEMBER should choose to end continuing participation with regard to officers and employees of the MEMBER, other than at the end of a one-year term, who are to be provided health and life insurance coverage in a union-sponsored program, the COOPERATIVE shall permit such withdrawal, but it may re-price the costs of benefits to the continuing employees or officers based upon the same underwriting criteria used by that COOPERATIVE in the normal course of its business. If officers or employees are withdrawn from the COOPERATIVE into a union-sponsored program, they may subsequently be returned to coverage, but only on an underwriting basis. In addition, when the withdrawal is into a union-sponsored program, no MEMBER shall be expelled from the COOPERATIVE if the continuing employees or officers meet the general criteria required from time-to-time for other MEMBERS of the COOPERATIVE. If a MEMBER, which no longer meets the underwriting criteria as a MEMBER should be voluntarily admitted to an intergovernmental agency (sub-pool), which itself is a MEMBER of the COOPERATIVE, it may continue receiving benefits from the COOPERATIVE under the Contract and By-Laws of the Intergovernmental Agency. Provided, however, that upon at least a two-thirds (2/3) affirmative vote of the entire membership of the Board of Directors, any MEMBER may be relieved of continuing participation with regard to a particular class or classes of officers and employees of the

MEMBER. In addition, a MEMBER shall only be required to provide continuing participation for those persons within such classes of officers and employees as are actually employed or working for the MEMBER.

Any MEMBER of the COOPERATIVE may withdraw from the COOPERATIVE at the end of a fiscal year of the COOPERATIVE upon the giving of at least ninety (90) days prior written notice of withdrawal. Such notice shall be addressed to the Chairman of the COOPERATIVE and the Executive Director, and shall be accompanied by a resolution of the Corporate Authorities of the MEMBER electing to withdraw from the COOPERATIVE.

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If a MEMBER should withdraw from the COOPERATIVE and the contract between the COOPERATIVE and providers do not provide for mandatory run-off claim payments, no benefit claims of the MEMBER shall be processed or paid by the COOPERATIVE after the close of the fiscal year in which withdrawal takes place, unless the withdrawing MEMBER shall enter into a contract with the COOPERATIVE or the provider to provide such services using funds furnished by the withdrawing MEMBER. Pending claims and other records relating to the withdrawing MEMBER shall, in the absence of such a contract, be turned over to that MEMBER in a prompt manner and at that MEMBER's cost.

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If a MEMBER should withdraw from the COOPERATIVE, as of the date of its withdrawal, individual stop loss or aggregate stop loss insurance policies purchased by the COOPERATIVE, on behalf of its MEMBERS, will likely contain provisions which will provide that such insuring entities will be required to pay no claims of a withdrawing MEMBER which were not paid during the time of its Membership. Withdrawing MEMBERS will be required to pay such claims not paid during the time of its Membership. Withdrawing MEMBERS may wish to explore individually purchasing extensions of such insurance policies if available to them

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from the insuring entities or arrange for alternate insurance coverages. MEMBERS should be aware of such payment obligations which will not be those of the COOPERATIVE except in the unlikely event that such individual stop loss or aggregate insurance policies provide for additional coverage.

With regards to benefit claims and administrative fees after a MEMBER withdraws in any way from the COOPERATIVE, the contract between the COOPERATIVE and the entity offering HMO benefits may provide that the COOPERATIVE is responsible for certain payments to the HMO for benefit claims and administrative costs for a continuing period. If a contract contains such a provision, the withdrawing MEMBER is responsible for the payment to the COOPERATIVE for all of such payments for the period contained within that agreement.

With regards to benefit claims and administrative fees after a MEMBER withdraws in any way from the COOPERATIVE, the Contract between the COOPERATIVE and the entity or entities offering other than HMO benefits may also provide that the COOPERATIVE is entitled to those entities paying the run-off claims of the withdrawing MEMBER for a period of time specified in the Contract. Such a contract may obligate the COOPERATIVE to pay the provider for the payment of the agreed-upon claims of the withdrawing MEMBERS with the specified period of time even if the withdrawing MEMBER should be in default of its obligations to pay the COOPERATIVE for the previously-agreed to run-off coverage after the MEMBER'S withdrawal. Such contracts with providers may prevent the COOPERATIVE from directing the provider not to pay claims of the withdrawing MEMBER even if the withdrawing MEMBER is in default of its requirements. In some cases, the provider will advance funds and bill the COOPERATIVE after the payments have been made. Under other contracts, the provider may stop the payment for all continuing MEMBERS or MEMBERS which have withdrawn from the

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COOPERATIVE and have fully paid in advance or as requested for run-off claims. Because of the serious adverse affect to all of the COOPERATIVE'S MEMBERS in the event that a withdrawing MEMBER fails to pay such amounts, the COOPERATIVE may utilize any funds within the account of the withdrawing MEMBER to pay for such run-off claims or may require the withdrawing MEMBER to advance funds reasonably estimated to be paid by the provider and the COOPERATIVE in fulfilling run-off payment provisions of the previously executed contracts with the providers. All withdrawing MEMBERS shall remain fully obligated for their portion of all expenses of and claims agreed to be paid by the COOPERATIVE incurred during the period of their Membership and during any period in which contractually obligated run-off claims are to be paid. The COOPERATIVE may seek to recover those funds at any time or seek to require advance payment of estimated costs.

Within one-hundred twenty (120) days after the approval of the audit of the COOPERATIVE for the prior fiscal year, a final accounting of funds owed or owing shall take place. Such accounting shall include all funds of the COOPERATIVE. If the amount owed to or owing from the withdrawing MEMBER shall be \$25,000 or less, the party owing such funds shall make payment within ninety (90) days after the final accounting. If the amount owed to or owing from the withdrawing MEMBER shall be over \$25,000, the party owing such funds may pay such funds owed in no more than 13 equal monthly payments with interest at the highest amount lawfully payable by a non-home rule Illinois municipality with the first payment to commence within ninety (90) days after the final accounting is established.

If the withdrawal of MEMBERS prior to the start of the next fiscal year shall reduce the number of covered employees and officers of the remaining MEMBERS, and any new MEMBERS legally committed to membership for the next fiscal year, to less than 2,000 covered

lives, the COOPERATIVE shall, except for winding up its affairs, cease its operations at the end of the then-concluding fiscal year. In that case, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the winding up of the affairs of the COOPERATIVE. If, during any fiscal year, the number of covered employees and officers should, through the withdrawal or expulsion of listed entities or attrition, be reduced to below 2,000 covered lives persons, any MEMBER may call a special meeting to discuss the feasibility of continuing the COOPERATIVE in operation until the close of that fiscal year.

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If any MEMBER should file a suit against the COOPERATIVE questioning the validity of the Contract and By-Laws document, or should raise the validity of this document in a suit by the COOPERATIVE and the validity of the Contract and By-Laws document is sustained, that MEMBER shall pay for the full legal and defense costs of the COOPERATIVE in that suit.

By execution of this Contract and By-Laws document, we do hereby certify that its approval and our membership in the IPBC has been authorized by our governing Board.

DATED: _____

Name: _____
Title: _____



Agenda Item Executive Summary

Title: Resolution No. R-35-2021: Creating a Regional Fire Training Tower Cooperative (Adoption)

Presenter: John Ripka, Deputy Fire Chief

Agenda Date: 03/02/2021

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

Consent: YES NO

Item History:

The Fire Department training tower is a four-story live-fire training facility built in the 1970's with a two-story family residential section added in 2006. The tower provides opportunities for firefighters to train on hoseline advancement, ladder placement, ventilation, extrication, rescue techniques, and other evolutions under live fire and smoke conditions. Over the years, the building has sustained wear and tear from the fire, heat, and water used during training evolutions and is need of significant repairs and maintenance.

Executive Summary:

The Fire Department proposes entering into Intergovernmental Agreements (IGAs) with Wilmette, Northfield, and Glencoe to assist with the maintenance/repair costs of the building and increase the training opportunities and capabilities for all four Fire Departments. The IGAs include a maintenance fee of \$25,000 to be used toward the repairs of the tower. This fee will be paid in installments by each Village over the next 3-5 years. The IGAs also allow the three communities the opportunity to train at the facility. The regional training cooperative will be coordinated by the training officers from each department, who will be meeting on a monthly basis and will ensure daily operations at the public works facility are not interrupted. This added benefit allows Winnetka firemedics to train with the neighboring communities that we typically work with at structure fires and other emergencies.

Recommendation:

Adoption of Resolution No. R-35-2021 approving Intergovernmental Agreements between the Village of Winnetka and the Villages of Wilmette, Northfield, and Glencoe to use Winnetka's Fire Training Tower.

Attachments:

- 1: Resolution No. R-35-2021
- 2: IGA between Winnetka and Wilmette
- 3: IGA between Winnetka and Northfield
- 4: IGA between Winnetka and Glencoe

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS WITH THE VILLAGES OF NORTHFIELD, GLENCOE, AND WILMETTE FOR THE USE OF THE VILLAGE'S FIRE DEPARTMENT TRAINING TOWER

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, the Village owns and manages the fire department training tower located at the Village's Public Works Facility at 1390 Willow Road, for the use by the Village and partnering municipalities to train, perform, and observe simulated fire rescue functions that simulate real fire conditions ("**Training Tower**"); and

WHEREAS, the Village has partnered with the Villages of Glencoe, Northfield, and Wilmette (collectively, the "**Local Governments**") to share the maintenance costs associated with the upkeep of the Training Tower, in exchange for the Local Governments being given a right to use the Training Tower, all in accordance with the terms of intergovernmental agreements entered into individually between the Village and each member Local Government ("**Intergovernmental Agreements**"); and

WHEREAS, the Village President and Village Council have determined that entering into the Intergovernmental Agreements with the Local Governments will serve and be in the best interest of the Village;

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 INTERGOVERNMENTAL AGREEMENTS. The Village Council hereby approves the Intergovernmental Agreements by and between each Local Government and the Village, attached to this Resolution as **Exhibit A**, and each in substantially the same form attached hereto and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENTS. The Village Council hereby authorizes and directs the Village Manager and the Village Clerk to execute and seal, on behalf of the Village, the final Intergovernmental Agreements.

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]

{00119030.1}
March 2, 2021

R-35-2021

ADOPTED this March 2, 2021, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
INTERGOVERNMENTAL AGREEMENTS

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF WINNETKA AND THE VILLAGE OF WILMETTE
TO USE FIRE TRAINING TOWER

THIS INTERGOVERNMENTAL AGREEMENT ("*Agreement*") is made and entered into as of the _____ day of _____, 2021 ("*Effective Date*"), and is by and between the VILLAGE OF WINNETKA ("*Village*"), an Illinois municipal corporation, and the VILLAGE OF WILMETTE ("*User*") (collectively "*Parties*").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

SECTION 1. RECITALS.

A The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance. In addition, the provision of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation.

B The Village is the record title owner of the property commonly known as the Village of Winnetka Public Works Facility and located at the address commonly known as 1390 Willow Road in the Village ("*Public Works Facility*"), which Public Works Facility includes a fire training tower ("*Training Tower*") for use by the fire departments of the Village and its partner municipalities, such as the User, to train, perform, or observe simulated fire rescue functions in conditions that simulate real fire conditions ("*Training Activities*").

C User, from time to time, desires to enter, occupy, and use the Public Works Facility, the Training Tower, and all appurtenances to the Training Tower (collectively, the "*Village Fire Training Facilities*") in order to perform the Training Activities for its employees and citizen fire safety courses.

D In cooperation with the Village of Northfield and the Village of Glencoe, User desires to contribute to the maintenance costs of the Training Tower.

E In the spirit of intergovernmental cooperation, the Village desires to grant User permission to enter, occupy, and use the Village Fire Training Facilities when the Village itself does not require their use or in conjunction with Training Activities performed jointly by the Village and the User.

F The Parties desire to enter into this Agreement to set forth the rights and obligations of the Village and User with respect to the Village Fire Training Facilities and the Training Activities.

SECTION 2. USE AND CARE OF THE VILLAGE FIRE TRAINING FACILITIES.

A **Terms of This Agreement.** The Parties acknowledge and agree that this Agreement and the terms and conditions contained herein shall govern any time User enters, occupies, or uses the Village Fire Training Facilities for the purpose of performing any Training Activities.

B. Maintenance Fee. User will pay to the Village, in accordance with and subject to the terms and conditions set forth in this Agreement, and the Village will accept, the total sum of \$25,000 to cover costs necessary to maintain the Training Tower ("*Maintenance Fee*"). The Maintenance Fee will be payable to the Village over the course of five years, in annual installments of \$5,000.00. Installments must be paid within 60 days of the anniversary of the Effective date, the first installment coming due immediately upon execution of this Agreement.

C. Damage to Village Fire Training Facilities. User agrees to pay for any damage to, or repairs necessary for, the Village Fire Training Facilities or to any other property of the Village that occurs while User has entered or is occupying or using the Village Fire Training Facilities, including all damage caused by User's employees, residents, agents, volunteers, or other representatives (collectively, the "*User Representatives*"). User shall pay for all damage within 30 days upon receiving notice from the Village.

D. Modifications to Village Fire Training Facilities. User shall not make any modifications or repairs to any of the Village Fire Training Facilities without the prior written approval of the Village.

E. Vacation and Restoration of Village Fire Training Facilities. User agrees to vacate the Village Fire Training Facilities on a date and time agreed upon by the Parties. Notwithstanding the foregoing, User agrees to immediately vacate the Village Fire Training Facilities upon request of the Village. User agrees that it has no holdover rights in any of the Village Fire Training Facilities. Upon vacation of the Village Fire Training Facilities by the User, the User agrees to restore the Village Fire Training Facilities into the same condition that they were in when it was first entered by the User, except for such normal wear and tear as is to be expected from customary use of the Village Fire Training Facilities.

F. Assumption of Risk. User acknowledges and agrees that it is User's responsibility to inspect the Village Fire Training Facilities before entering, occupying, or using them, and in entering, occupying, or using the Village Fire Training Facilities, User acknowledges that the Village Fire Training Facilities are in good repair, working condition, and fully operational, and that there are no defects to the Village Fire Training Facilities. User assumes all risks of damages to property or injuries, including, without limitation, any illnesses, serious bodily injury, or death caused by User's entrance into or occupation or use of the Village Fire Training Facilities. User covenants and agrees that in entering into this Agreement and by entering, occupying, and using the Village Fire Training Facilities, the Village Fire Training Facilities are provided "AS-IS, Where-IS" and Village is not representing, guaranteeing, or in any way being held responsible for the condition of the Village Fire Training Facilities, nor is the Village making any representations as to the suitability of the Village Fire Training Facilities for any intended purpose.

G. Knowledge of Use and Safety Procedures. User warrants that whomever enters, occupies, or uses the Village Fire Training Facilities, including but not limited to the User Representatives: (i) shall enter, occupy, and use the Village Fire Training Facilities with due care; (ii) is properly trained and in possession of any required licenses to operate the Village Fire Training Facilities; (iii) has read any applicable instruction manuals and safety instructions; (iv) and is aware of any and all safety equipment and procedures that should be worn or used for safe use of the Village Fire Training Facilities.

H. Execution of Participation Agreement By Non-Employee User Representatives. User agrees that, before any User Representative who is not an employee of the User ("*Non-Employee User Representative*") may enter, occupy, or use the Village Fire Training Facilities or perform any Training Activities, such Non-Employee User Representative must first execute the Participation Agreement attached to and by reference made a part of this Agreement as Exhibit A ("*Participation Agreement*").

I. Compliance with Laws. User and User Representatives shall enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities strictly in accordance with all federal, state, and local laws, rules, regulations, policies, and procedures, including any rules, regulations, policies, or procedures of the Village specifically pertaining to the entrance into or the occupation or use of any of the Village Fire Training Facilities or the performance of any Training Activities. User acknowledges and agrees that it is responsible for: (i) supervising the User Representatives at all times during User's entrance into or occupation or use of the Village Fire Training Facilities and performance of any Training Activities; and (ii) ensuring that the User Representatives abide by the terms of this Agreement, including but not limited to the required execution of the Participation Agreement in accordance with Section 2.G of this Agreement by any Non-Employee User Representative that User desires to enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities before that Non-Employee User Representative may enter, occupy, or use the Village Fire Training Facilities or perform any Training Activities.

J. No Operation by Contractors. Notwithstanding anything to the contrary contained in this Agreement, User shall not permit any contractor to enter, occupy, or use the Village Fire Training Facilities.

SECTION 3. HOLD HARMLESS

A. Insurance. User shall secure and maintain at all times during its entrance into and occupation and use of the Village Fire Training Facilities general liability insurance, and vehicle insurance of a type that covers the applicable class of any emergency vehicles or other vehicles used in performing the Training Activities at the Village Fire Training Facilities in types and amounts sufficient to protect User against any and all claims for injury or loss arising out of or related to the entrance into or occupation or use of the Village Fire Training Facilities by User. All such User insurance policies shall name the Village, its boards, committees, agents, and employees as additional insureds and this coverage shall be the primary insurance for such parties with respect to claims arising out of or related to the entrance into and occupation and use by the User of the Village Fire Training Facilities. User further agrees that any damage or claims arising during or as a result of User's entrance into, occupation or use of the Village Fire Training Facilities shall, in the sole discretion of the Village, be filed with User's insurance carriers, and not the insurance carriers of the Village.

B. Risk of Loss. User assumes and bear the entire risk of partial or complete loss, theft, damage, destruction, condemnation, requisition, or other interruption or termination of occupation or use of the Village Fire Training Facilities from any cause whatsoever, whether or not insured against, from the date and time of entrance into the Village Fire Training Facilities until the Village Fire Training Facilities is vacated and restored by the User. In the event that the Village Fire Training Facilities or any portion thereof are lost, stolen, destroyed, or damaged while being occupied or used by the User, User shall immediately notify the Village.

C. Indemnification. User agrees to indemnify and hold harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with User's entrance into or occupation or use of the Village Fire Training Facilities by the User Representatives, or the failure of the User or any User Representatives to abide by the terms or representations of this Agreement.

D. Limitation of Liability. The Parties covenant and agree that: (i) the Village shall not be liable for any consequential, special, incidental or indirect damages under this Agreement; and (ii) no elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to User as the result of this Agreement.

E. Release. User hereby fully and forever releases, waives, discharges, and covenants not to sue the Village or its officials, officers, employees, agents, or representatives regarding any and all claims, demands, damages, rights, or actions or causes of action, present or future, whether the claims are known, anticipated, or unanticipated, resulting from or arising out of the entrance into or occupation or use of the Village Fire Training Facilities, for any property damage, injury, illness, loss, liability, damages, or costs (each a "Claim" and collectively "Claims").

SECTION 4. GENERAL TERMS AND CONDITIONS

A. Assignment. User shall not assign its rights or responsibilities under this Agreement except upon the express prior written consent of the Village.

B. No Property Interest. It is specifically agreed and understood that this Agreement is for permissive, temporary use only and that the exercise of the rights and privileges granted in this Agreement shall not operate to create or vest any property right in and to the Village Fire Training Facilities or any portion thereof in User.

C. Termination. Either Party may terminate this agreement at any time by providing the other Party written notice; provided, that User shall not be permitted to terminate this Agreement while occupying or using any of the Village Fire Training Facilities and that Sections 2.B, 2.F, 3.B, 3.C, 3.D, and 3.E shall survive termination.

D. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by the Parties to this Agreement in accordance with all applicable statutory procedures.

E. No Third-Party Beneficiaries. This Agreement is for the sole benefit of User and the Village, and no other party shall be deemed a third-party beneficiary hereof, and accordingly, no third-party shall have the right to enforce the provisions of this Agreement. 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 and its employees, officers, members, officials, agents, attorneys, and representatives.

The person signing this Agreement on behalf of the User is properly authorized by the User to sign this Agreement and bind the User to all provisions of this Agreement.

Dated this _____ day of _____, 20__.

VILLAGE OF WINNETKA

By: _____

Its: _____

VILLAGE OF WILMETTE

By: _____

Its: Village Manager

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF WINNETKA AND THE VILLAGE OF NORTHFIELD
TO USE FIRE TRAINING TOWER**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of the 19th day of January, 2021 (“*Effective Date*”), and is by and between the **VILLAGE OF WINNETKA (“Village”)**, an Illinois municipal corporation, and the **VILLAGE OF NORTHFIELD (“User”)** (collectively “*Parties*”).

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

SECTION 1. RECITALS.

A. The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance. In addition, the provision of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation.

B. The Village is the record title owner of the property commonly known as the Village of Winnetka Public Works Facility and located at the address commonly known as 1390 Willow Road in the Village (“*Public Works Facility*”), which Public Works Facility includes a fire training tower (“*Training Tower*”) for use by the fire departments of the Village and its partner municipalities, such as the User, to train, perform, or observe simulated fire rescue functions in conditions that simulate real fire conditions (“*Training Activities*”).

C. User, from time to time, desires to enter, occupy, and use the Public Works Facility, the Training Tower, and all appurtenances to the Training Tower (collectively, the “*Village Fire Training Facilities*”) in order to perform the Training Activities for its employees and citizen fire safety courses.

D. In cooperation with the Village of Wilmette and the Village of Glencoe, User desires to contribute to the maintenance costs of the Training Tower.

E. In the spirit of intergovernmental cooperation, the Village desires to grant User permission to enter, occupy, and use the Village Fire Training Facilities when the Village itself does not require their use or in conjunction with Training Activities performed jointly by the Village and the User.

F. The Parties desire to enter into this Agreement to set forth the rights and obligations of the Village and User with respect to the Village Fire Training Facilities and the Training Activities.

SECTION 2. USE AND CARE OF THE VILLAGE FIRE TRAINING FACILITIES.

A. Terms of This Agreement. The Parties acknowledge and agree that this Agreement and the terms and conditions contained herein shall govern any time User enters, occupies, or uses the Village Fire Training Facilities for the purpose of performing any Training Activities.

B. Maintenance Fee. User will pay to the Village, in accordance with and subject to the terms and conditions set forth in this Agreement, and the Village will accept, the total sum of \$25,000 to cover costs necessary to maintain the Training Tower ("*Maintenance Fee*"). The Maintenance Fee will be payable to the Village over the course of three years, in annual installments of \$8,333.33. Installments must be paid within 60 days of the anniversary of the Effective date, the first installment coming due immediately upon execution of this Agreement.

C. Damage to Village Fire Training Facilities. User agrees to pay for any damage to, or repairs necessary for, the Village Fire Training Facilities or to any other property of the Village that occurs while User has entered or is occupying or using the Village Fire Training Facilities, including all damage caused by User's employees, residents, agents, volunteers, or other representatives (collectively, the "*User Representatives*"). User shall pay for all damage within 30 days upon receiving notice from the Village.

D. Modifications to Village Fire Training Facilities. User shall not make any modifications or repairs to any of the Village Fire Training Facilities without the prior written approval of the Village.

E. Vacation and Restoration of Village Fire Training Facilities. User agrees to vacate the Village Fire Training Facilities on a date and time agreed upon by the Parties. Notwithstanding the foregoing, User agrees to immediately vacate the Village Fire Training Facilities upon request of the Village. User agrees that it has no holdover rights in any of the Village Fire Training Facilities. Upon vacation of the Village Fire Training Facilities by the User, the User agrees to restore the Village Fire Training Facilities into the same condition that they were in when it was first entered by the User, except for such normal wear and tear as is to be expected from customary use of the Village Fire Training Facilities.

F. Assumption of Risk. User acknowledges and agrees that it is User's responsibility to inspect the Village Fire Training Facilities before entering, occupying, or using them, and in entering, occupying, or using the Village Fire Training Facilities, User acknowledges that the Village Fire Training Facilities are in good repair, working condition, and fully operational, and that there are no defects to the Village Fire Training Facilities. User assumes all risks of damages to property or injuries, including, without limitation, any illnesses, serious bodily injury, or death caused by User's entrance into or occupation or use of the Village Fire Training Facilities. User covenants and agrees that in entering into this Agreement and by entering, occupying, and using the Village Fire Training Facilities, the Village Fire Training Facilities are provided "AS-IS, Where-IS" and Village is not representing, guaranteeing, or in any way being held responsible for the condition of the Village Fire Training Facilities, nor is the Village making any representations as to the suitability of the Village Fire Training Facilities for any intended purpose.

G. Knowledge of Use and Safety Procedures. User warrants that whomever enters, occupies, or uses the Village Fire Training Facilities, including but not limited to the User Representatives: (i) shall enter, occupy, and use the Village Fire Training Facilities with due care; (ii) is properly trained and in possession of any required licenses to operate the Village Fire Training Facilities; (iii) has read any applicable instruction manuals and safety instructions; (iv) and is aware of any and all safety equipment and procedures that should be worn or used for safe use of the Village Fire Training Facilities.

H. Execution of Participation Agreement By Non-Employee User Representatives. User agrees that, before any User Representative who is not an employee of the User ("*Non-Employee User Representative*") may enter, occupy, or use the Village Fire Training Facilities or perform any Training

Activities, such Non-Employee User Representative must first execute the Participation Agreement attached to and by reference made a part of this Agreement as **Exhibit A (“Participation Agreement”)**.

I. Compliance with Laws. User and User Representatives shall enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities strictly in accordance with all federal, state, and local laws, rules, regulations, policies, and procedures, including any rules, regulations, policies, or procedures of the Village specifically pertaining to the entrance into or the occupation or use of any of the Village Fire Training Facilities or the performance of any Training Activities. User acknowledges and agrees that it is responsible for: (i) supervising the User Representatives at all times during User’s entrance into or occupation or use of the Village Fire Training Facilities and performance of any Training Activities; and (ii) ensuring that the User Representatives abide by the terms of this Agreement, including but not limited to the required execution of the Participation Agreement in accordance with Section 2.G of this Agreement by any Non-Employee User Representative that User desires to enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities before that Non-Employee User Representative may enter, occupy, or use the Village Fire Training Facilities or perform any Training Activities.

J. No Operation by Contractors. Notwithstanding anything to the contrary contained in this Agreement, User shall not permit any contractor to enter, occupy, or use the Village Fire Training Facilities.

SECTION 3. HOLD HARMLESS

A. Insurance. User shall secure and maintain at all times during its entrance into and occupation and use of the Village Fire Training Facilities general liability insurance, and vehicle insurance of a type that covers the applicable class of any emergency vehicles or other vehicles used in performing the Training Activities at the Village Fire Training Facilities in types and amounts sufficient to protect User against any and all claims for injury or loss arising out of or related to the entrance into or occupation or use of the Village Fire Training Facilities by User. All such User insurance policies shall name the Village, its boards, committees, agents, and employees as additional insureds and this coverage shall be the primary insurance for such parties with respect to claims arising out of or related to the entrance into and occupation and use by the User of the Village Fire Training Facilities. User further agrees that any damage or claims arising during or as a result of User’s entrance into, occupation or use of the Village Fire Training Facilities shall, in the sole discretion of the Village, be filed with User’s insurance carriers, and not the insurance carriers of the Village.

B. Risk of Loss. User assumes and bears the entire risk of partial or complete loss, theft, damage, destruction, condemnation, requisition, or other interruption or termination of occupation or use of the Village Fire Training Facilities from any cause whatsoever, whether or not insured against, from the date and time of entrance into the Village Fire Training Facilities until the Village Fire Training Facilities is vacated and restored by the User. In the event that the Village Fire Training Facilities or any portion thereof are lost, stolen, destroyed, or damaged while being occupied or used by the User, User shall immediately notify the Village.

C. Indemnification. User agrees to indemnify and hold harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys’ fee) that may arise, or be alleged to have arisen, out of or in connection with User’s entrance into or occupation or use of the Village Fire

Training Facilities by the User Representatives, or the failure of the User or any User Representatives to abide by the terms or representations of this Agreement.

D. Limitation of Liability. The Parties covenant and agree that: (i) the Village shall not be liable for any consequential, special, incidental or indirect damages under this Agreement; and (ii) no elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to User as the result of this Agreement.

E. Release. User hereby fully and forever releases, waives, discharges, and covenants not to sue the Village or its officials, officers, employees, agents, or representatives regarding any and all claims, demands, damages, rights, or actions or causes of action, present or future, whether the claims are known, anticipated, or unanticipated, resulting from or arising out of the entrance into or occupation or use of the Village Fire Training Facilities, for any property damage, injury, illness, loss, liability, damages, or costs (each a "*Claim*" and collectively "*Claims*").

SECTION 4. GENERAL TERMS AND CONDITIONS

A. Assignment. User shall not assign its rights or responsibilities under this Agreement except upon the express prior written consent of the Village.

B. No Property Interest. It is specifically agreed and understood that this Agreement is for permissive, temporary use only and that the exercise of the rights and privileges granted in this Agreement shall not operate to create or vest any property right in and to the Village Fire Training Facilities or any portion thereof in User.

C. Termination. Either Party may terminate this agreement at any time by providing the other Party written notice; provided, that User shall not be permitted to terminate this Agreement while occupying or using any of the Village Fire Training Facilities and that Sections 2.B, 2.F, 3.B, 3.C, 3.D, and 3.E shall survive termination.

D. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by the Parties to this Agreement in accordance with all applicable statutory procedures.

E. No Third-Party Beneficiaries. This Agreement is for the sole benefit of User and the Village, and no other party shall be deemed a third-party beneficiary hereof, and accordingly, no third-party shall have the right to enforce the provisions of this Agreement. 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 and its employees, officers, members, officials, agents, attorneys, and representatives.

The person signing this Agreement on behalf of the User is properly authorized by the User to sign this Agreement and bind the User to all provisions of this Agreement.

Dated this 19th day of January, 2021.

VILLAGE OF WINNETKA

VILLAGE OF NORTHFIELD

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF WINNETKA AND THE VILLAGE OF GLENCOE
TO USE FIRE TRAINING TOWER**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 20____ (*"Effective Date"*), and is by and between the **VILLAGE OF WINNETKA** (*"Village"*), an Illinois municipal corporation, and the **VILLAGE OF GLENCOE** (*"User"*) (collectively *"Parties"*).

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

SECTION 1. RECITALS.

A. The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance. In addition, the provision of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation.

B. The Village is the record title owner of the property commonly known as the Village of Winnetka Public Works Facility and located at the address commonly known as 1390 Willow Road in the Village (*"Public Works Facility"*), which Public Works Facility includes a fire training tower (*"Training Tower"*) for use by the fire departments of the Village and its partner municipalities, such as the User, to train, perform, or observe simulated fire rescue functions in conditions that simulate real fire conditions (*"Training Activities"*).

C. User, from time to time, desires to enter, occupy, and use the Public Works Facility, the Training Tower, and all appurtenances to the Training Tower (collectively, the *"Village Fire Training Facilities"*) in order to perform the Training Activities for its employees and citizen fire safety courses.

D. In cooperation with the Village of Northfield and the Village of Wilmette, User desires to contribute to the maintenance costs of the Training Tower.

E. In the spirit of intergovernmental cooperation, the Village desires to grant User permission to enter, occupy, and use the Village Fire Training Facilities when the Village itself does not require their use or in conjunction with Training Activities performed jointly by the Village and the User.

F. The Parties desire to enter into this Agreement to set forth the rights and obligations of the Village and User with respect to the Village Fire Training Facilities and the Training Activities.

SECTION 2. USE AND CARE OF THE VILLAGE FIRE TRAINING FACILITIES.

A. **Terms of This Agreement.** The Parties acknowledge and agree that this Agreement and the terms and conditions contained herein shall govern any time User enters, occupies, or uses the Village Fire Training Facilities for the purpose of performing any Training Activities.

B. Maintenance Fee. User will pay to the Village, in accordance with and subject to the terms and conditions set forth in this Agreement, and the Village will accept, the total sum of \$25,000 to cover costs necessary to maintain the Training Tower ("*Maintenance Fee*"). The Maintenance Fee will be payable to the Village over the course of three years, in annual installments of \$8,333.33. Installments must be paid within 60 days of the anniversary of the Effective date, the first installment coming due immediately upon execution of this Agreement.

C. Damage to Village Fire Training Facilities. User agrees to pay for any damage to, or repairs necessary for, the Village Fire Training Facilities or to any other property of the Village that occurs while User has entered or is occupying or using the Village Fire Training Facilities, including all damage caused by User's employees, residents, agents, volunteers, or other representatives (collectively, the "*User Representatives*"). User shall pay for all damage within 30 days upon receiving notice from the Village.

D. Modifications to Village Fire Training Facilities. User shall not make any modifications or repairs to any of the Village Fire Training Facilities without the prior written approval of the Village.

E. Vacation and Restoration of Village Fire Training Facilities. User agrees to vacate the Village Fire Training Facilities on a date and time agreed upon by the Parties. Notwithstanding the foregoing, User agrees to immediately vacate the Village Fire Training Facilities upon request of the Village. User agrees that it has no holdover rights in any of the Village Fire Training Facilities. Upon vacation of the Village Fire Training Facilities by the User, the User agrees to restore the Village Fire Training Facilities into the same condition that they were in when it was first entered by the User, except for such normal wear and tear as is to be expected from customary use of the Village Fire Training Facilities.

F. Assumption of Risk. User acknowledges and agrees that it is User's responsibility to inspect the Village Fire Training Facilities before entering, occupying, or using them, and in entering, occupying, or using the Village Fire Training Facilities, User acknowledges that the Village Fire Training Facilities are in good repair, working condition, and fully operational, and that there are no defects to the Village Fire Training Facilities. User assumes all risks of damages to property or injuries, including, without limitation, any illnesses, serious bodily injury, or death caused by User's entrance into or occupation or use of the Village Fire Training Facilities. User covenants and agrees that in entering into this Agreement and by entering, occupying, and using the Village Fire Training Facilities, the Village Fire Training Facilities are provided "AS-IS, Where-IS" and Village is not representing, guaranteeing, or in any way being held responsible for the condition of the Village Fire Training Facilities, nor is the Village making any representations as to the suitability of the Village Fire Training Facilities for any intended purpose.

G. Knowledge of Use and Safety Procedures. User warrants that whomever enters, occupies, or uses the Village Fire Training Facilities, including but not limited to the User Representatives: (i) shall enter, occupy, and use the Village Fire Training Facilities with due care; (ii) is properly trained and in possession of any required licenses to operate the Village Fire Training Facilities; (iii) has read any applicable instruction manuals and safety instructions; (iv) and is aware of any and all safety equipment and procedures that should be worn or used for safe use of the Village Fire Training Facilities.

H. Execution of Participation Agreement By Non-Employee User Representatives. User agrees that, before any User Representative who is not an employee of the User ("*Non-Employee User Representative*") may enter, occupy, or use the Village Fire Training Facilities or perform any Training Activities, such Non-Employee User Representative must first execute the Participation Agreement attached to and by reference made a part of this Agreement as Exhibit A ("*Participation Agreement*").

I. Compliance with Laws. User and User Representatives shall enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities strictly in accordance with all federal, state, and local laws, rules, regulations, policies, and procedures, including any rules, regulations, policies, or procedures of the Village specifically pertaining to the entrance into or the occupation or use of any of the Village Fire Training Facilities or the performance of any Training Activities. User acknowledges and agrees that it is responsible for: (i) supervising the User Representatives at all times during User's entrance into or occupation or use of the Village Fire Training Facilities and performance of any Training Activities; and (ii) ensuring that the User Representatives abide by the terms of this Agreement, including but not limited to the required execution of the Participation Agreement in accordance with Section 2.G of this Agreement by any Non-Employee User Representative that User desires to enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities before that Non-Employee User Representative may enter, occupy, or use the Village Fire Training Facilities or perform any Training Activities.

J. No Operation by Contractors. Notwithstanding anything to the contrary contained in this Agreement, User shall not permit any contractor to enter, occupy, or use the Village Fire Training Facilities.

SECTION 3. HOLD HARMLESS

A. Insurance. User shall secure and maintain at all times during its entrance into and occupation and use of the Village Fire Training Facilities general liability insurance, and vehicle insurance of a type that covers the applicable class of any emergency vehicles or other vehicles used in performing the Training Activities at the Village Fire Training Facilities in types and amounts sufficient to protect User against any and all claims for injury or loss arising out of or related to the entrance into or occupation or use of the Village Fire Training Facilities by User. All such User insurance policies shall name the Village, its boards, committees, agents, and employees as additional insureds and this coverage shall be the primary insurance for such parties with respect to claims arising out of or related to the entrance into and occupation and use by the User of the Village Fire Training Facilities. User further agrees that any damage or claims arising during or as a result of User's entrance into, occupation or use of the Village Fire Training Facilities shall, in the sole discretion of the Village, be filed with User's insurance carriers, and not the insurance carriers of the Village.

B. Risk of Loss. User assumes and bear the entire risk of partial or complete loss, theft, damage, destruction, condemnation, requisition, or other interruption or termination of occupation or use of the Village Fire Training Facilities from any cause whatsoever, whether or not insured against, from the date and time of entrance into the Village Fire Training Facilities until the Village Fire Training Facilities is vacated and restored by the User. In the event that the Village Fire Training Facilities or any portion thereof are lost, stolen, destroyed, or damaged while being occupied or used by the User, User shall immediately notify the Village.

C. Indemnification. User agrees to indemnify and hold harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with User's entrance into or occupation or use of the Village Fire Training Facilities by the User Representatives, or the failure of the User or any User Representatives to abide by the terms or representations of this Agreement.

D. **Limitation of Liability.** The Parties covenant and agree that: (i) the Village shall not be liable for any consequential, special, incidental or indirect damages under this Agreement; and (ii) no elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to User as the result of this Agreement.

E. **Release.** User hereby fully and forever releases, waives, discharges, and covenants not to sue the Village or its officials, officers, employees, agents, or representatives regarding any and all claims, demands, damages, rights, or actions or causes of action, present or future, whether the claims are known, anticipated, or unanticipated, resulting from or arising out of the entrance into or occupation or use of the Village Fire Training Facilities, for any property damage, injury, illness, loss, liability, damages, or costs (each a "Claim" and collectively "Claims").

SECTION 4. GENERAL TERMS AND CONDITIONS

A. **Assignment.** User shall not assign its rights or responsibilities under this Agreement except upon the express prior written consent of the Village.

B. **No Property Interest.** It is specifically agreed and understood that this Agreement is for permissive, temporary use only and that the exercise of the rights and privileges granted in this Agreement shall not operate to create or vest any property right in and to the Village Fire Training Facilities or any portion thereof in User.

C. **Termination.** Either Party may terminate this agreement at any time by providing the other Party written notice; provided, that User shall not be permitted to terminate this Agreement while occupying or using any of the Village Fire Training Facilities and that Sections 2.B, 2.F, 3.B, 3.C, 3.D, and 3.E shall survive termination.

D. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by the Parties to this Agreement in accordance with all applicable statutory procedures.

E. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of User and the Village, and no other party shall be deemed a third-party beneficiary hereof, and accordingly, no third-party shall have the right to enforce the provisions of this Agreement. 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 and its employees, officers, members, officials, agents, attorneys, and representatives.

The person signing this Agreement on behalf of the User is properly authorized by the User to sign this Agreement and bind the User to all provisions of this Agreement.

Dated this _____ day of _____, 20 ____.

VILLAGE OF WINNETKA

VILLAGE OF GLENCOE

By: _____

By:  _____

Its: _____

Its: Village Manager _____



Agenda Item Executive Summary

Title: Ordinance No. MC-2-2021: Demolition Day & Building Size Bonus for Historic Homes (Public Hearing & Introduction)

Presenter: David Schoon, Community Development Director

Agenda Date: 03/02/2021

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

Consent: YES NO

Item History:

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

2/16/21 Village Council reviewed draft ordinance that would increase the demolition delay period for significant buildings and provide a 20% building size bonus to single-family homes found to be significant by the LPC.

Executive Summary:

On March 2, 2021 the Village Council is scheduled to hold a public hearing and to consider introducing Ordinance MC-2-2021, Amending the Winnetka Village Code and Zoning Ordinance Concerning Demolition Permits and Maximum Building Size for Historic and Architecturally Significant Structures.

On February 16, 2021 the Council directed staff to make revisions to the draft Ordinance for a March 2 public hearing on the proposed amendments. A copy of the draft February 16 Council meeting minutes is included in the March 2 Village Council agenda packet.

A separate staff report summarizing the proposed Ordinance is attached.

Recommendation:

Hold a public hearing on Ordinance No. MC-2-2021 and consider introduction of the ordinance.

Attachments:

Staff Report

Attachment A1 - Ordinance No. MC-2-2021: 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 A2 – Ordinance No. MC-2-2021: This version tracks changes between current draft version of ordinance and the draft presented at February 16 Village Council meeting

Attachment B – Public Comments Received Since the February 16 Village Council meeting.

Attachment C – Gross Floor Area, Roofed Lot Coverage, and Impermeable Lot Coverage Analysis – Two Smaller Historic Lots



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: PETER FRIEDMAN, VILLAGE ATTORNEY
DAVID SCHOON, DIRECTOR
DATE: FEBRUARY 26, 2021
SUBJECT: DEMOLITION DELAY & SINGLE-FAMILY DESIGN REVIEW DISCUSSION

INTRODUCTION

On March 2, 2021, the Village Council is scheduled to hold a public hearing on and to consider introducing Ordinance MC-02-2021, "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 Structure" (Attachment A1 includes a clean version of the ordinance and Attachment A2 tracks the changes between the current version of the ordinance and the version presented to the Village Council at its February 16 meeting).

The hearing was properly noticed in the *Winnetka Talk* on February 11, 2021. The February 19, 2021, [e-Winnetka newsletter](#) contained a story regarding the March 2 public hearing, and the Village home page includes a news story regarding the proposed amendments (www.villageofwinnetka.org). The Village also created a specific webpage (www.villageofwinnetka.org/historicpreservation) that contains information regarding the Council's discussion of the proposed concepts included in the draft ordinance. Given the Winnetka Historical Society's interest in preservation, the Society was informed of the proposed amendments. Also, a flyer regarding the public hearing was posted on the Village Hall bulletin board as well as made available at the Community Development Department front counter.

The Village has received additional public comments since the Council's last discussion of the proposed Code amendments at the February 16 Village Council (Attachment B).

FEBRUARY 16 VILLAGE COUNCIL DISCUSSION

On February 16, 2021, the Village Council continued its discussions regarding amendments to the Village Code regarding historic and architecturally significant homes. Based upon the direction Council provided staff at the January study session, the Council's February discussion focused on the following code amendments:

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, and to require staff review of any renovations or additions to such homes.

After hearing a staff presentation regarding the proposed code amendments and comments from members of the public, the Council discussed the proposed amendments. At the conclusion of their discussion, the Council directed staff to make the following changes to the draft ordinance and to prepare for a March 2 public hearing on the proposed amendments.

1. **The ordinance should use consistent language to describe the bonus provided to a house found to be historic or architecturally significant by the Landmark Preservation Commission.**

Staff reviewed the draft ordinance language and determined the bonus was consistently called a “maximum building size bonus”. What may have caused confusion is that staff used interchangeable terms in the February 16 staff report (e.g., gross floor area bonus, GFA bonus, density bonus, building size bonus). “Maximum building size” is the defined standard in the Zoning Ordinance. That standard is measured by gross floor area. The two terms are often used interchangeably.

2. **Rather than start the 270-day demolition delay period from the date of a complete application, the 270-day demolition day period should start from the date the applicant files a “complete” Historic and Architectural Impact Study (HAIS) with the Village.**

The current practice under the demolition application review process is that a HAIS cannot be filed with the Village until after the Landmark Preservation Commission determines a HAIS is required. To discourage an applicant from filing a “complete” HAIS prior to the Commission’s determination that one is required, the draft ordinance has been revised to start the 270-day demolition delay period from the date that the Commission makes its determination that a HAIS is warranted. The draft ordinance also includes an amendment to make it clear when that meeting must occur and a determination made. As drafted, the Commission shall meet and determine within 60 days after the filing of a complete demolition application whether there is sufficient historic or architectural merit to warrant conducting an HAIS. This language clarifies the Commission will “meet and determine” within the specified time-period whether or not an HAIS is warranted.

Currently, the demolition review process, including the delay period, for a house found to be historic or architecturally significant can typically take between 150 and 180 days from the date a complete application is filed with the Village. With the proposed amendment, the typical demolition review process, again including the delay period, for a historic or architecturally significant house would be between 300 and 330 days from the date of a complete application submittal.

3. **Amend HAIS language to state that HAIS should specifically identify the architectural elements/features that should be preserved.**

The ordinance has been amended to specifically require such.

4. **Any complete demolition permit application currently submitted to the Village should (1) be eligible for the maximum building size bonus and (2) be subject to the 270-day demolition delay.**

The ordinance has amended to provide for both.

5. **The ordinance need not have a sunset clause; however, the ordinance should include a whereas clause stating the Village Council’s intent to review the ordinance one year after the Council’s adoption of an updated Comprehensive Plan.**

The ordinance has been amended to include such a whereas clause.

6. The Code should state that the plat of survey must be current.

The draft ordinance has been amended to require a current plat of survey.

7. The ordinance should state that all street facing facades as well as all architectural elements the HAIS identifies as needing to be preserved must meet the design standards and guidelines.

The ordinance has been amended. After discussing the proposed amendments with historic preservation consultants, who frequently prepare HAIS documents presented to the Landmark Preservation Commission, the proposed amendment has been worded as follows:

The Landmark Preservation Commission shall adopt findings specifically identifying any critical exterior historical or architectural features of the building visible from a public or private street or other significant historic or architecturally significant features that warrant preservation (“Critical Exterior Historical or Architectural Features”).

If a proposed exterior alteration and addition would alter Critical Exterior Historical or Architectural Features, the alterations and additions may be made only if the Director determines, in accordance with the criteria set forth in Section 15.52.090.D, that the exterior alterations and additions do not destroy the nature of any Critical Exterior Historical or Architectural Features.

8. Properties either (a) previously determined to be historic or architecturally significant or (b) previously designated a landmark should be eligible for the maximum building size bonus.

The ordinance has been amended to allow properties previously determined to be historic or architecturally significant to be eligible to qualify for the maximum building size bonus by going through the process. A property previously designated a landmark by the Village Council shall automatically qualify for the maximum building size bonus provided the Commission determines that it had not previously been inappropriately altered. This determination would occur when the Commission reviewed the proposed changes per its review of alterations to a landmark under the Landmark Preservation Ordinance requirements.

After incorporating Village Council changes into the ordinance, staff identified a few other appropriate changes, which include the following:

- a. The draft ordinance is worded to allow the Village to collect a fee for the maximum building size bonus request process, which would include services provided by the Winnetka Historical Society on behalf of the Village. Since the March 16 meeting, staff has had the opportunity to discuss the maximum building size bonus process with the Winnetka Historical Society and have made changes to the ordinance to better accommodate the needs of interested property owners and to interact with the Historical Society more smoothly during the process. At the Council meeting at which the Council considers adoption of the ordinance, staff will present a resolution amending the Village’s fee resolution to set the fee for the maximum building size bonus request process. The total fee, which will cover the Historical Society and Village expenses associated with the review, will be consistent with the demolition permit application fee amount associated with the Commission’s review of a demolition permit.
- b. Once a house qualifies for the maximum building size bonus and a property owner applies to construct an addition, the ordinance would allow the Village to require the applicant to set up an escrow account with the Village. The escrow would be used to pay for third-party consultant services to assist Village staff with its review of the proposed alterations and additions to

determine their compliance with the proposed general standards and guidelines. Again, at the meeting the Council considers adoption of the ordinance, a fee resolution setting this escrow will be presented to the Council. Staff has identified an appropriate escrow amount to be \$1,500.

- c. Given that the maximum building size bonus applies more specifically to buildings on a property, the proposed general standards and guidelines have been amended to reflect that they apply only to the buildings.
- d. The findings that the property is historic or architecturally significant will be recorded on the property to make sure all future owners are aware of the building size bonus provided to the property, that a new owner may not be able to qualify for a second bonus, and the requirements for the bonus to remain in place.
- e. Staff has also updated a few other areas of the ordinance so that the ordinance is consistent with current practices and proposed practices for processing demolition permit applications.

BENEFIT OF THE MAXIMUM BUILDING SIZE BONUS

During the February 16 meeting, a trustee stated that further analysis is necessary to fully understand the true benefits of providing a maximum building size (gross floor area) bonus to significant homes, given the other zoning requirements a property would still be required to meet. The Trustee’s argument was that providing the additional gross floor area would not necessarily be a significant incentive if a property owner would still need to request additional variations (e.g., maximum roofed lot coverage, maximum impermeable lot coverage, minimum yard setbacks, etc.).

Staff first looked at the issue from a big picture perspective. In the February 16, 2021 staff report, staff provided information regarding the potential benefits of the gross floor area (GFA) bonus. Using the same list of properties, we looked further at both maximum roofed lot coverage (RLC) and maximum impermeable lot coverage (ILC) requirements (see Table 1 below).

Table 1

	A	B	C	D	E	F	G
	Zoning	Lot Size (sf)	Maximum Allowed GFA, Including Potential Additions (sf)	Original Home GFA (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
HAS 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	3,232.4	2,119.0	1,113.4	646.5	3,878.9

As mentioned in the staff report of February 16, nearly all of the properties under current GFA standards had available GFA. However, that may not be enough to encourage a property owner to construct an addition and to rehabilitate an historic home.

The following Table 2 attempts to estimate if there would be sufficient roofed lot coverage (RLC) for a property to use the full GFA bonus. The assumptions are outlined below:

- To maximize the use of the GFA bonus, we assumed that the structure would be two-stories.
- We then took the maximum GFA with the 20% bonus and divided it by two to estimate roofed lot coverage for the principal structure.
- We then calculated how much RLC would remain.

In all of the examples, there is remaining roofed lot coverage. However, this simple exercise does not take into consideration other accessory structures that may be existing on a property such as, but not limited to, a detached garage, a shed, a playhouse, or a gazebo. All of which would be included in RLC depending upon the specifics of the structure and where it is located on the property. This also assumes that an existing structure has no existing one-story element that would remain. One thing we would note, is that as the lots get smaller, the percentage of remaining RLC gets smaller. Based upon staff's experience reviewing addition projects, this supports staff's thoughts that smaller lots may have a more difficult time taking advantage of all of the 20% bonus without requiring some additional zoning relief. The small lots may only be able to take advantage of a portion of the bonus or none of it without also requiring relief from the maximum roofed lot coverage requirement.

Table 2

			A	B	C	D	E
	Zoning	Lot Size (sf)	Max GFA with 20% Bonus (sf)	Max RLC (sf)	Estimated RLC of a 2-Story Building Assuming Max GFA (sf)	RLC Remaining After 2-Story Building (sf)	Remaining RLC as a Percentage of Max RLC (sf)
					A * 50%	B - C	D/B
DEMOLITION DELAYS							
735 Sheridan	R2	91,117	27,326	22,779	13,663	9,116	40%
636 Garland	R4	20,820	7,776	5,621	3,888	1,733	31%
1015 Starr	R3	18,800	7,005	4,700	3,502	1,198	25%
1180 Oakley	R3	16,796	6,289	4,199	3,144	1,055	25%
560 Oak	R4	14,025	5,544	3,786	2,772	1,014	26%
799 Foxdale (900 Eldorado)	R5	7,500	3,600	2,025	1,800	225	11%
HAIS REQUIRED - NO DELAY							
461 Maple	R5	11,948	5,046	3,225	2,523	702	22%
532 Orchard (315 Poplar)	R5	8,081	3,848	2,181	1,924	257	12%

Using a similar method, we looked at maximum impermeable lot coverage (ILC). Table 3 below lists the ILC information for each of the properties. The amount of remaining ILC square footage after the two-

story structure is the impermeable lot coverage available for all other impermeable surfaces on the property such as, but not limited to, accessory structures, driveways, sidewalks, patios, swimming pools, etc. Again, as with the RLC, as the lots get smaller, the percentage of remaining ILC to the maximum amount allowed also gets smaller. This would seem to support staffs' thoughts that smaller lots may have a more difficult time taking advantage of all of the 20% bonus without requiring some additional zoning relief. The smaller lots may only be able to take advantage of a portion of the bonus or none without requiring relief from the maximum ILC requirement.

Table 3

			A	B	C	D	E
	Zoning	Lot Size (sf)	Max GFA with 20% Bonus (sf)	Max ILC (sf)	Estimated ILC of a 2-Story Building Assuming Max GFA (sf)	ILC Remaining After 2-Story Building (sf)	Remaining ILC as a Percentage of Max ILC (sf)
					$C = A * 50\%$	$D = B - C$	$E = D/B$
DEMOLITION DELAYS							
735 Sheridan	R2	91,117	27,326	45,558	13,663	31,895	70%
636 Garland	R4	20,820	7,776	10,410	3,888	6,522	63%
1015 Starr	R3	18,800	7,005	9,400	3,502	5,898	63%
1180 Oakley	R3	16,796	6,289	8,398	3,144	5,254	63%
560 Oak	R4	14,025	5,544	7012	2,772	4,240	60%
799 Foxdale (900 Eldorado)	R5	7,500	3,600	3750	1,800	1,950	52%
HAIS REQUIRED - NO DELAY							
461 Maple	R5	11,948	5,046	5,974	2,523	3,451	58%
532 Orchard (315 Poplar)	R5	8,081	3,848	4,041	1,924	2,117	52%

As stated above smaller lots may have a more challenging time taking advantage of the 20% gross floor area bonus without seeking variation approval from other zoning requirements. That being said, most houses the Landmark Preservation Commission finds to be historic or architecturally significant tend to be on the larger lots. There are fewer houses on smaller lots that have been found to be historic or architecturally significant. However, those smaller homes found to be significant may also need to seek approval of other types of zoning variations.

During the Zoning Board of Appeals recent deliberations regarding variation requests for the significant home at 1180 Oakley Avenue, which the Village Council approved a 19.7% gross floor area variation, the Zoning Board took into consideration the fact that the Landmark Preservation Commission found the property to be significant. They found with the house being significant the property was unique and faced a hardship for any owner of the property to try to reuse and rehabilitate the home to meet current modern-day standards.

In addition, staff looked at two of the smaller properties listed in the charts above (799 Foxdale and 532 Orchard) to evaluate the potential benefit of the bonus to each property (See Attachment C). Using a similar approach as the earlier analysis, but applying it to a specific property and what actually currently

exists on the property, staff found that the 532 Orchard Lane property may be able to take full advantage of the GFA bonus in terms of complying with roofed lot coverage (RLC), impermeable lot coverage (ILC), and setback requirements. Based upon our estimates, a two-story addition to the property using all of the bonus GFA would use all but 30 square feet of the maximum allowed RLC and all but approximately 1,390 square feet of the maximum allowed ILC. And though the existing house on the property does not comply with the existing front and interior side yard setbacks, an addition could be constructed to the house that would comply with required setbacks. Regarding the 799 Foxdale property and using the same assumptions as we did with the Orchard property, if the property owner took advantage of all of the bonus GFA all but 15 square feet of the maximum allowed RLC would be used and all but approximately 740 square feet of the maximum allowed ILC would be used. Additions could be made to the home that would comply with setback requirements.

Though staff has made some general conclusions above regarding the potential benefits of the maximum building size (GFA) bonus, the benefit of the bonus will be unique to each property attempting to take advantage of it. For instance, in terms of RLC, if there is an existing garage located within the rear quarter of a lot either in the R-4 or R-5 zoning district, the Zoning Ordinance currently provides that property with a 200 square foot RLC allowance that is not included in the maximum allowed RLC amount. Additionally, for a lot in the R-4 or R-5 zoning district, the area of an open front porch may be excluded from the RLC and ILC calculations (up to a maximum of 275 square feet). A lot with a garage that can be directly accessed from an alley, will use less of its allowed impermeable lot coverage for its driveway than a property that accesses its garage from the street. Each property may be able to take advantage of the bonus to a different degree. In some instances, additional zoning relief may be necessary, but that will be determined on a case-by-case basis.

SUMMARY

At the March 2, 2021, Village Council meeting, the Village Council will hold a public hearing and consider introduction of a revised Ordinance MC-02-2021.

ATTACHMENTS

- Attachment A1 - 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 A2 – Ordinance MC-02-2021 – Version tracks changes between current version of ordinance and the version presented at February 16 Village Council 16 meeting
- Attachment B – Public Comments Since the February 16, 2021 Village Council meeting.
- Attachment C – Gross Floor Area, Roofed Lot Coverage, and Impermeable Lot Coverage Analysis – Two Smaller Historic Lots

ORDINANCE NO. MC-02-2021

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 ARCHITECTURALLY 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 March 2, 2021, after due notice, the Village Council held a public hearing to consider the Proposed Amendments; and

WHEREAS, the Village Council acknowledges that adoption of this Ordinance is an interim measure until the Village Council receives additional input from community members during the development of the updated Comprehensive Plan regarding what actions the Village should take to further encourage the preservation of historic and architecturally significant structures; and

WHEREAS, within a year of the Village Council’s adoption of the updated Comprehensive Plan, the Village Council intends to review these proposed amendments to determine if further amendments are prudent to encourage additional preservation of historic and architecturally significant structures in the Village; 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;

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{00118926.12}

March 2, 2021

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

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 Title 15, titled "Buildings and Construction," of the Village Code shall be amended to read as follows:

"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 current 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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11/10/2021, 2021

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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.

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 15.52.040 OF THE VILLAGE CODE.

Section 15.52.040, titled "Time and Nature of Preliminary Review," of Section 15.52.040, titled "Preliminary historic and architectural review," of Chapter 15.52, titled "Demolition Permits," of Title 15, titled "Buildings and Construction," of the Village Code shall be amended to read as follows:

"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~~ **and** determine **within 60 days after the filing of a complete demolition application** 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.

* * *

SECTION 4: AMENDMENT TO SECTION 15.52.050 OF THE VILLAGE CODE.

Section 15.52.050, titled “Historic and architectural impact study,” of Chapter 15.52, titled “Demolition Permits,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.52.050 Historic and architectural impact study.

- 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. **Historic or Architectural Features Warranting Preservation. The historic and architectural impact study shall specifically identify any critical exterior historical or architectural features of the building that warrant preservation.**
- ~~GH.~~ Filing and Distribution of Study. The applicant shall file ~~fifteen (15)~~ **10** 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 **with the Community Development Department.**

SECTION 5: AMENDMENT TO SECTION 15.52.060 OF THE VILLAGE CODE.

Section 15.52.060, titled “Determination of Historic and/or Architectural Impact,” of Chapter 15.52, titled “Demolition Permits,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.52.060 Determination of historic and/or architectural impact.

- A. Time and Nature of Determination. ~~Within sixty (60) days after a historic and architectural impact study is filed with the Director, t~~**The** Landmark Preservation Commission shall meet ~~to~~ **and** 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, **within 60 days after a historic and architectural impact study is filed with the Director.**

* * *

SECTION 6: 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 Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.52.070 Delay of Issuance of Permit.

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March 2, 2021

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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 that the Landmark Preservation Commission makes a preliminary determination pursuant to Section 15.52.040.A of this Code,** to afford an opportunity to find alternatives to demolition. **Notwithstanding anything to the contrary contained in this subsection, the maximum delay on the issuance of a permit that may be ordered by the Landmark Preservation Commission on any complete demolition permit application filed prior to [insert adoption date of ordinance], 2021 shall be 270 days from the date the complete application was filed with the Director.**
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.

- 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 7: AMENDMENT TO CHAPTER 15.52 OF THE VILLAGE CODE REGARDING MAXIMUM BUILDING SIZE BONUS. Chapter 15.52, titled "Demolition Permits," of Title 15, titled "Buildings and Construction," 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

- 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 alter and add on to the historic or architecturally significant building. As part of its determination, the Landmark Preservation Commission shall adopt findings specifically identifying any critical exterior historical or architectural features of the building**

visible from a public or private street or other significant historic or architecturally significant features that warrant preservation (collectively, “Critical Exterior Historical or Architectural Features”). The findings and notice of the applicability of the regulations contained of this Section shall be recorded against the property. 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 alterations and additions so long as the alterations and additions would not alter Critical Exterior Historical or Architectural Features. If a proposed exterior alteration and addition would alter Critical Exterior Historical or Architectural Features, the alterations and additions may be made only if the Director determines, in accordance with the criteria set forth in Section 15.52.090.D, that the exterior alterations and additions do not destroy the nature of any Critical Exterior Historical or Architectural Features. An application for such determination shall be submitted to the Director on forms provided by the Village. If the Director determines that a proposed alteration to the exterior of the building or additions to the building destroys the nature of a building’s Critical Exterior Historical or Architectural Features, the owner may appeal the Director’s determination to the Village Council, which appeal must be filed with the Director within 14 days of the Director’s written determination.

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 alter 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 alterations to the exterior or additions to a building would destroy the nature of a building’s Critical Exterior Historical or Architectural Features pursuant to this Section, shall consider the general standards and design guidelines set forth below. Depending upon the proposed

alteration or additions, the Director or Village Council may require an applicant to post an escrow with the Village and fund an analysis prepared by an architectural historian, historic architect, or other similarly qualified professional to determine if the general standards and guidelines are met.

1. General Standards.

- a. Conformance with the Village Zoning Ordinance.
- b. Reasonable effort shall be made to use the building, 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 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 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 or structures.
- f. The surface cleaning of buildings 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 the alterations and relocation of existing buildings 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.

2. Design Guidelines.

- a. Height. The height of any proposed alteration should be compatible with the architectural style and character of the building.
- 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 building.
- c. Roof Shape. The design of the roof should be compatible with the architectural style and character of the building.
- d. Scale. The scale of additions should be compatible with the architectural style and character of the building.
- e. Directional Expression. The dominant horizontal or vertical expression of the facades should be compatible with the original architectural style or character of the building.
- f. Architectural Details. Materials, textures, colors and architectural details should be compatible with the original architectural style or character of the building.
- 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 building.
- 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.

1. If an owner previously utilized the one-time, maximum building size bonus approved in accordance with Section 15.52.090.B to alter and add on to a historic or architecturally significant building, and subsequently any owner of the property seeks to undertake exterior alterations or additions to the building that do not require a demolition permit, the owner will be allowed to proceed with the proposed alterations or additions so long as the alterations and additions would not alter any Critical Exterior Historical or Architectural Features. If the proposed alteration or addition would alter a Critical Exterior Historical or Architectural Feature, the alterations or additions may be made only if the Director determines, in accordance with the criteria set forth in Section 15.52.090.D, that the exterior alterations or additions do not destroy the nature of a building's Critical Exterior Historic or Architectural Features. If the Director determines that the proposed alterations to the exterior of the building or addition to the building would destroy the nature of the building's Critical Exterior Historical or Architectural Features, the Director will deny the permit and the owner may appeal the Director's determination to the Village Council, which appeal must be filed with the Director within 14 days of the Director's written determination. Nothing in this Subsection 15.52.090.E.1 shall prevent an owner who received a maximum building size bonus from making more than one addition onto their home provided that the owner complies with the requirements of this Subsection and the home, with all proposed additions, will not exceed the maximum building size permitted by Section 17.030.040.H of this Code.

2. If an owner utilizes the one-time, maximum building size bonus approved in accordance with Section 15.52.090.B to alter 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 any property that has already been granted a maximum building size bonus pursuant to Section 15.52.090.A or Chapter 15.53 of this Code.

SECTION 8: 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

- A. A property with a building designated a landmark pursuant Section 15.64.040 of this Code prior to [insert adoption date of ordinance], 2021 shall automatically qualify for a one-time, maximum building size bonus of 20 percent, as provided in Section 17.030.040.H of this Code, provided that the landmarked building has not been altered in a manner that the Landmark Preservation Commission determined was inappropriate in accordance with Section 15.65.060.D of this Code. Such maximum building size bonus shall be used in compliance with the terms of this Chapter.**
- B. If an owner desires to alter 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 one-time, maximum building size bonus of 20 percent, as provided in Section 17.030.040.H of this Code, in accordance with the procedures in this Chapter. Such maximum building size bonus shall be used in compliance with the terms of this Chapter. This subsection shall not apply to: (i) any property that qualifies for a maximum building size bonus in accordance with Section 15.53.010.A; or (ii) any property that has been granted a maximum building size bonus pursuant to this Section or Section 15.52.060 of this Code.**

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 current 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 preliminary property history study prepared by the Director that complies with the requirements of Section 15.52.040.B of this Code and commented on by the Winnetka Historical Society. The preparation of the history study shall require its own application and fee set by resolution of the Village Council.
4. A Historic and Architectural Impact Study that complies with the requirements of Section 15.52.050 of this Code.
5. 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 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. As part of its determination, the Landmark Preservation Commission shall adopt findings specifically identifying any critical exterior historical or architectural features of the building visible from a public or private street or other significant historic or architecturally significant features that warrant preservation (for purposes of this Chapter, the “Critical Exterior Historical or Architectural Features”). The findings and notice of the applicability of the regulations contained of this Chapter shall be recorded against the property. 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. 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.

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 if a building is (i) landmarked and qualifies for a bonus pursuant to Section 15.53.010.A of this Chapter or (ii) if a bonus is granted in accordance with Section 15.53.030 of this Code, for exterior alterations and additions so long as the alterations and additions would not alter the nature of Critical Exterior Historical or Architectural Features. If a proposed exterior alteration or addition would alter a Critical Exterior Historical or Architectural Feature, the alterations and additions may be made only if the Director determines, in accordance with the criteria set forth in Section 15.53.050, that the exterior alterations and additions do not destroy the nature of the building's Critical Exterior Historical or Architectural Features. An application for such determination shall be submitted to the Director on forms provided by the Village. If the Director determines that a proposed alteration to the exterior of the building or additions to the building destroys the nature of a building's Critical Exterior Historical or Architectural Features, the owner may appeal the Director's determination to the Village Council, which appeal must be filed with the Director within 14 days of the Director's determination. Any procedural requirements in this Section that apply to landmarks shall be in addition to, and not supersede, any requirements in Chapter 15.64 of this Code.

Section 15.53.050 Criteria for Use of Maximum Building Size Bonus.

The Director and Village Council, when considering whether alterations to the exterior or additions to a building would destroy the nature of a building's Critical Exterior Historical or Architectural Features pursuant to Sections 15.53.040 or 15.53.060 of this Code, shall consider the following general standards and design guidelines set forth below. Depending upon the proposed alteration or additions, the Director or Village Council may require an applicant to post an escrow and fund an analysis prepared by an architectural historian, historic architect, or other similarly qualified professional to determine if the general standards and guidelines are met.

A. General Standards.

1. Conformance with the Village Zoning Ordinance.
2. Reasonable effort shall be made to use the building 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 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.

4. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building 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 or structures.
6. The surface cleaning of buildings 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 the alterations and relocation of existing buildings 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.

B. Design Guidelines.

1. Height. The height of any proposed alteration should be compatible with the architectural style and character of the building.
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 building.
3. Roof Shape. The design of the roof should be compatible with the architectural style and character of the building.
4. Scale. The scale of the structure should be compatible with the architectural style and character of the building.

5. Directional Expression. The dominant horizontal or vertical expression of the facades should be compatible with the original architectural style or character of the building.
6. Architectural Details. Materials, textures, colors and architectural details should be compatible with the original architectural style or character of the building.
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 building.
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 previously utilized the one-time, maximum building size bonus in accordance with Section 15.53.040 to alter and add on to a historic or architecturally significant building, and subsequently any owner of the property seeks to undertake exterior alterations or additions to the building that do not require a demolition permit, the owner will be allowed to proceed with the proposed alterations so long as the alterations or additions would not alter any Critical Exterior Historical or Architectural Features. If the proposed alteration or addition would alter a Critical Exterior Historical or Architectural Features, the alterations or additions may be made only if the Director determines, in accordance with the criteria set forth in Section 15.53.050, that the exterior alterations or additions do not destroy the nature of the building's Critical Exterior Historical or Architectural Features. An application for such determination shall be submitted to the Director on forms provided by the Village. If the Director determines that the proposed alterations to the exterior of the building or addition to the building would destroy the nature of the building's Critical Exterior Historical or Architectural Features, the Director will deny the permit and the owner may appeal the Director's determination to the Village Council, which appeal must be filed with the Director within 14 days of the Director's written determination. Any procedural requirements in this Section that apply to landmarks shall be in addition to, and not supersede, any requirements in Chapter 15.64 of this Code. Nothing in this Subsection 15.53.060.A shall prevent

an owner who received a maximum building size bonus from making more than one addition onto their home provided that the owner complies with the requirements of this Subsection and the home, with all proposed additions, will not exceed the maximum building size permitted by Section 17.030.040.H of this Code.

B. If an owner utilizes the one-time, maximum building size bonus approved in accordance with Section 15.53.030 to alter 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.

SECTION 9: AMENDMENT TO SECTION 17.30.040 OF THE WINNETKA 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 10: 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 11: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

MC-02-2021
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March 2, 2021

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

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

MC-02-2021
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March 2, 2021

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ORDINANCE NO. MC—~~2021~~02-2021

**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~~ARCHITECTURALLY
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 ~~_____~~March 2, 2021, after due notice, the Village Council held a public hearing to consider the Proposed Amendments; and

WHEREAS, the Village Council acknowledges that adoption of this Ordinance is an interim measure until the Village Council receives additional input from community members during the development of the updated Comprehensive Plan regarding what actions the Village should take to further encourage the preservation of historic and architecturally significant structures; and

WHEREAS, within a year of the Village Council’s adoption of the updated Comprehensive Plan, the Village Council intends to review these proposed amendments to determine if further amendments are prudent to encourage additional preservation of historic and architecturally significant structures in the Village; and

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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 Title 15, titled "Buildings and Construction," of the Village Code shall be amended to read as follows:

"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 current 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.~~ 2. A proposed demolition and construction schedule.
 - ~~4.~~ 3. A waste reduction and recycling plan, as provided in Section 15.54.080 of this Code.
 - ~~5.~~ 4. A list of the addresses of all properties located within ~~two hundred fifty~~ (250) feet of the subject property.
 - ~~6.~~ 5. Disclosure and proof of ownership, consisting of one of the following, whichever is applicable:

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- 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 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

SECTION 3: AMENDMENT TO SECTION 15.52.040 OF THE VILLAGE CODE.

Section 15.52.040, titled "Time and Nature of Preliminary Review," of Section 15.52.040, titled "Preliminary historic and architectural review," of Chapter 15.52, titled "Demolition Permits," of Title 15, titled "Buildings and Construction," of the Village Code shall be amended to read as follows:

"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~~ and determine within 60 days after the filing of a complete demolition application whether the building and/or property that is the subject of the permit application is of sufficient historic or architectural merit to warrant**

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conducting an historic and architectural impact study prior to the issuance of the demolition permit.

* * *

SECTION 4: AMENDMENT TO SECTION 15.52.050 OF THE VILLAGE CODE.

Section 15.52.050, titled “Historic and architectural impact study,” of Chapter 15.52, titled “Demolition Permits,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.52.050 Historic and architectural impact study.

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;

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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. **Historic or Architectural Features Warranting Preservation.** The historic and architectural impact study shall specifically identify any critical exterior historical or architectural features of the building that warrant preservation.

~~GH.~~ Filing and Distribution of Study. The applicant shall file ~~fifteen (15)~~ **10** 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 with the Community Development Department.~~”

SECTION 5: AMENDMENT TO SECTION 15.52.060 OF THE VILLAGE CODE.

Section 15.52.060, titled “Determination of Historic and/or Architectural Impact,” of Chapter 15.52, titled “Demolition Permits,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.52.060 Determination of historic and/or architectural impact.

A. Time and Nature of Determination. ~~Within sixty (60) days after a historic and architectural impact study is filed with the Director, t~~The Landmark Preservation Commission shall meet ~~to~~ **and** 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, **within 60 days after a historic and architectural impact study is filed with the Director.**

* * *

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SECTION 6: 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 Title 15, titled "Buildings and Construction," 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 that the complete application for a demolition permit is received by the Director**~~Landmark Preservation Commission makes a preliminary determination pursuant to Section 15.52.040.A of this Code,~~ to afford an opportunity to find alternatives to demolition. **Notwithstanding anything to the contrary contained in this subsection, the maximum delay on the issuance of a permit that may be ordered by the Landmark Preservation Commission on any complete demolition permit application filed prior to [insert adoption date of ordinance], 2021 shall be 270 days from the date the complete application was filed with the Director.**
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

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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 47: AMENDMENT TO CHAPTER 15.52 OF THE VILLAGE CODE REGARDING MAXIMUM BUILDING SIZE BONUS. Chapter 15.52, titled “Demolition Permits,” of Title 15, titled “Buildings and Construction,” 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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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~~alter and add on to the historic or architecturally significant building. As part of its determination, the Landmark Preservation Commission shall adopt findings specifically identifying any critical exterior historical or architectural features of the building visible from a public or private street or other significant historic or architecturally significant features that warrant preservation (collectively, “Critical Exterior Historical or Architectural Features”). The findings and notice of the applicability of the regulations contained of this Section shall be recorded against the property. 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~~alterations and additions ~~provided that~~so long as the alterations and additions would not alter Critical Exterior Historical or Architectural Features. If a proposed exterior alteration and addition would alter Critical Exterior Historical or Architectural Features, the alterations and additions may be made only if the Director determines, in accordance with the criteria set forth in Section 15.52.090.D, that the exterior ~~renovations~~alterations and additions ~~to the building~~ do not destroy the ~~building’s historic or architecturally significant nature. In the event that~~nature of any Critical Exterior Historical or Architectural Features. An application for such determination shall be submitted to the Director on forms provided by the Village. If the Director determines that a proposed ~~renovation~~alteration to the exterior of the building or additions to the building destroys the ~~nature of a building’s historic or architecturally significant nature~~Critical Exterior Historical or Architectural Features, the owner may appeal the Director’s determination to the Village Council, ~~which appeal must be filed with the Director within 14 days of the Director’s written determination.~~

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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~~alter 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~~alterations to the exterior or additions to a building would destroy the nature of a building's ~~historic or architecturally significant nature~~Critical Exterior Historical or Architectural Features pursuant to this Section, shall consider the ~~following~~general standards and design guidelines: set forth below. Depending upon the proposed alteration or additions, the Director or Village Council may require an applicant to post an escrow with the Village and fund an analysis prepared by an architectural historian, historic architect, or other similarly qualified professional to determine if the general standards and guidelines are met.

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.

- 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, or 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.~~

2. **Design Guidelines.**

- a. Height. The height of any proposed alteration should be compatible with the architectural style and character of the ~~designated landmark~~ building.
- 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~~ building.

- c. Roof Shape. The design of the roof should be compatible with the architectural style and character of the ~~designated landmark~~building.
- d. Scale. The scale of ~~the structure~~additions should be compatible with the architectural style and character of the ~~designated landmark~~building.
- 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~~building.
- f. Architectural Details. Materials, textures, colors and architectural details should be compatible with the original architectural style or character of the ~~designated landmark~~building.
- 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~~building.
- 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.

- 1. If an owner ~~utilizes~~previously utilized the one-time, maximum building size bonus approved in accordance with Section 15.52.090.B to ~~renovate~~alter and add on to a historic or architecturally significant building, and subsequently any owner of the property seeks to undertake exterior ~~renovations~~alterations or additions to the building that do not require a demolition permit, the owner will be allowed to proceed with the proposed ~~renovations~~alterations or additions 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~~ alterations and additions would not alter any Critical Exterior Historical or Architectural Features. If the proposed alteration or addition would alter a Critical Exterior Historical or Architectural Feature, the alterations or additions may be made only if the Director determines, in accordance with the criteria set forth in Section 15.52.090.D, ~~In the event~~, that the exterior alterations or additions do not destroy the nature of a building's Critical Exterior Historic or Architectural Features. If the Director determines that the proposed ~~renovations~~ alterations to the exterior of the building or addition to the building would destroy the ~~nature of the building's historic or architecturally significant nature~~ Critical Exterior Historical or Architectural Features, the Director will deny the permit and the owner may appeal the Director's determination to the Village Council, ~~—~~, which appeal must be filed with the Director within 14 days of the Director's written determination. Nothing in this Subsection 15.52.090.E.1 shall prevent an owner who received a maximum building size bonus from making more than one addition onto their home provided that the owner complies with the requirements of this Subsection and the home, with all proposed additions, will not exceed the maximum building size permitted by Section 17.030.040.H of this Code.

2. If an owner utilizes the one-time, maximum building size bonus approved in accordance with Section 15.52.090.B to ~~renovate~~alter 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.

E. 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 any property that has already been granted a maximum building size bonus pursuant to Section 15.52.090.A or Chapter 15.53 of this Code.~~"

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March 2, 2021

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

SECTION 48: 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

A. A property with a building designated a landmark pursuant ~~Section 15.64.040 of this Code~~ prior to [insert adoption date of ordinance], 2021 shall automatically qualify for a one-time, maximum building size bonus of 20 percent, as provided in Section 17.030.040.H of this Code, provided that the landmarked building has not been altered in a manner that the Landmark Preservation Commission determined was inappropriate in accordance with Section 15.65.060.D of this Code. Such maximum building size bonus shall be used in compliance with the terms of this Chapter.

B. If an owner desires to ~~renovate~~alter 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 one-time, maximum building size bonus of 20 percent, as provided in Section 17.030.040.H of this Code, in accordance with the procedures in this Chapter. Such maximum building size bonus shall be used in compliance with the terms of this Chapter. ~~This subsection shall not apply to: (i) any property that qualifies for a maximum building size bonus in accordance with Section 15.53.010.A; or (ii) any property that has been granted a maximum building size bonus pursuant to this Section or Section 15.52.060 of this Code.~~

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.

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March 2, 2021

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

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

- 1. A current 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 preliminary property history study prepared by the Director that complies with the requirements of Section 15.52.040.B of this Code and commented on by the Winnetka Historical Society. The preparation of the history study shall require its own application and fee set by resolution of the Village Council.**
- 4. A Historic and Architectural Impact Study that complies with the requirements of Section 15.52.050 of this Code.**
- 45. 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 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. As part of its determination, the Landmark Preservation Commission shall adopt findings specifically identifying any critical exterior historical or architectural features of the building visible from a public or private street or other significant historic or architecturally significant features that warrant preservation (for purposes of this Chapter, the "Critical Exterior Historical or Architectural Features"). The findings and notice of the applicability of the regulations contained of this Chapter shall be recorded against the property. 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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March 2, 2021

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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 if a building is (i) landmarked and qualifies for a bonus pursuant to Section 15.53.010.A of this Chapter or (ii) if a bonus is granted in accordance with Section 15.53.030 of this Code, for exterior ~~renovations~~alterations and additions so long as the alterations and additions would not alter the nature of Critical Exterior Historical or Architectural Features. If a proposed exterior alteration or addition would alter a Critical Exterior Historical or Architectural Feature, the alterations and additions may be made only if the Director determines, in accordance with the criteria set forth in Section 15.53.050, that the ~~renovations~~exterior alterations and additions ~~to the building~~ do not destroy the nature of the building's ~~historic or architecturally significant nature.~~ ~~In the event that~~Critical Exterior Historical or Architectural Features. An application for such determination shall be submitted to the Director on forms provided by the Village. If the Director determines that a proposed ~~renovation~~alteration to the exterior of the building or additions to the building destroys the nature of a building's ~~historic or architecturally significant nature~~Critical Exterior Historical or Architectural Features, the owner may appeal the Director's determination to the Village Council, ~~which appeal must be filed with the Director within 14 days of the Director's determination.~~ Any procedural requirements in this Section that apply to landmarks shall be in addition to, and not supersede, any requirements in Chapter 15.64 of this Code.

Section 15.53.050 Criteria for Use of Maximum Building Size Bonus.

The Director and Village Council, when considering whether ~~renovations~~alterations to the exterior or additions to a building would destroy the nature of a building's ~~historic or architecturally significant nature~~Critical Exterior Historical or Architectural Features pursuant to Sections 15.53.040 or 15.53.060 of this Code, shall consider the following general standards and design guidelines: set forth below. Depending upon

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March 2, 2021

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the proposed alteration or additions, the Director or Village Council may require an applicant to post an escrow and fund an analysis prepared by an architectural historian, historic architect, or other similarly qualified professional to determine if the general standards and guidelines are met.

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.**
- 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, or 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**

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March 2, 2021

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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~~building.
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~~building.
3. Roof Shape. The design of the roof should be compatible with the architectural style and character of the ~~designated landmark~~building.
4. Scale. The scale of the structure should be compatible with the architectural style and character of the ~~designated landmark~~building.
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~~building.
6. Architectural Details. Materials, textures, colors and architectural details should be compatible with the original architectural style or character of the ~~designated landmark~~building.
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~~building.

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~~ previously utilized the one-time, maximum building size bonus ~~approved~~ in accordance with Section ~~15.53.030 of this Code~~ 15.53.040 to ~~renovate~~ alter and add on to a historic or architecturally significant building, ~~the~~ and subsequently any owner of the property ~~must submit an application to the Director, which application must include (a) building plans showing the proposed~~ seeks to undertake exterior alterations ~~and/or~~ and ~~(b) the name and address of the contractor to perform the exterior alternations and additions. The~~ building that do not require a demolition permit, the owner will be allowed to proceed with the proposed ~~exterior renovations or additions~~ alterations so long as the ~~Director determines that the renovations or additions do not destroy the building's historic or architecturally significant nature~~ alterations or additions would not alter any Critical Exterior Historical or Architectural Features. If the proposed alteration or addition would alter a Critical Exterior Historical or Architectural Features, the alterations or additions may be made only if the Director determines, in accordance with the criteria set forth in Section 15.53.050 of this Code. In, that the ~~event that~~ exterior alterations or additions do not destroy the nature of the building's Critical Exterior Historical or Architectural Features. An application for such determination shall be submitted to the Director on forms provided by the Village. If the Director determines that the proposed ~~renovations~~ alterations to the exterior of the building or ~~additions~~ addition to the building would ~~destroy the nature of the building's historic or architecturally significant nature~~ Critical Exterior Historical or Architectural Features, the Director will deny the permit and the owner may appeal the Director's determination to the Village Council, ~~which appeal must be filed with the Director within 14 days of the Director's written determination. Any procedural requirements in this Section that apply to landmarks shall be in addition to, and not supersede, any requirements in Chapter 15.64 of this Code. Nothing in this Subsection 15.53.060.A shall prevent an owner who received a maximum building size bonus from making more than one addition onto their home provided that the owner complies with the~~

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March 2, 2021

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requirements of this Subsection and the home, with all proposed additions, will not exceed the maximum building size permitted by Section 17.030.040.H of this Code.

B. If an owner utilizes the one-time, maximum building size bonus approved in accordance with Section ~~15.52.030 of this Code~~15.53.030 to ~~renovate~~alter 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 ~~Chapter~~Section and must ~~bring~~utilize the property ~~into~~in conformance with ~~any generally~~all other applicable ~~maximum building size regulations for the applicable zoning district~~provisions of the Zoning Ordinance.

~~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 5-9: AMENDMENT TO SECTION 17.30.040 OF THE ~~WINNTEKA~~WINNETKA 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

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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 610: 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 711: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

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

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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March 2, 2021

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

David Schoon

From: Kristin Kazenas
Sent: Monday, February 22, 2021 5:15 PM
To: David Schoon
Cc: Robert Bahan; Peter Friedman (Elrod Friedman Law)
Subject: FW: Proposed changes to historical preservation ordinance

-----Original Message-----

From: jlongii@comcast.net [REDACTED]
Sent: Friday, February 19, 2021 9:33 PM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: Proposed changes to historical preservation ordinance

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I believe the proposed changes are well intentioned.
Thanks,
Joe Long

Sent from my iPad

David Schoon

From: Kristin Kazenas
Sent: Monday, February 22, 2021 6:19 PM
To: David Schoon
Cc: Robert Bahan; Peter Friedman (Elrod Friedman Law)
Subject: FW: Preservation of Historic Homes

From: Ladd Mengel <[REDACTED]>
Sent: Friday, February 19, 2021 4:56 PM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: Preservation of Historic Homes

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bravo!

It's time to address the teardown issue...particularly those of historic or architectural value. We live on Whitebridge Hill and fought to save the original home that was one of the oldest in the Village. It was an extremely frustrating experience.

Lake Forest has in place a similar law and it has been successful in saving homes of similar nature and value.

When demolition permits are given to these homes, another piece of history is destroyed.

Thank you for considering this amendment to delay demolition while the homeowner considers other alternatives.

Respectfully submitted,

Ladd G. Mengel

David Schoon

From: Kristin Kazenas
Sent: Monday, February 22, 2021 6:19 PM
To: David Schoon
Cc: Robert Bahan; Peter Friedman (Elrod Friedman Law)
Subject: FW: Preservation Code Amendments

From: Christine Quinn [REDACTED] >
Sent: Friday, February 19, 2021 5:03 PM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: Preservation Code Amendments

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As a resident of Winnetka and owner of a locally landmarked historic home, I'm writing in support of the amendments as presented in the 2/19 village newsletter. The quantity and quality of historic housing stock is a large part of what drew my family to Winnetka and defines the character of our community. We must do what we can to preserve it.--
Christine S. Quinn

790 Bryant Avenue
Winnetka, IL 60093

[REDACTED]

David Schoon

From: Kristin Kazenas
Sent: Monday, February 22, 2021 5:14 PM
To: David Schoon
Subject: FW: Proposed Amendment to Village Code to provide 20% building size bonus for qualifying historic/architecturally significant homes

From: Kerr, Michael H. <[REDACTED]>
Sent: Saturday, February 20, 2021 7:22 AM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: Proposed Amendment to Village Code to provide 20% building size bonus for qualifying historic/architecturally significant homes

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ladies and Gentlemen,

I wholeheartedly support the proposed amendments to the Code to help preserve historically and architecturally significant homes in Winnetka.

I know from personal experience that in the past the Zoning Board has had its hands tied and has not been able to take into account the desirability of preserving historically and architecturally significant homes in considering variance requests under the floor area ratio provisions of the Code.

We have the pleasure of living in a 108 year old home at 266 Linden Street which was built by a member of the Buckingham family that donated to the City of Chicago the magnificent Buckingham Fountain by the lakefront. Many years ago a lovely lady stopped by our house asking if she could see it. It turned out that she was the granddaughter of the Buckingham family that built the house. She told us that she had been born in one of the front bedrooms, but that sadly her mother had died in childbirth. She was raised by her grandparents and grew up in the house. She said that originally the property included not only the properties that today are on each side of us, but also went all the way back to Chestnut where there was a barn/stable. She said that the house looked exactly as it looked when she grew up in it, except that the sleeping porches on the north and south sides of the house had been enclosed. The house later was owned by the John M. Smyth family which owned and operated for many years the beautiful furniture store under that name on Michigan Avenue. At some point the house came to exceed today's floor area ratio under the Code, possibly in connection with the sale of the original property surrounding the home or a subsequent amendment to the FAR provisions of the Code.

Over the 30+ years that we have lived at 266 Linden we have remodeled and upgraded the home in many ways to keep it current with the times. Twice we have sought variances to modestly expand the size of the home to bring it current with today's lifestyle. The first time was to increase the size of what used to be a small laundry room by less than 100 square feet to convert it into a small family room off of our kitchen. The second time was in connection with the remodeling of our master bathroom to increase its size by approximately 60 square feet to bring such bathroom closer to what today's homeowners are looking for in master bedroom/bathroom suites. In both instances we argued that these changes were necessary to preserve our beautiful old home by bringing it up to what homeowners are looking for today -- homes with family rooms where homeowners and their families and guests will spend most of their time and homes with comfortable, well equipped master bathrooms. Our arguments regarding the desirability of

preserving and updating older homes in Winnetka fell on deaf ears and our requests for variances to create a family room and enlarge our master bathroom were denied (to be fair, in the first instance we were permitted to reconfigure the stairs to our basement and in the second instance we were permitted to add approximately 10 square feet as a connector to a bedroom that otherwise would have been left without access to a bathroom). This is not intended as any criticism of the members of the Zoning Committee who were all courteous and civic minded residents of Winnetka. They applied a "hardship standard" and simply did not have the discretion to consider the preservation of historically and architecturally significant older homes.

Today our 108 year old home is surrounded by grand, new homes. Three houses across from us on Linden Street and the two house to our immediate south and the house to our immediate north are all new. The process has also started with the houses behind us on Chestnut. While the new homes are beautiful and have brought with them lovely families, it is sad to see so many older homes in Winnetka being torn down. Hopefully the proposed changes to the Code will convince owners/buyers of older home to invest in restoring and preserving such homes.

Regards,

Michael

Michael Kerr
266 Linden Street
Winnetka, IL 60093

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GROSS FLOOR AREA, ROOFED LOT COVERAGE, AND IMPERMEABLE LOT COVERAGE ANALYSIS – TWO SMALLER HISTORIC LOTS

532 ORCHARD LANE (315 POPLAR ST)

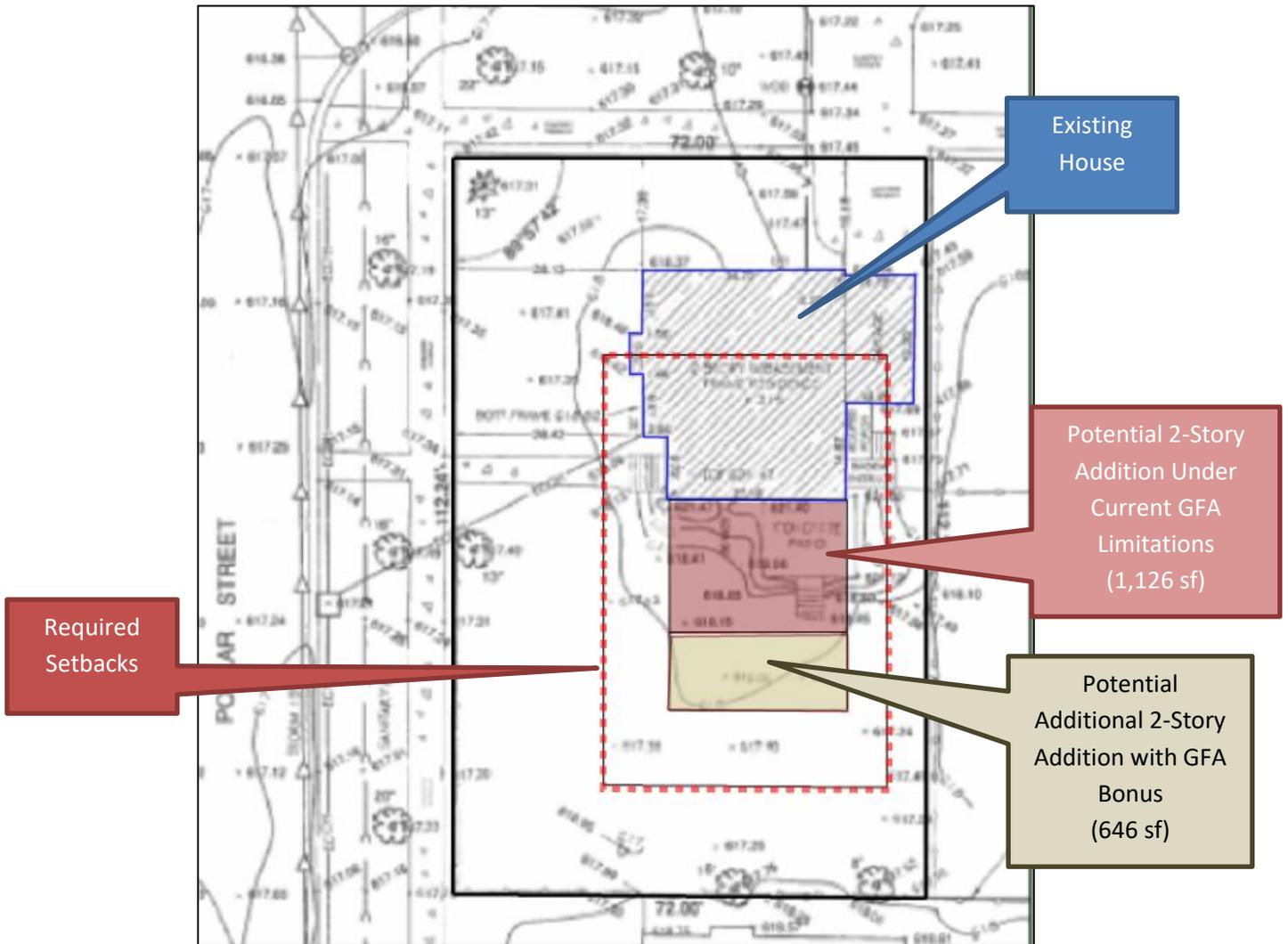
R-5 Zoning District

LPC requested HAIS but did not issue demolition delay.



GROSS FLOOR AREA, ROOFED LOT COVERAGE, AND IMPERMEABLE LOT COVERAGE ANALYSIS – TWO SMALLER HISTORIC LOTS

532 ORCHARD LANE (315 POPLAR STREET)



Gross Floor Area	A	Lot area	8,081 sq. ft.
	B	Maximum permitted Gross Floor Area	3,232 sq. ft.
	C	Original home GFA (<i>prior to demolition</i>)	2,106 sq. ft. (<i>estimate</i>)
	D	Remaining GFA available for addition under current zoning (<i>B minus C</i>)	1,126 sq. ft.
	E	Maximum GFA under "20% bonus concept" (<i>B x 1.20</i>)	3,878 sq. ft. (<i>additional 646 sq. ft.</i>)

GROSS FLOOR AREA, ROOFED LOT COVERAGE, AND IMPERMEABLE LOT COVERAGE ANALYSIS – TWO SMALLER HISTORIC LOTS

315 POPLAR ST/532 ORCHARD LANE

Roofed Lot Coverage	F	Lot area	8,081 sq. ft.
	G	Maximum permitted <i>Roofed Lot Coverage</i> (27% lot area)	2,181 sq. ft.
	H	Original home <i>Roofed Lot Coverage</i> (prior to demolition)	1,266 sq. ft. (estimate)
	J	Remaining <i>Roofed Lot Coverage</i> available for addition (G minus H)	915 sq. ft.
	K	Allowed additional GFA under current zoning (D)	1,126 sq. ft.
	L	Assumed footprint of addition allowed by K, at 2 story volume (K/2)	563 sq. ft.
	M	Total resulting <i>Roofed Lot Coverage</i> for maximum allowable additional GFA under current zoning (H plus L)	1,829 sq. ft. (complies with Maximum of 2,181 sq. ft.)
	N	Allowed additional GFA under proposed new zoning (20% bonus)	1,772 sq. ft.
	P	Assumed footprint of addition allowed by N, at 2 story volume (N/2)	886 sq. ft.
	Q	Total resulting <i>Roofed Lot Coverage</i> for maximum allowable additional GFA under proposed modified zoning (H plus P)	2,152 sq. ft. (complies with maximum of 2,181 sq. ft.)

GROSS FLOOR AREA, ROOFED LOT COVERAGE, AND IMPERMEABLE LOT COVERAGE ANALYSIS – TWO SMALLER HISTORIC LOTS

315 POPLAR ST/532 ORCHARD LANE

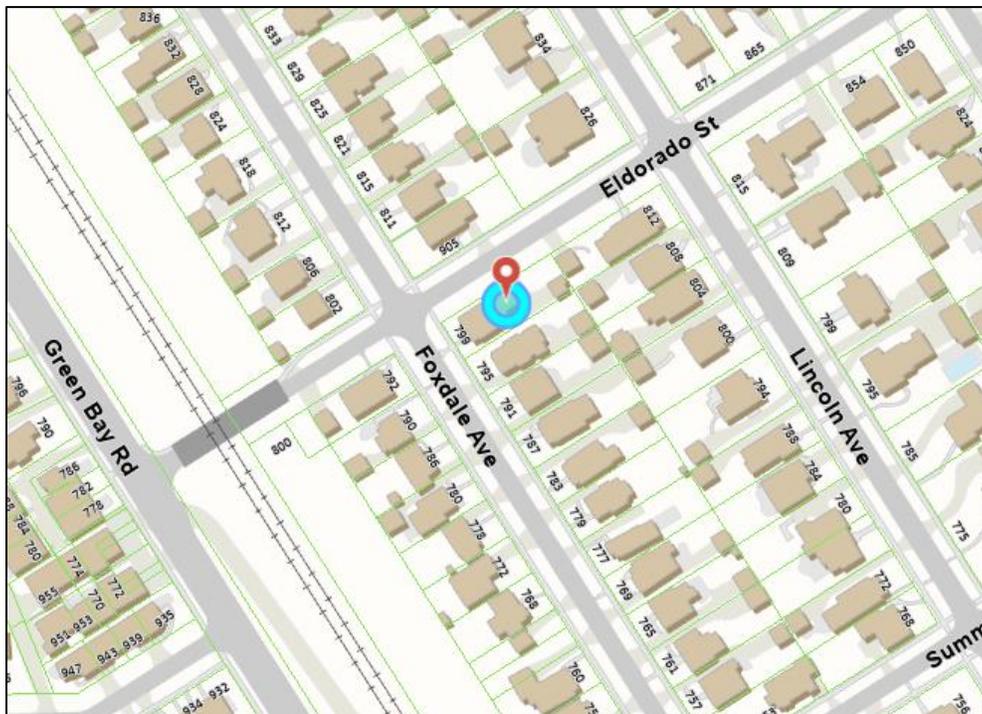
Impermeable Surface Coverage	R	Lot area	8,081 sq. ft.
	S	Maximum permitted <i>Impermeable Surface Coverage</i> (50% lot area)	4,041 sq. ft.
	T	Original home <i>Impermeable Surface Coverage</i> (prior to demolition)	1,766 sq. ft. (estimate)
	U	Remaining <i>Impermeable Surface Coverage</i> available for addition (S minus T)	2,275 sq. ft.
	V	Allowed additional GFA under current zoning (D)	1,126 sq. ft.
	W	Assumed footprint of addition allowed by V, at 2 story volume (V/2)	563 sq. ft.
	X	Total resulting <i>Impermeable Surface Coverage</i> for maximum allowable additional GFA under current zoning (T plus W)	2,329 sq. ft. (complies with Maximum of 4,041 sq. ft.)
	Y	Allowed additional GFA under proposed new zoning (20% bonus)	1,772 sq. ft.
	Z	Assumed footprint of addition allowed by Y, at 2 story volume (Y/2)	886 sq. ft.
	AA	Total resulting <i>Impermeable Surface Coverage</i> for maximum allowable additional GFA under proposed modified zoning (T plus Z)	2,652 sq. ft. (complies with maximum of 4,041 sq. ft.)

GROSS FLOOR AREA, ROOFED LOT COVERAGE, AND IMPERMEABLE LOT COVERAGE ANALYSIS – TWO SMALLER HISTORIC LOTS

799 FOXDALE AVE (900 ELDORADO)

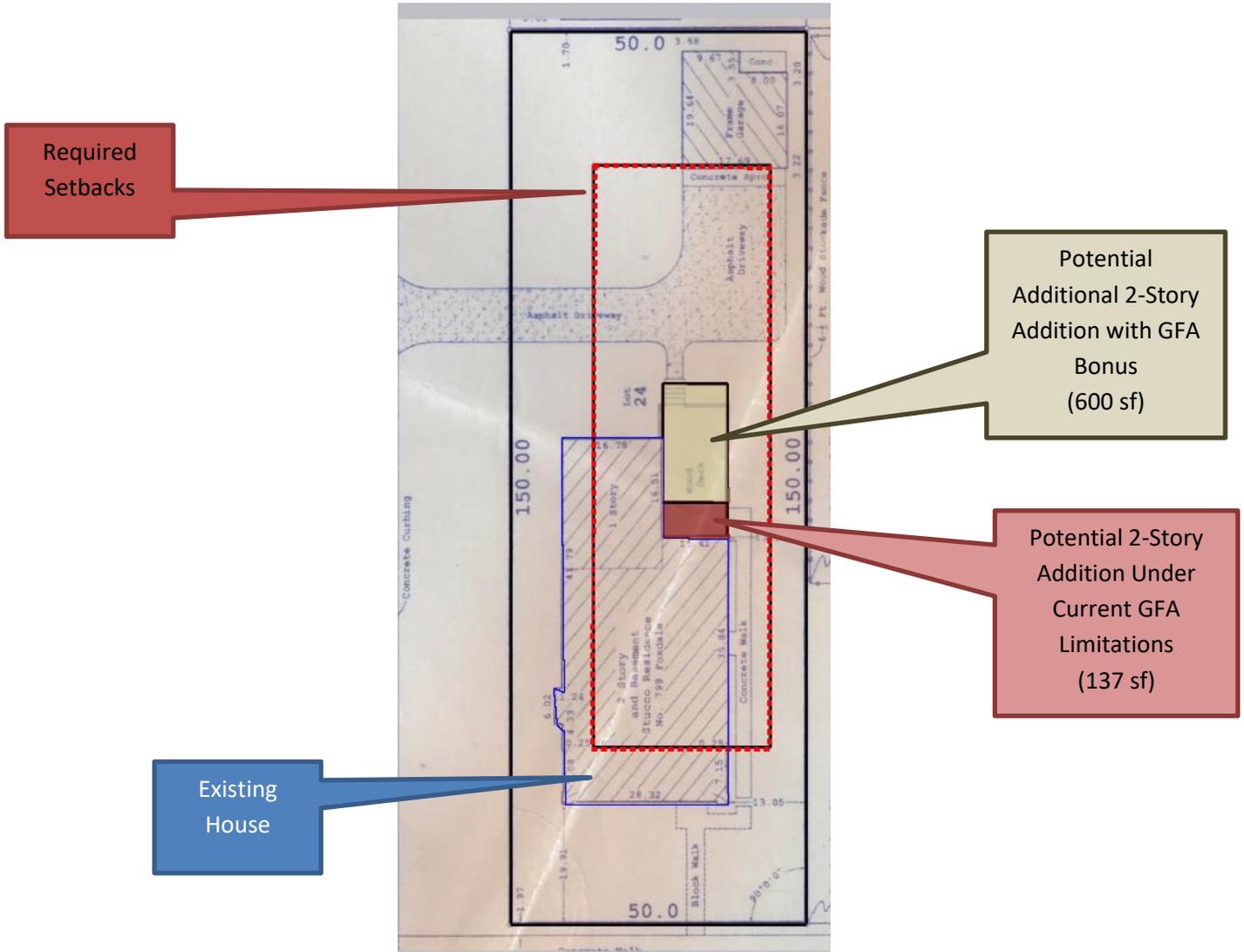
R-5 Zoning District

LPC requested HAIS, 60-day delay issued
(application subsequently withdrawn)



GROSS FLOOR AREA, ROOFED LOT COVERAGE, AND IMPERMEABLE LOT COVERAGE ANALYSIS – TWO SMALLER HISTORIC LOTS

799 FOXDALE AVE (900 ELDORADO)



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>)

GROSS FLOOR AREA, ROOFED LOT COVERAGE, AND IMPERMEABLE LOT COVERAGE ANALYSIS – TWO SMALLER HISTORIC LOTS

799 FOXDALE AVE (900 ELDORADO)

Roofed Lot Coverage	F	Lot area	7,500 sq. ft.
	G	Maximum permitted <i>Roofed Lot Coverage</i> (27% lot area)	2,025 sq. ft.
	H	Original home <i>Roofed Lot Coverage</i>	1,642 sq. ft. <i>(estimate)</i>
	J	Remaining <i>Roofed Lot Coverage</i> available for addition <i>(G minus H)</i>	383 sq. ft.
	K	Allowed additional GFA under current zoning <i>(D)</i>	137 sq. ft.
	L	Assumed footprint of addition allowed by K, at 2 story volume <i>(K/2)</i>	68 sq. ft.
	M	Total resulting <i>Roofed Lot Coverage</i> for maximum allowable additional GFA under current zoning <i>(H plus L)</i>	1,710 sq. ft. <i>(complies with Maximum of 2,1025 sq. ft.)</i>
	N	Allowed additional GFA under proposed new zoning (20% bonus)	737 sq. ft.
	P	Assumed footprint of addition allowed by N, at 2 story volume <i>(N/2)</i>	368 sq. ft.
	Q	Total resulting <i>Roofed Lot Coverage</i> for maximum allowable additional GFA under proposed modified zoning <i>(H plus P)</i>	2,010 sq. ft. <i>(complies with maximum of 2,025 sq. ft.)</i>

GROSS FLOOR AREA, ROOFED LOT COVERAGE, AND IMPERMEABLE LOT COVERAGE ANALYSIS – TWO SMALLER HISTORIC LOTS

799 FOXDALE AVE (900 ELDORADO)

Impermeable Surface Coverage	R	Lot area	7,500 sq. ft.
	S	Maximum permitted <i>Impermeable Surface Coverage</i> (50% lot area)	3,750 sq. ft.
	T	Original home <i>Impermeable Surface Coverage</i>	2,642 sq. ft. (estimate)
	U	Remaining <i>Impermeable Surface Coverage</i> available for addition (S minus T)	1,108 sq. ft.
	V	Allowed additional GFA under current zoning (D)	137 sq. ft.
	W	Assumed footprint of addition allowed by V, at 2 story volume (V/2)	68 sq. ft.
	X	Total resulting <i>Impermeable Surface Coverage</i> for maximum allowable additional GFA under current zoning (T plus W)	2,710 sq. ft. (complies with Maximum of 3,750 sq. ft.)
	Y	Allowed additional GFA under proposed new zoning (20% bonus)	737 sq. ft.
	Z	Assumed footprint of addition allowed by Y, at 2 story volume (Y/2)	368 sq. ft.
	AA	Total resulting <i>Impermeable Surface Coverage</i> for maximum allowable additional GFA under proposed modified zoning (T plus Z)	3,010 sq. ft. (complies with maximum of 3,750 sq. ft.)