

Winnetka Village Council
REGULAR VIRTUAL MEETING

Zoom
March 16, 2021
7:00 PM

AGENDA

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

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

- 1) Telephone (audio only Call 312-626-6799), when prompted enter the Meeting ID – 91049056611 (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: 91049056611. Event Password: VC031621

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

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

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

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

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) Thursday, April 8, 2021 Regular Meeting
 - b) April 13, 2021 Study Session
 - c) April 20, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes: None.
 - b) Approval of Warrant List dated February 26 – March 11, 2021 3
 - c) Resolution No. R-41-2021: Uniform Service Contract (Adoption).....4
 - d) Resolution No. R-42-2021: Maintenance of Water Plan Raw Water Intake (Adoption) ...32
 - e) Resolution No. R-43-2021: Allowing Outdoor Dining and Liquor Service During COVID-19 Emergency (Adoption).....65
 - f) Outdoor Seating Permits68
- 8) Ordinances and Resolutions
 - a) Ordinance No. M-7-2021: North Shore Barber Special Use, 1081-1083 Gage (Adoption/Introduction).....70
 - b) Ordinance No. MC-2-2021: Demolition Delay & Building Size Bonus for Historic Homes (Adoption)108
 - c) Resolution No. R-39-2021: Historic Maximum Building Size Application Fees & Escrow (Adoption).....134
- 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.



Agenda Item Executive Summary

Title: Approval of Warrant List Dated February 26 - March 11, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 03/16/2021

Consent: YES NO

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

Item History:

None.

Executive Summary:

The Warrant List dated February 26 - March 11, 2021 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated February 26 - March 11 2021.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-41-2021: Uniform Service Contract (Adoption)

Presenter: Giovanni McLean - Director of Public Works

Agenda Date: 03/16/21

Consent: YES NO

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

Item History:

The Village issued a Request for Proposal for uniform rental and laundering services for Water & Electric field and Plant personnel. Due to the nature of their work assignments, Water & Electric personnel are issued flame resistant (FR) uniforms. The initial agreement term with Aramark for the rental and laundering of FR uniforms has expired.

Executive Summary:

On January 18, 2021 the Village issued a Request for Proposal requiring the selected contractor to provide rental, laundering, pickup and delivery of Hazard Risk Category (HRC) 2 FR uniforms for personnel assigned to the Village Yards and the Electric Plant.

Three firms responded to the Village's bid request. Aramark was the lowest bidder; however, staff is unable to recommend the vendor due to past performance issues, uniform quality inconsistencies, and availability. The second lowest bidder was Cintas Corporation No. 2 at an estimated annual cost of \$13,792.72. Cintas did take exception to the language used in the Village's standard contract. With the assistance of the Village attorney, those exceptions were reviewed and found to be acceptable.

The Village has not previously utilized Cintas. Staff conducted a review of references, and based on positive reviews from other government communities, Staff recommends the rejection of bids, a wavier of bidding, and awarding the contract to Cintas.

Executive Summary (continued):

The FY2021 Budget for the Water Fund and Electric Fund contain \$18,600 for uniforms. To date, staff has expended approximately \$1,946. Funding is allocated for uniform services in the following accounts: 500.41.27-537, 500.42.30-537 and 520.62.30-537.

As the contract term is four years in length, the total expenditure exceeds the Village Manager's purchasing authority. Resolution No. R-41-2021, prepared by the Village Attorney, rejects all bids, waives the requirement of competitive bidding for the procurement of the service, and authorizes the Village President and the Village Clerk to execute and attest a contact with Cintas for uniform rental and laundry services.

Recommendation:

Consider adoption of Resolution No. R-41-2021 rejecting all bids, waving bidding requirements, and awarding a contract to Cintas Corporation No. 2. for uniform rental and laundering services.

Attachments:

- 1) Resolution No. R-41-2021
- 2) Addendum No.1
- 3) Addendum No.2
- 4) Proposal Evaluation for RFP#021-003

Attachment 1

R-41-2021

A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS, AND APPROVING A CONTRACT WITH CINTAS CORPORATION NO. 2 FOR UNIFORM RENTAL AND LAUNDRY 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 #021-003 (“*Request for Bids*”) to provide the Village uniform rental and laundering service for Water and Electric Department personnel (“*Services*”); and

WHEREAS, the Village received three bids (“*Bids*”) to provide the Services and opened the Bids on February 11, 2021; and

WHEREAS, the Village determined that the bid submitted by Cintas Corporation No. 2 (“*Contractor*”) best meets the Village’s needs; and

WHEREAS, Contractor was the second lowest bidder to perform the Services for the Village; 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 16, 2021

R-41-2021

SECTION 4: APPROVAL OF CONTRACT. The Village Council hereby approves a contract with Contractor 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 16th day of March, 2021, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000 Fax: (847) 446-1139
General Email: avasquez@winnetka.org

REQUEST FOR BIDS:	#021-003	BID ISSUE DATE: 01/18/2021
BID DESCRIPTION:	UNIFORM RENTAL AND LAUNDRY SERVICES	
BID OPENING DATE:	02/11/21	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 IN THE BID DOCUMENT. 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 and name 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	Cintas Corporation No. 2
BID CONTACT PERSON	Chris Sherman
TELEPHONE NUMBER	419.261.2138

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED
PLEASE NOTE: Our bid documents have changed; please review carefully.

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #021-003

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: *Uniform Rental and Laundry Services*

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **10:00 AM** (local time), **Thursday, February 11, 2021**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

the time set forth above. Contract proposals may be delivered

None.

Inspection and Examination

Each bidder shall, before submitting its contract proposal, carefully examine the Contract form attached to this Request. Each bidder also shall inspect in detail the Work Site described in the Contract form and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract; and with all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground, and other concealed conditions. The bidder whose contract proposal is accepted will be responsible for all errors in its contract proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract form or the conditions of the Work Site and the surrounding area.

Preparation of Contract Proposals

All contract proposals for the Work shall be made only on the Contract form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract form. All contract proposals must be dated and must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Bids, contact **Anthony Vasquez, Assistant Finance Director** via email only at avasquez@winnetka.org no later than **February 5, 2021**.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before

by mail or in person. Contract proposals received after the time specified above will be returned unopened.

Opening of Contract Proposals

In an effort to maintain social distancing, the Owner will not have a bid opening inside the building. The Owner will open the bids and read them over the phone on February 11th, 2021 at 10:00 a.m. (local time). The details to participate in this call are as follows: Dial 872-240-1274 and enter the Conference ID 222 364 714#.

Withdrawal of Contract Proposals

No contract proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Contract Proposals

Contract proposals that are not submitted on the Contract form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Contract Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner may accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

On acceptance of the successful Bidder's contract proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance, shall become the Contract for the Work.

DATED: January 18, 2021

Village of Winnetka

By: Anthony Vasquez

Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #021-003

CONTRACT FOR

Uniform Rental and Laundry Services

Full Name of Bidder Cintas Corporation No. 2 ("Bidder")
Principal Office Address 6800 Cintas Blvd. Cincinnati, OH 45262
Local Office Address 1025 National Parkway, Schaumburg, IL 60173
Contact Person Chris Sherman Telephone Number 419.261.2138

TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, IL 60093
Attention: Assistant Finance Director

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. _____ [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, 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 specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Uniform Rental and Laundry Services**.
2. Permits. 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 insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, 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.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided,

performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachments A)**. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in 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 shall be 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.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall 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 below.

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement,

the Village will not pay more than the line item prices as outlined in Attachment A.

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

Invoice to Village upon Work completion. Payment upon acceptance by Village.

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date").

4. Financial Assurance

A. Bonds. None.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be

maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$5,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **five** years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance 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, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; 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; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. All work activities shall comply with the Prevailing Wage Act.

D. 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 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 (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. Bidder is not 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 Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. 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 set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract 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 shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall 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; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; 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 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 shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, 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; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be 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 shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or

Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Dated: February 10, _____, 2021.

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

Bidder's Name:

Cintas Corporation No.2

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

[Redacted Signature]



Printed Name: Lucas Healy

Title/Position: Uniform Sales Representative

Bidder's Business Address: 6800 Cintas Blvd. Cincinnati, OH 45262

Bidder's Business Telephone: 419.261.2138

Facsimile: na

If a corporation or partnership, list all officers or partners:

CHAIRMAN EMERITUS

Richard T. Farmer
Chairman Emeritus and Founder of Cintas Corporation

SENIOR MANAGEMENT

Michael L. Thompson
Executive Vice President and Chief Administration Officer

Todd M. Schneider
Executive Vice President and Chief Operating Officer

J. Michael Hansen
Executive Vice President and Chief Financial Officer

Scott D. Farmer
Chairman and Chief Executive Officer

DIRECTORS

Ronald W. Tysoe
Director

Joseph Scaminace
Director

Scott D. Farmer
Chairman and Chief Executive Officer

Robert E. Coletti
Director

Karen L. Carnahan
Director

Melanie W. Barstad
Director

John F. Barrett
Director

Gerald S. Adolph
Director

ATTACHMENT A: SPECIFICATIONS

INTRODUCTION

The Village of Winnetka Water & Electric Department is seeking proposals from experienced Contractors to provide a Uniform Rental Program. The Water and Electric personnel daily tasks which are within proximity of energized equipment. To ensure compliance of the personal protective equipment, uniforms must be flame resistant (FR) clothing.

The Village reserves the right to reject any, and all proposals.

BACKGROUND (PROJECT DESCRIPTION AND SCOPE OF WORK)

It is the intent of the Village to select a Contractor to provide rental, laundering, pickup and delivery of uniforms for the Water & Electric Department. The Contractor will be required to upgrade uniforms as needed at no cost to the Village. Contractor will furnish all materials, labor services and special skills required to provide this service as described in these specifications. The department consists of twenty-five (25) employees.

Department	Number of Staff	Uniform Per Employee	
		Number of FR Shirt	Number of FR Pants/Jeans
W&E Distribution	14	11	11
Electric Plant	11	13	13

To ensure the Village is compliant with the personal protective equipment (PPE) requirements, uniforms must be Category 2 Flame Resistant (FR) clothing.

Employees currently utilize the below garments to meet the PPE requirement,

- Flame Resistant work pants or jeans.
- Flame Resistant uniform shirt.

1. SERVICES

The selected vendor will provide the following services:

W&E Distribution					
Uniforms	AR/FR Protection	Color	Number of Staff	Number per Employee	Total Amount
FR Midweight FR Dress Uniform Shirt	Cat 2	Light Blue	14	11	154
FR Midweight Work Pant or FR Heavyweight FR Jeans	Cat 2	Navy or Denim	14	11	154

Electric Plant					
Uniforms	AR/FR Protection	Color	Number of Staff	Number per Employee	Total Amount
FR Midweight FR Dress Uniform Shirt	Cat 2	Light Blue	11	13	143
FR Midweight Work Pant or FR Heavyweight FR Jeans	Cat 2	Navy or Denim	11	13	143

- a) Employees may select the configuration of each uniform set,
 - a. Work pants and work shirt.
 - b. Work jeans and work shirt.
 - c. Combination of work pants/work jeans and work shirt.
- b) Each employee shall be able to make one uniform size change each year.
- c) Employees may be added or deleted during the term of this contract with no penalty. In the event an employee is removed from service for long-term illness or disability, uniform services and related charges will be suspended until such a time that the employee returns to work. Director of Water & Electric Department or his designate will notify successful Contractor of these changes in uniform services.
- d) The Contractor shall maintain sufficient stock to provide new complete uniform sets within fourteen (14) working days for newly hired employees.

2. UNIFORM SPECIFICATIONS

- a) The selected vendor will provide uniforms with the following specifications:
- b) All uniforms supplied for the life of the uniform rental and laundry services contract are to be Flame-Resistant (FR) Category 2 (HRC-2)
- c) Contractors are required to provide samples of all uniform items and miscellaneous items with bid submittal. All samples will be returned to the bidder upon completion of the selection process.
- d) Work Shirts Specification
 - a. Long-sleeved
 - b. Minimum Arc Thermal Performance Value (ATPV) of 8.6 calories/cm².
 - c. Should be provided in regular, tall or extra-large sizes depending upon each individual employee's size requirements.
 - d. Color shall be light blue.
 - e. Village preference to have at least one chest pocket (with button flap closure)
- e) Work Pants Specification
 - a. Midweight
 - b. Minimum Arc Thermal Performance Value (ATPV) of 10.6 calories/cm².
 - c. Should be permanent press and with minimum of 9.0 ounces per square yard of material.
 - d. Color shall be navy.
- f) Work jeans Specification
 - a. Heavyweight
 - b. Minimum Arc Thermal Performance Value (ATPV) of 20.7 calories/cm².
 - c. Should be permanent press and minimum of 14.75 ounces per square yard of material. Jeans are to be provided as relax fit, loose fit or straight leg, depending upon each individual employee's preference.
 - d. Color shall be denim blue.
- g) The Village's preferred manufacturer is Bulwark or Carhartt, as listed below,
 - Bulwark FR 9oz Work Pants
 - Bulwark FR 7oz Dress uniform shirt with chest pockets
 - Bulwark FR 14.75oz Denim Jean
 - Carhartt FR 9oz Work Pants
 - Carhartt FR 7oz Twill Shirt with chest pockets
 - Carhartt FR 14.75oz Utility Denim Jean

3. UNIFORM PICK-UP AND DELIVERY

- a) Contractor shall provide and maintain collections bins for employees to deposit soiled garments.
- b) There shall be a one-week turnover on laundry services.
- c) Employees shall always have clean garments.
- d) Pick-up and delivery of uniforms shall be supplied to;
 - Village Yard located at 1390 Willow Road, Winnetka, IL 60093
 - Electric Plant located at 725 Tower Road, Winnetka, IL 60093
- e) Pick-up and deliveries must be made once per week.
- f) Holidays, when a holiday falls on a Monday or Tuesday delivery shall be made the day after. When a holiday falls on Wednesday or later, delivery shall be made the day before.
- g) Each set of employee uniforms is to be delivered on hangers and placed on the rack outside the locker room.
- h) Each garment is to be appropriately identified to ensure that the garments are returned to their respective employee after each cleaning.
- i) Each employee's uniforms should be grouped or tied together.
- j) Contractor shall coordinate with and provide a designated municipal representative a quantity breakdown of all items picked up for service and dropped off prior to departure.

4. CONTRACT PERIOD

- a) The Contract shall commence on April 1, 2021 and remain in effect for a four (4) year period through March 31, 2025, with an optional two (2) year extension administered in a single year agreement.
- b) All quoted prices shall be firm fixed prices for the entire contract period.
- c) Village shall have sole discretion in deciding which contract period is awarded.

5. REPAIR, REPLACEMENT, AND CLEANING

- a) At initiation of contract, all uniforms are to be supplied new and unused.
- b) Contractor shall have a process to identify, separate and repair damage garments.
- c) Garments must be free of holes, rips and/or tears.
- d) Garment repairs must be completed within a week of identification, or a temporary replacement uniform placed in rotation to ensure staff has sufficient uniforms.
- e) All uniforms must be washed in accordance with the manufacturer's requirements.
- f) All uniforms must be laundered using detergents or cleaners that leave the garment odor free. In accordance with modern standard practices, any garment deemed to be unsatisfactorily cleaned will be reworked at no additional charge to the Village.
- g) All uniforms must be neatly pressed or finished within acceptable standards and the best practices of the industry and be delivered one set per hanger.
- h) Garment significantly faded or worn shall be replaced by the expense of the Contractor during the time of the service contract.
- i) Garment older than two (2) years in service shall be replaced.
- j) The Contractor will replace garments at intervals recommended by the original clothing manufacturer at no additional cost to the Village.
- k) Garments replaced due to deteriorated become property of the Village and must be turned over prior to payment for replacement.

6. MEASUREMENT OF INDIVIDUALS

- a) Contractor shall be responsible for individual measurements and resultant fit of the uniforms.
- b) Contractor shall provide uniforms for all employees regardless of size or special fitting requirements.
- c) Contractor shall provide new uniforms at no extra cost when the garment has reached the end of its life span.
- d) Contractor shall work with Village to coordinate dates and times for measurements.

7. BILLING AND CREDITS

- a) A count will be provided weekly for all soiled garments picked up and for all cleaned garments delivered.
- b) The Village shall only be billed for services rendered.
- c) Invoices to be provided monthly and shall highlight the total cumulative fiscal costs to date.
- d) Vacation Credit: Prior to the beginning of the contract, the Village and successful vendor will meet to agree upon a vacation billing credit for uniforms based upon the following formula:
- e) The Village will calculate the average number of weeks of vacation per year, per employee. This figure will be multiplied by the uniform request for proposal contract price shown on the Pricing Response Summary, divided by 52 weeks and that quotient subtracted from the original request for proposal price. This revised uniform price shall be the billed figure for which the Village will pay per week per employee. As a result, there shall be no requirement for notification to the vendor of employees' vacation schedules.
- f) Other Leave Credit: If an employee will be on leave, other than vacation, for a period of two weeks or more, the Village will be credited a 100% rate allowance, beginning the fourth week, for that employee until his/her return to work.

8. MISCELLANEOUS UNIFORM PROVISIONS

- a) The Village will not allow miscellaneous charges to the quoted weekly uniform price, including but not limited to:
 - Route bag charges
 - Make-up charges
 - Name emblems
 - Shipping and handling charges
 - Fuel adjustment
- b) The Contractor will guarantee that, during the term of the contract, all new employee garments and replacement garments for existing employees will be delivered within 14 calendar days of order.

9. MISCELLANEOUS REQUIREMENTS

- a) Monthly billing format shall include service location, name of employees, type of uniforms, number of uniforms assigned, and unit cost of uniform.
- b) Provide samples of all uniform items and miscellaneous items with bid submittal. All samples will be returned to the bidder upon completion of the selection process.
- c) The vendor shall have 30 days from notification of award to complete fittings and furnish all employees with new uniforms for the initial set up. An authorized official representative for the **vendor shall visit the Municipal Yards Facility and Electric Plant to gain a precise uniform measurement for each individual employee.** The selected vendor shall also have display, at the time of measurements, of the various uniform style options selected by the Village. The Village and the selected vendor shall arrange a set time frame for the initial set up visit. As additional personnel are hired, they shall be furnished with new uniforms of the same style as those uniforms in service.

10. TERMINATION

If the Contractor's services do not meet said standards or if Contractor is deficient in fulfilling any of its other obligations hereunder, the Village shall give written notice by Certified Mail, return receipt requested, to Contractor describing all deficiencies therein. The Contractor shall initiate corrective action with 30 days. Should such deficiencies not be corrected by Contractor with 14 days following receipt of said notice, the Village may terminate this Agreement upon 30 days written notice by Certified Mail, return receipt requested.

11. SELECTION PROCESS

The Village will select a vendor or vendors using a Quality Based Selection (QBS) process. Critical factors in that selection will include responsiveness of the proposal to this RFB, relevant experience and client references. The Village reserves the right to reject any or all proposals and to request written clarification of proposals and supporting materials. Interviews may be conducted with one or more responsible entities that have submitted proposals in order to clarify certain elements, if such information cannot be satisfactorily obtained over the telephone or via e-mail.

Questions about these specifications should be directed to:

Anthony Vasquez
Assistant Finance Director
Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
(847)716-3504
avasquez@winnetka.org

12. PRICING SUBMITTAL

COST OF RENTAL AND LAUNDRY			
Manufacturer	Description	Model/Style	Cost/Unit (\$)
Bulwark/Carhartt – Carhartt/Cintas Manufactured	Village preferred 9oz Midweight Work Pant – Carhartt FR Pant – 9 oz.	371 Carhartt FR Pant – pg. 33 of Uniform Rental Look Book	\$0.385
Bulwark/Carhartt Carhartt/Cintas Manufactured	Village Preferred FR 14.75oz Heavyweight Jeans – Carhartt FR Jean – 14.25 oz.	280 Carhartt FR Jean – pg. 32 of Uniform Rental Look Book	\$0.504
Bulwark/Carhartt Carhartt/Cintas Manufactured	Village Preferred FR 7oz Dress/Work Uniform Shirt – Carhartt FR Shirt – 6.5oz	294 Carhartt FR Shirt – pg. 31 of Uniform Rental Look Book	\$0.385
	FR Equivalent 9oz Midweight Work Pant	Not Applicable – quoting Carhartt per bid request	
	FR Equivalent 14.75oz Heavyweight Jeans	N/A	
	FR Equivalent 7oz Dress/Work Uniform Shirt	N/A	

*All items are a Cintas/Carhartt joint manufactured exclusively for Cintas Rental Customers Only. Designed for the industrial laundry process.

REPLACEMENT COST		
Manufacturer	Description	Cost/Unit (\$)
Bulwark/Carhartt – Carhartt/Cintas Manufactured	Village preferred 9oz Midweight Work Pant – 371 - Carhartt FR Pant – 9 oz.	\$44.79
Bulwark/Carhartt Carhartt/Cintas Manufactured	Village Preferred FR 14.75oz Heavyweight Jeans – 280 - Carhartt FR Jean – 14.25 oz.	\$49.88
Bulwark/Carhartt Carhartt/Cintas Manufactured	Village Preferred FR 7oz Dress/Work Uniform Shirt – 294 - Carhartt FR Shirt – 6.5oz	\$49.88
	FR Equivalent 9oz Midweight Work Pant	N/A
	FR Equivalent 14.75oz Heavyweight Jeans	N/A
	FR Equivalent 7oz Dress/Work Uniform Shirt	N/A

END OF SPECIFICATIONS AND SCOPE OF WORK

REFERENCES

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

COMPANY NAME:	Elk Grove Public Works
ADDRESS:	450 E Devon AVE
	Elk Grove Village, IL 60007
CONTACT PERSON:	Brian Southey
TELEPHONE NUMBER:	847-734-8800

COMPANY NAME:	Wheeling Public Works
ADDRESS:	77 W Hintz Rd
	Wheeling, IL 60090
CONTACT PERSON:	Chuck Spratt
TELEPHONE NUMBER:	847-279-6900

COMPANY NAME:	Palatine Public Works
ADDRESS:	148 W Illinois Ave
	Palatine, IL 60067
CONTACT PERSON:	Jeff Malinowski
TELEPHONE NUMBER:	847-705-5200

COMPANY NAME:	Northbrook Public Works
ADDRESS:	655 Huehl Rd
	Northbrook, IL 60062
CONTACT PERSON:	Jason Metlen
TELEPHONE NUMBER:	847-272-4711

STATE THE NUMBER OF YEARS IN BUSINESS:	92
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	150 at Schaumburg, 45,000 globally

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of _____, 20__.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF WINNETKA

Signature: _____

Printed name: _____

Title: _____

Proposed Legal Revisions

QA 2/10/21

6. Quality. Provide, perform, and complete ~~all of~~ the foregoing in a proper and workmanlike manner, consistent with highest standards of professional ~~and construction practices in the textile rental industry~~, 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.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any reasonable excess cost incurred thereby, or, if not cured within a reasonable period of time, cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured on the general liability policy. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage

Workers' Compensation and Employer's

Liability Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury;
\$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois ~~and provide a waiver of subrogation in favor of~~ Owner.

Attachment 2



JANUARY 27TH, 2020

**ADDENDUM NO. 1
REQUEST FOR BIDS
UNIFORM RENTAL AND LAUNDRY SERVICES
RFB #021-003
VILLAGE OF WINNETKA**

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

1. I see the Village preferred work wear for FR is Bulwark/Carhartt. Will the Village accept other brands?

The Village will accept FR uniforms that meets or exceeds our FR specification requirement.

2. Are we allowed to give you pricing for at least two offerings?

The Vendor can submit more than one offering.

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

Anthony Vasquez
Assistant Finance Director

510 Green Bay Road, Winnetka, Illinois 60093

Attachment 3



February 8th, 2021

**ADDENDUM NO. 2
REQUEST FOR BIDS
UNIFORM RENTAL AND LAUNDRY SERVICES
RFP #021-013
VILLAGE OF WINNETKA**

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

1. Does the Prevailing Wage Act apply to services in this contract?

A bidder asked if the uniform rental and laundry services put out for bid by the Village (“Services”) is subject to the requirements of the Prevailing Wage Act. No, the Services are not subject to the Prevailing Wage Act.

The Prevailing Wage Act requires the payment of prevailing wages only for “public works,” which the Prevailing Wage Act defines as “all fixed works constructed or demolished by any public body, or paid for wholly or in part out of public funds.” 820 ILCS 130/2. The Services are not the construction or demolition of a fixed work.

If you have any questions regarding Addendum #2, please contact me at (847)716-3504.

Anthony Vasquez
Assistant Finance Director

510 Green Bay Road, Winnetka, Illinois 60093

Attachment 4

ATTACHMENT 3 - PROPOSAL EVALUATION FOR RFP#021-003				
PROPOSAL COST COMPARISON				
		CINTAS	ARAMARK	LECHNER
	<i>Weekly Cost Estimate</i>	\$ 264.03	\$ 255.42	\$ 308.88
	<i>Annual Cost Estimate</i>	\$ 13,729.72	\$ 13,281.84	\$ 16,061.76

UNIT COST OF RENTAL AND LAUNDRY				
Manufacturer	Description	CINTAS	ARAMARK	LECHNER
Bulwark/Carhartt	Village preferred 9oz Work Pants	\$ 0.39		
Bulwark/Carhartt	Village Preferred FR 14.75oz Utility Denim Dungaree Jean	\$ 0.50		
Bulwark/Carhartt	Village Preferred FR 7oz Dress Uniform Shirt with Two Chest Pockets	\$ 0.39		\$ 0.58
	FR Equivalent 9oz Work Pants		\$ 0.41	\$ 0.43
	FR Equivalent 14.75oz Utility Denim Dungaree Jean		\$ 0.46	\$ 0.63
	FR Equivalent 7oz Twill Work Shirt with Two Chest Pockets		\$ 0.40	\$ 0.41

REPLACEMENT COST				
Manufacturer	Description	CINTAS	ARAMARK	LECHNER
Bulwark/Carhartt	Village preferred 9oz Work Pants	\$ 44.79		
Bulwark/Carhartt	Village Preferred FR 14.75oz Utility Denim Dungaree Jean	\$ 49.88		
Bulwark/Carhartt	Village Preferred FR 7oz Dress Uniform Shirt with Two Chest Pockets	\$ 49.88		\$ 72.00
	FR Equivalent 9oz Work Pants		\$ 57.00	\$ 48.00
	FR Equivalent 14.75oz Utility Denim Dungaree Jean		\$ 55.00	
	FR Equivalent 7oz Twill Work Shirt with Two Chest Pockets		\$ 48.00	\$ 48.00



Agenda Item Executive Summary

Title: Resolution No R-42-2021: Maintenance of Water Plant Raw Water Intake (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 03/16/21

Consent: YES NO

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

Item History:

The Water Plant intake is 20 inches in diameter and extends 3,000 feet along the bottom of the lake. Sand and stone are used to protect the pipe and keep it in place. Over time, material can be displaced by wave action. Periodic dive inspections are performed to monitor the intake's condition. During the 2020 inspection of the intake, the contractor identified locations of exposed pipe that are not covered by sand or stone which require the placement of additional stone to protect the pipe. The 2021 Water Fund Budget anticipated an expenditure of work on the raw water work. Similar work was last performed in 2019.

Executive Summary:

Bid #021-007 was issued for the required maintenance work on the the Water Plant's raw water intake. Three bids were received; the bid from Northern Divers USA in the amount of \$178,100 was the lowest responsible bid.

The 2020 dive inspection identified sections of exposed pipe that are not covered by sand or stone. The inspection report estimated that approximately 500 tons of stone would be required to protect the pipe. Three companies submitted bids for the required intake maintenance, intake screen cleaning, and video report. The bid results are summarized as follows:

- Northern Divers USA, Inc. : \$178,100.00
- Water Works Docks & Boat Lifts: \$299,000.00
- Kovilic Construction Company, Inc.: \$390,000.00

The Village has previously used Northern Divers USA for work at the Water Plant. In 2015, 2017, and 2019, Northern Divers performed similar raw water intake maintenance work. The scope of work includes placing stone at locations where the raw water pipe was identified as being exposed during an earlier 2020 dive inspection, and cleaning the intake screen. At the conclusion of the work, the contractor will video the intake's condition. Northern Divers has also successfully completed other projects at the Water Plant, including replacement of a valve in the wet well and underwater cleaning of the low lift pump wet wells.

Staff is requesting approval to proceed with a contract award in the amount of \$192,065. The additional \$13,965 above the bid amount is requested as contingency for additional stone work if needed. The bid document required contractors to quote a unit price for additional stone.

Executive Summary (continued):

Northern Divers USA, Inc. quoted \$339/ton for additional stone beyond the amount specified in the bid. This amount would permit staff to address additional sections of exposed pipe while the contractor is mobilized if conditions have changed from the inspection.

The FY2021 Budget for the Water Fund contains \$150,000 (accounts: 520.61.40-567 & 520.61.40-620) for the dive inspection, intake cleaning and maintenance work. The low bid exceeds the budgeted cost of the maintenance work. Staff is recommending that the full scope of work be completed and not scaled back due to budgetary considerations. The additional cost (with requested contingency) of \$42,065 above the budgeted amount will be offset by the favorable bid result received for the Water Plant Roof Replacement project. The roof project was budgeted at \$150,000 (account #: 520.61.40-615). On January 5, 2021, the Village Council adopted Resolution No. R-5-2021 awarding the roof replacement contract in the amount of \$63,941. As such, the additional cost is not anticipated to have a significant impact on the 2021 budget.

Resolution No. R-42-2021 authorizes an agreement with Northern Divers USA for maintenance of the Water Plant's raw water intake.

Recommendation:

Consider adoption of Resolution No. R-42-21, A Resolution Approving An Agreement With Northern Divers USA Inc. for Maintenance of the Water Plant's Raw Water Intake.

Attachments:

- 1) Resolution No. R-42-21
- 2) Bid Tabulation

Attachment 1

R-42-2021

**A RESOLUTION APPROVING AN AGREEMENT WITH
NORTHERN DIVERS USA, INC. FOR MAINTENANCE OF
THE WATER PLANT'S RAW WATER INTAKE**

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

WHEREAS, the Village has appropriated funds for the maintenance of the Village Water Plant's raw water intake ("**Work**"); and

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

WHEREAS, the Village received three bids for the procurement of the Work and opened the bids on March 3, 2021; and

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

WHEREAS, the Village Council desires to enter into a contract with Contractor for the performance of the Work ("**Contract**") for a price not to exceed \$192,065.00, which price includes \$13,965.00 in contingency funds in the event that the Village determines that additional stone work is needed while the Work is being performed; and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final 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 Agreement will, at the option of the Village Council, be null and void.

March 16, 2021

R-42-2021

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

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

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

VILLAGE OF WINNETKA
CONTRACT FOR THE
RAW WATER INTAKE MAINTENANCE

Contract Number: [RFB #021-007]

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 March 8, 2021, (the “Effective Date”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such 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 C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

1.5 Conditions at the Work Site; Record 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 Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work

under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

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

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

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

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of 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: Village Manager

with a copy to:
Elrod Friedman, LLP
325 North LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

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

[name of successful bidder]
[address of successful bidder]

with a copy to:
Northern Divers USA, inc.
10404 Fox Bluff Ln
Spring Grove, IL 60081

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: Northern Divers USA, inc

Name: 

Title: President

Attest:

By: Northern Divers USA, inc

Name: 

Title: Vice President

STATE OF ILLINOIS)
)
COUNTY OF McHENRY) 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: MARCH 8, 2021.

[name of contractor]

By: 

Name: FRANK PROSOLONE

Title: President

Attest:

By: Northern Divers USA, Inc

Name: 

Title: Vice President

Subscribed and Sworn to before me on MARCH 8, 2021.

My Commission expires: 2/21/25



Notary Public

(SEAL)



**VILLAGE OF WINNETKA
CONTRACT FOR THE
RAW WATER INTAKE MAINTENANCE**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to perform annual maintenance on a twenty inch diameter by 3,000 feet raw water intake pipe in Lake Michigan.

Village has chosen to conduct annual maintenance of the raw intake pipe and cover exposed sections of the pipeline that were discovered during the 2020 dive inspection. The scope of work includes:

- Installation of 500-ton of stone on exposed sections of the pipeline.
 - 200-ton of 6" stone and 300-ton of 18" to 24" stone on exposed sections of the pipeline. The 6" is to start the cover to protect the bare pipe.
- Cleaning of the interior and exterior section of intake screening located at the end of the raw water intake. Access to interior is through existing hatch.

2. Work Site:

The Village of Winnetka raw water intake is located in Lake Michigan near 725 Tower Road, Winnetka, IL 60093.

3. Commencement Date:

30 days after execution of the Contract by Owner.

4. Completion Date:

The work shall be scheduled and performed no later than September 30, 2021. The final report and accompanying narrated video shall be submitted within five days of the completed project.

5. Insurance Coverage:

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

"X", "C", and "U" exclusions must be deleted.

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

All employees must be included as insured.

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

8. Contract Price:

SCHEDULE OF PRICES

A. Unit Price Contract

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

COST BREAKDOWN		
Item 1.	Clean interior and exterior of the intake screen structure	\$ 8600.00
Item 2.	Video of exposed section after cleaning and stone placement	\$ INC
Item 3.	Installation of 18" - 24" stone on exposed sections, (estimate: 300 tons).	\$ 339 per ton
Item 4.	Installation of 6" stone on exposed sections, (estimate: 200 tons).	\$ 339 per ton
Item 5.	Unit cost for additional 6" stone (cost \$/ton)	\$ 339 per ton
Item 6.	Unit cost for additional 18" - 24" stone (cost \$/ton)	\$ 339 per ton
	Note: All items in cost breakdown are inclusive of labor, material, equipment and the final written report/video to verify the project has been completed.	
TOTAL COST FOR ITEMS 1-4:		178,100.00

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

9. Progress Payments:

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

B. Value of Work. The Value of the Work will be determined as follows:

- (1) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

10. Per Diem Administrative Charge:

\$250.00 per day

11. Standard Specifications:

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

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

The Contract also includes Owner's Village Code and Building Codes.

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

**VILLAGE OF WINNETKA
CONTRACT FOR THE RAW WATER INTAKE MAINTENANCE**

ATTACHMENT B

SPECIFICATIONS

1. REQUIRED DELIVERABLES:

- a. Placement of stone on exposed section of intake and evaluation of any sections that are not addressed;
 - i. All work will be performed while the intake remains in service.
 - ii. If needed, Contractor shall provide adequate lighting to thoroughly document all surfaces with video under all conditions of water and surfaces.
 - iii. Contractor shall review, evaluate and provide a written report of any additional exposed sections of pipeline.
- b. Contractor shall place an estimated 500 tons (200 tons of 6" stone & 300 tons of 18"-24" stone) of stone on the exposed pipeline sections;
 - Installation of 6" stone shall be initially applied to exposed sections followed by the larger size stone.
 - The diver shall ensure proper placement of stone.
 - When complete, stone should be five (5) to six (6) feet along each side of the pipe with two (2) to three (3) feet of cover over the pipe.
- c. Cleaning of the interior and exterior sections of the intake screen located at the end of the water intake. Access to interior area is through existing hatch.
- d. At the conclusion of the project a written report and video shall be provided to owner to confirm the exposed sections identified have been covered.

2. VILLAGE RESPONSIBILITIES:

- a. Shall provide the GPS location of the intake and the coordinates of the exposed sections to the successful bidder.
- b. A copy of the 2020 intake inspection video shall be available for successful bidder.

3. HEALTH AND SAFETY REQUIREMENTS:

- a. Contractor shall comply with all applicable federal, state, and local requirements for protecting the safety of the Contractor's employees, institution staff, and the environment. In particular, all applicable OSHA standards shall be followed when working in accordance with this contract.
- b. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment may include but not limited to; appropriate OSHA climbing and personal fall protection

4. CONTRACTOR QUALIFICATIONS:

- a. Contractor's firm must be an established company with a minimum of five (5) years' experience and completely familiar with the specific requirements and methods needed for proper performance of this Contract.
- b. Provide examples of similar projects bid over the past five (5) years.
- c. Contractor's technical staff assigned to this Contract must have a minimum of (5) years experience to perform any service under this contract.

5. SERVICE WORK:

- a. Service shall be performed in a professional manner in accordance with industry standard best practices.
- b. Contractor shall furnish all labor, materials, equipment, insurance, training and certifications to complete the proposed work.
- c. The Purchaser reserves the right to require the Contractor to repair all contractor caused damages or provide full compensation as determined by the Village.
- d. Contractor to provide for and follow all safety and security requirements.
- e. Contractor will provide for safety barriers, signage, fencing, and security specific to their portion of work as necessary for the completion of the job.

6. DIVERS AND DIVING OPERATIONS

- a. All diving operations shall be conducted by certified commercial divers who have graduated from an ACDE approved Commercial Diving Course or equal. Alternatively, divers who have completed specialized military training i.e., Navy 1st or 2nd Class Dive Courses or Master Dive School shall also qualify.
- b. The dive team shall consist of no less than a three-person team (Diver, Tender & Dive Supervisor), two of whom shall be certified commercial divers. All team members shall have a current CPR & First Aid Card, 02 Administrator Card, and a complete diver physical within the past 24 months.
- c. Dive Contractor shall have available for examination, the following documentation: Copy of Standards and Procedures Manual, Safe Practices Manual, Diver Logbooks, and the latest Air Testing Reports. Contractor to provide certificates of training for all personnel conducting diving operations.
- d. All diving operations shall be conducted with grade diving equipment.

Attachment 2

EXHIBIT 1

BID TABULATION

REQUEST FOR BID: #021-007 RAW WATER INTAKE MAINTENANCE

Item	Description	Northern Divers USA, Inc.	Water Works Docks & Boat Lifts	Kovilic Construction Co., Inc.
Item 1.	Clean interior and exterior of the intake screen	\$8,600.00	\$11,000	\$30,000
Item 2.	Video after intake cleaning and stone placement	Included.	\$17,000	\$10,000
Item 3.	Installation of 18"-24" stone on exposed sections (estimate 300 tons)	\$339 per ton Extended Price: \$101,700	\$550 per ton Extended Price: \$165,000	\$720 per ton Extended Price: \$216,000
Item 4.	Installation of 6" stone on exposed sections (estimate 200 tons)	\$339 per ton Extended Price: \$67,800	\$530 per ton Extended Price: \$106,000	\$670 per ton Extended Price: \$134,000
	TOTAL EXTENDED COST FOR ITEMS 1-4:	\$178,100.00	\$299,000.00	\$390,000.00
Item 5.	Unit cost for additional 6" stone (cost \$/ton)	\$339 / ton	\$533 / ton	\$300 / ton
Item 6.	Unit cost for additional 18"-24" stone (cost \$/ton)	\$339 / ton	\$550 / ton	\$300 / ton



Agenda Item Executive Summary

Title: Resolution No. R-43-2021: Allowing Outdoor Dining and Service of Liquor During COVID-19 Emergency (Adoption)

Presenter: Peter Friedman, Village Attorney

Agenda Date: 03/16/2021

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

Consent: YES NO

Item History:

7/21/2020 - Village Council passed Resolution No. R-48-2020 allowing outdoor dining and service of liquor during COVID-19 emergency, with an automatic expiration date of December 31, 2020.

Executive Summary:

Resolution No. R-48-2020, adopted on 7/21/2020, provided food and beverage establishments flexibility during the COVID-19 emergency. The resolution allowed food and beverage establishments that (i) are permitted to provide outdoor dining and (ii) possess a on-premises liquor license, to continue to serve liquor in the outdoor service areas. The resolution required that food and beverage establishments comply with all rules and regulations that otherwise apply to the sale of liquor, including that the Food and Beverage Service Establishment must possess a dram shop insurance policy that provides coverage for outdoor service. The authorization in the Resolution automatically expired on December 31, 2020.

The COVID-19 emergency has continued to 2021, necessitating a new resolution that would permit food and beverage establishments to provide outdoor dining and serve liquor in the outdoor service areas. Resolution No. R-43-2021 contains essentially the same provisions as the previous Resolution, with a new automatic expiration date of December 31, 2021.

Recommendation:

Consider adoption of Resolution No. R-43-2021 which would allow for the approval of additional outdoor dining and the service of liquor in outdoor dining areas during the COVID-19 emergency.

Attachments:

Resolution No. R-43-2021

**RESOLUTION ALLOWING OUTDOOR
SERVICE OF LIQUOR DURING THE COVID-19 EMERGENCY**

WHEREAS, on March 9, 2020, the Governor of the State of Illinois (“*Governor*”) declared a State of Emergency related to the COVID-19 pandemic, which declaration the Governor has repeatedly renewed; and

WHEREAS, due to the COVID-19 emergency, businesses within the State that offer food or beverages for on-premises consumption – including restaurants and similar business establishments (“*Food and Beverage Service Establishments*”) – have been restricted from fully providing on-premises service of food and beverages, which regulations are expected to remain in place for several more months; and

WHEREAS, of the many businesses within the Village that have been significantly and adversely affected by the ongoing COVID-19 pandemic, Food and Beverage Service Establishments have been particularly hard-hit by the pandemic regulations; and

WHEREAS, Food and Beverage Service Establishments are crucial parts of the social and economic fabric of the Village and have worked diligently and creatively since start of the pandemic to continue their operations and provide carry-out and delivery service to residents of the Village and neighboring communities; and

WHEREAS, on March 16, 2021, the Village Council approved several outdoor dining permits to allow many of the Village’s Food and Beverage Establishments to use various public rights-of-way for outdoor dining; and

WHEREAS, to provide Food and Beverage Service Establishments flexibility during the remainder of the COVID-19 pandemic, the Village Council desires to provide permission for certain Food and Beverage Service Establishments to serve liquor in outdoor dining areas; and

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

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

SECTION 2: AUTHORIZATION TO ALLOW OUTDOOR SERVICE OF LIQUOR. In the event that a Food and Beverage Service Establishment is (i) permitted to provide outdoor dining and (ii) possesses a Village liquor license for on-premises consumption, the Food and Beverage Service Establishment is hereby permitted to serve liquor for consumption in the outdoor service area in which it is allowed to provide outdoor dining pursuant to the same rules and regulations that otherwise apply to the sale of liquor by that Food and Beverage Service Establishment, including, without limitation, that the Food and Beverage Service Establishment possesses and maintains a dram shop insurance policy that provides coverage for outdoor service in the area designated for outdoor dining.

SECTION 3: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage, approval, and publication in the manner provided by law; provided that the authorizations contained in this Resolution shall automatically terminate and no longer be of any force and effect at 11:59 p.m. on December 31, 2021, unless extended by the Village Council by a resolution or ordinance duly adopted.

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

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

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

Title: Outdoor Seating Permits

Presenter: Rob Bahan, Village Manager

Agenda Date: 03/16/2021

Consent: YES NO

Ordinance
 Resolution
 Bid Authorization/Award
 Policy Direction
 Informational Only

Item History:

Annual outdoor seating permit approval, as required for commercial use of Village sidewalks (Village Code Section 12.04.070).

Executive Summary:

The Village Code requires Village Council permission for businesses to operate on public sidewalks. Fourteen Winnetka businesses have applied for outdoor seating permits. The applicants submitted proposed layout sketches and certificates of insurance showing at least \$2,000,000 general aggregate liability, naming the Village as an additional insured.

The Village's insurance broker is in the process of reviewing and approving the insurance certificates, and Public Works Director Giovanni McLean will inspect the requested table layouts and work with the applicants to assure appropriate passage of pedestrians.

Recommendation:

Consider approval of the 2021 Outdoor Seating Permit applications, pending final insurance certificate and table layout approval by the Village.

Attachments:

List of 2021 Outdoor Seating Applicants

Name	Business Address	Contact	Email	Sidewalk/ On-Street Parking/ Street	Outdoor Seating Location	Frontage in Ft.	2021 Requested Approved Tables/Chairs
501 Local	501 Chestnut Street	Mark Salmon, Susan Deloach	mark.salmon@501local.com	Sidewalk	in front of entrance		8/32
The Book Stall	811 Elm St	Stephanie Hochschild, Mike Wysock	Stephanie@thebookstall.com, Mike@thebookstall.com	Sidewalk	east of entrance		2/2
Chestnut Street Flowers	547 Chestnut St	Allison Cassato	allisoncassato@icloud.com	Sidewalk	In front of business		1/2
Good Grapes	821 Chestnut Ct	Theresa Lucas	theresa@goodgrapes.com	Sidewalk, Street	on sidewalk in front of business on Chestnut St and Chestnut Crt; north side of Chestnut Crt closed Chestnut St - Oak St / parking lot thoroughfare		16/24
Grateful Bites Pizza Shoppe	899 Green Bay Road	Matt Halak	matt@gratefulbitespizza.com	Sidewalk	In front of business		1/2
La Taquiza	566 Chestnut St	Alex Benitez, Marlene Benitez	benitezmarlene@yahoo.com, benia962@gmail.com	Sidewalk	In front of business, vacant storefront to the north		4/8
Noah's Ark	831 Elm St	Angie DeMars	noahsark7148@sbcglobal.net	Sidewalk	In front of business		1/2
Once Upon A Bagel	1050 Gage St	Steve Geffen	sbgeffen@yahoo.com	Sidewalk	In front of business		5/16
Green Bay Café	568 Green Bay Rd	Carla Cisneros	carla1304@comcast.net	Sidewalk	In front of restaurant & small portions of Fred's Garage frontage & Henry Cisneros frontage		4/12
Soupicurean	566 Chestnut St	Mary Jo Vlahos	mj_vlahos@yahoo.com	Sidewalk	In front of restaurant & adjacent vacant spaces		4/12
Spirit Elephant	924 Green Bay Rd	CD Young	cyoung@wildthingrestaurants.com	Sidewalk	In front of restaurant & one table in front of Alexandra Kaehler Design		5/14
Stacked and Folded	551 Lincoln Ave	Josh Keating	joshua.keating@gmail.com, josh@stackedandfolded.com	Sidewalk	In front of business		6/18
Starbucks	566 Chestnut St.	Brittney	US1837144@starbucks.com	Sidewalk	In front of business on Spruce St and Chestnut St		5/17
Tocco	507 Chestnut St	Bruno Abate, Maria	brunoabate54@yahoo.com	Sidewalk / Street	on sidewalk in front of business on Chestnut St and Chestnut Crt; south side of Chestnut Crt closed Chestnut St - Oak St / parking lot thoroughfare		46/182
Towne and Oak	921-23 Green Bay Rd	Elaine Vasquez	elaina@boutiquebites.com	Sidewalk	In front of business		7/28
True Juice	542 Chestnut St	Whitney Fitzgerald	truejuicewinnetka@gmail.com	Sidewalk	In front of business		2/4



Agenda Item Executive Summary

Title: Ordinance No. M-7-2021: North Shore Barber Special Use, 1081 Gage Street (Introduction/Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 03/16/2021

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

Consent: YES NO

Item History:

None.

Executive Summary:

On March 16, the Village Council is scheduled to consider Ordinance No. M-7-2021, in response to a special use permit application submitted by North Shore Barber Shop (“Applicant”), as the prospective lessee of the property located at 1081 Gage Street, Winnetka, IL (“Subject Property”). The Applicant is proposing to expand its current location at 1083 Gage Street to include the Subject Property.

PLAN COMMISSION REVIEW

The Plan Commission (PC) considered the request on February 24, 2021. After hearing from the Applicant, the property owner's representative, and receiving two voicemail messages from one individual in support of the request, the PC briefly discussed the request and unanimously recommended approval of the special use permit.

Details of the request can be found in the attached staff report to the PC (Attachment 2). Draft minutes of the PC meeting are included as Attachment 3.

Recommendation:

Consider waiving introduction of Ordinance No. M-7-2021 and adopting the Ordinance

OR

consider only introduction of Ordinance No. M-7-2021.

Attachments:

- Attachment 1: Ordinance No. M-7-2021
- Attachment 2: February 18, 2021 PC Staff Report and Attachments
- Attachment 3: Excerpt of February 24, 2021 PC draft meeting minutes

**AN ORDINANCE
GRANTING AN AMENDMENT TO A SPECIAL USE PERMIT
TO ALLOW THE EXPANDED OPERATION OF A BARBER SHOP
WITHIN THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(1081 Gage Street)**

WHEREAS, Danuta Harrison, d/b/a North Shore Barber, ("*Applicant*"), is the lessee of the property commonly known as 1081 Gage Street, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, Chicago Land Trust Company, as Trustee under Trust Agreement dated December 7, 1979 and known as Trust No. 4020, d/b/a Parliament Enterprises, Ltd. ("*Owner*") is the record title owner of the Subject Property; and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District and the C-2 Commercial Overlay District of the Village (collectively, "*C-2 Commercial Overlay District*"); and

WHEREAS, the Applicant operates a barber shop within the premises at 1083 Gage Street, immediately adjacent to Subject Property, as authorized by the special use permit approved by the Village Council pursuant to Ordinance No. M-15-2019 ("*Special Use Permit*"); and

WHEREAS, the Applicant desires to amend the Special Use Permit to expand the operations of the barber shop into the Subject Property; and

WHEREAS, pursuant to Section 7 of Ordinance No. M-15-2019, any amendment to the Special Use Permit may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Village's Zoning Ordinance ("*Zoning Ordinance*"); and

WHEREAS, on December 15, 2020, the Applicant filed an application to amend the Special Use Permit pursuant to Section 17.44.020.B and Chapter 17.56 of the Zoning Ordinance to allow the expansion of the barber shop to include the Subject Property ("*Special Use Permit Amendment*"); and

WHEREAS, the Owner of the Subject Property has consented to the application for the Special Use Permit Amendment filed by the Applicant; and

WHEREAS, on February 24, 2021, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit Amendment and, by a vote of seven (7) in favor and none (0) opposed, recommended that the Village Council approve the Special Use Permit Amendment; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit Amendment for the expansion of the operation of the barber shop into the Subject Property satisfies the standards for the approval of special use permits within the C-2 Commercial Overlay

District set forth in Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and is in the best interest of the Village and its residents;

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

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

SECTION 2: SPECIAL USE PERMIT AMENDMENT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Amended Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule powers of the Village, to allow the expanded operation of the barber shop by the Applicant at the Subject Property within the C-2 Commercial Overlay District.

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

- A. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- B. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- C. **Compliance with Plans.** The development, use, and maintenance of the barber shop at the Subject Property must be in general accordance with the Amended Floor Plan submitted by the Applicant, consisting of one sheet, with a latest revision date of March 16, 2020, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B (“Amended Floor Plan”)**, except for minor changes and site work approved by the Director of Community Development (within the Director’s permitting authority) in accordance with all applicable Village codes, ordinances, and standards.
- D. **Continued Effect of Special Use Permit.** The Special Use Permit, as amended by this Special Use Permit Amendment, remains in full force and effect; provided, however, that in the event of any conflict between the Amended Floor Plan and the Floor Plan approved in the Special Use Permit concerning the operation of the barber shop at the Subject Property, the provisions of the Amended Floor Plan will control.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant, the Owner, and each of their heirs, representatives, successors, and assigns.

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant or the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the Special Use Permit Amendment granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the Special Use Permit Amendment granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the Special Use Permit Amendment granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7: EFFECTIVE DATE.

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

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

B. In the event that the Applicant and Owner do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 7.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this ____ day 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

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOTS 23 AND 24 IN BLOCK 3 IN LAKESIDE JARED GAGES SUBDIVISION (EXCEPTING THAT PART OF LOT 23 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF LOT 23 AND RUNNING THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT, 6.78 FEET; THENCE SOUTHERLY IN A STRAIGHT LINE 36.33 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, 35.69 FEET SOUTHEASTERLY OF THE MOST WESTERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 35.69 FEET TO THE POINT OF BEGINNING), ALSO THAT PART OF LOT 20 LYING EASTERLY OF THE EASTERLY LINE OF THE 16 FOOT ALLEY RUNNING NORTHERLY AND SOUTHERLY ACROSS THE EASTERLY PORTION OF SAID LOT 20 IN BLOCK 3 OF LAKESIDE JARED GAGES SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 17 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 8, ALL IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 20, 3.00 FEET SOUTHWESTERLY OF THE MOST SOUTHERLY CORNER OF LOT 24; THENCE NORTHWESTERLY PARALLEL WITH THE WESTERLY LINE OF LOT 24, 48.49 FEET; THENCE NORTHERLY IN A STRAIGHT LINE 16.10 FEET, TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 20, 35.69 FEET SOUTHERLY OF THE MOST WESTERLY CORNER OF LOT 23; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF LOTS 23 AND 24 TO THE MOST SOUTHERLY CORNER OF LOT 24; THENCE SOUTHWESTERLY 3.00 FEET TO THE PLACE OF BEGINNING, IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

Commonly known as 940 Green Bay Road, Winnetka, Illinois, and which includes a portion referred to as 1083 Gage Street.

PIN: 05-17-120-021-0000

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois ("*Village*");

WHEREAS, Danuta Harrison, d/b/a North Shore Barber ("*Applicant*"), operates a barber shop at 1083 Gage Street pursuant to a Special Use Permit approved by the Village Council pursuant to Ordinance M-15-2019 ("*Special Use Permit*") and desires to amend the Special Use Permit to expand the operations of the barber shop ("*Special Use Permit Amendment*") to include the adjacent property located at 1081 Gage Street in the Village ("*Subject Property*"); and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of Zoning Ordinance ("*Zoning Ordinance*"), the operation of a barber shop is not permitted within the C-2 Commercial Overlay District without a special use permit; and

WHEREAS, Chicago Land Trust Company, as Trustee under Trust Agreement dated December 7, 1979 and known as Trust No. 4020, d/b/a Parliament Enterprises, Ltd. ("*Owner*") is the record title owner of the Subject Property and consents to the operation of a barber shop by the Applicant at the Subject Property; and

WHEREAS, Ordinance No. M-7-2021, adopted by the Village Council on _____, 2021 ("*Ordinance*"), grants the Special Use Permit Amendment to the Applicant for the operation of a barber shop at the Subject Property within the C-2 Commercial Overlay District of the Village; and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant and the Owner have filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant and the Owner do hereby agree and covenant as follows:

1. The Applicant and the Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant and the Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant and the Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of a special use permit for the Subject Property or its adoption of the Ordinance,

and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant or the Owner against damage or injury of any kind and at any time.

4. The Applicant and the Owner do hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permit for the Subject Property.

5. The Applicant and the Owner hereby agree to pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: _____, 2021

ATTEST: **DANUTA HARRISON**

By: _____

By: _____

Its: _____

ATTEST: **CHICAGO LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 7, 1979 AND KNOWN AS TRUST NO. 4020**

By: _____

By: _____

Its: _____



MEMORANDUM
VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: FEBRUARY 18, 2021
SUBJECT: 1081 GAGE STREET - NORTH SHORE BARBER SHOP SPECIAL USE PERMIT (CASE NO. 21-06-SU)

INTRODUCTION

On February 24, 2021, the Plan Commission is scheduled to hold a virtual public hearing, in accordance with social distancing requirements, and Governor Pritzker’s Executive Orders and Senate Bill 2135, to consider an application submitted by North Shore Barber Shop (the “Applicant”), as the prospective lessee of the property located at 1081 Gage Street, Winnetka, IL (the “Subject Property”), **to allow a barber shop on the Subject Property**. The property is owned by the Chicago Title Land Trust Company, as Trustee under Trust Agreement dated December 7, 1979 and known as Trust Number 4020, d/b/a Parliament Enterprises, Ltd. (See Attachment A for Application Materials.)

The Applicant has filed an application seeking approval of a Special Use Permit in accordance with Chapter 17.56 [Special Uses] of the Winnetka Zoning Ordinance to permit a barber shop in the C-2 General Retail Commercial Overlay District at the Subject Property. The Applicant would be expanding its current barber shop at 1083 Gage Street to include the Subject Property.

A sign has been posted on the Subject Property and a website notice has been posted on the Village website indicating the time and date of the Plan Commission public meeting. A mailed notice has been sent to property owners within 500 feet of the Subject Property. As of the date of this memo, staff has received two voicemail messages from one individual regarding this application. The voicemails have been transcribed and are included in this report as Attachment B.

PROPERTY DESCRIPTION

The Subject Property is one of the first-floor commercial spaces located in the multi-use building at 1073-1085 Gage Street and 940-948 Green Bay Road, located at the northwest corner of Green Bay Road and Gage Street on the north side of Gage Street. The approximately 757 square foot space at 1081 Gage Street has been unoccupied since at least December 2016. The Applicant currently occupies the commercial space immediately west of the Subject Property. Other tenants in the building include *Scott Cleaner*, a dry cleaning service, which is located immediately west of the Applicant’s current location, and *Figuroa Orthodontics*, which is immediately east of the Subject Property. Figures 2 and 3 on the following page identify the Subject Property and the neighboring businesses.

The Subject Property is located within the Village’s **Commercial Overlay District**, which allows non-retail uses, including personal services, such as a barber shop, beauty salon, nail salon, etc.; however, the Zoning Ordinance requires that they be evaluated by the Plan Commission and Village Council as a special use.



Figure 1 – 1081-1083 Gage Street



Figure 2 – Neighboring Businesses (Scott Cleaner, Figueroa Orthodontics)

COMMERCIAL OVERLAY DISTRICT BACKGROUND

The Overlay District was established in 1987 out of concern about the viability of the business districts as a whole if non-retail occupancies were allowed to proliferate and occupy significant areas within retail shopping districts. At the time of adoption there was a concern about the possible proliferation of real estate offices and financial institutions.

The Village Zoning Ordinance describes the purpose of the Overlay District and its restrictions on non-retail uses as being:

“to encourage retailing of comparison shopping goods and personal services compatible with such retailing on ground floor in order to encourage a clustering of such uses, to provide for a wide variety of retail shops and expose such shops to maximum foot traffic, while keeping such traffic in concentrated (yet well distinguished) channels throughout the district.”

Since its adoption in 1987, the Overlay District has been revised on more than one occasion to alter district boundaries, or to modify the types of uses which are permitted within each district. The most recent amendment occurred on April 4, 2019 when the Village Council adopted MC-01-2019, amending the Zoning Ordinance regarding uses and regulations in the three commercial districts, including amendments to the Overlay District and the standards used to evaluate a special use. The amendments went into effect on July 4, 2019 and changed a barber shop from being a permitted use to requiring special use approval.

HUBBARD WOODS BUSINESS DISTRICT OVERLAY BOUNDARIES

A map depicting the zoning classifications of the Hubbard Woods Business District is included below as Figure 3. The Subject Property is highlighted yellow.

Gray areas indicate the underlying C-2 General Retail Commercial zoning, which permits by right a relatively broad array of uses, including various retail uses, along with a number of non-retail uses such as professional offices, financial service firms, medical offices and the like.

Red crosshatch areas represent those areas subject to the restrictions of the Commercial Overlay District. The boundaries of the Overlay District are established along certain public streets and extend for a depth of 50 feet from the front property line.

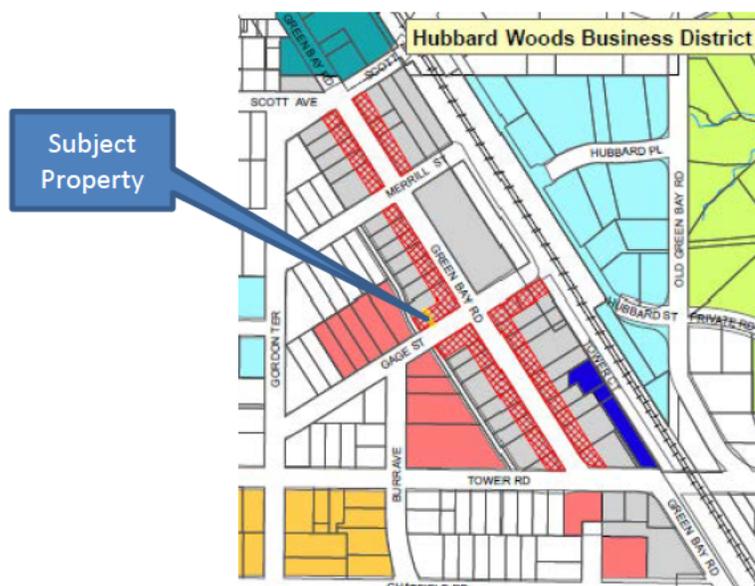


Figure 3 – Hubbard Woods Business District

DESCRIPTION OF REQUEST

As previously stated, the Applicant is proposing to expand its current location at 1083 Gage Street to include the Subject Property, an approximately 757 square foot space with 14.42 feet of street frontage. The Applicant's current space consists of 475 square feet with approximately 14 feet of street frontage. If approved by the Village Council, the Applicant would occupy approximately 1,232 square feet and 28 feet of street frontage.

The Applicant's existing space has three barber chairs with two barbers working in the shop Monday through Thursday. A third barber works Friday through Sunday. Ownership is also on site to answer the phone on Friday and Saturday. Based upon the information submitted by the Applicant, the hours of operation are normally 9am to 5pm, seven days a week. The application materials note that the business's existing space has become too small to accommodate growing demand.

The Applicant has provided a preliminary floor plan representing the existing and proposed spaces (see Figure 4 below). To connect the two spaces, the Applicant intends to provide an opening 8-10 feet in length in the demising wall between the two spaces. With the additional space, the Applicant intends to relocate one of the barber chairs in the existing space to the new space as well as add an additional barber chair in the new space. In total, there would be two chairs on either side of the barber shop. This would allow for one additional barber, for a total of four barbers. The new space is also intended to provide additional waiting space to alleviate overcrowding they are currently experiencing and to prevent clients from having to wait outside as they currently are, due to the limited space and current social distancing requirements.

On August 28, 2019, the Plan Commission considered the Applicant's initial special use permit application to operate in its current location. After hearing from the Applicant and a representative of the property owner, by a vote of 9-0, the Commission recommended approval of the special use permit. Subsequently, on September 17, 2019, the Village Council waived introduction of Ordinance M-15-2019 and adopted the ordinance approving the special use permit. For additional details, the minutes of the August 2019 Plan Commission meeting and Ordinance M-15-2019 are included in this report as Attachments C and D.

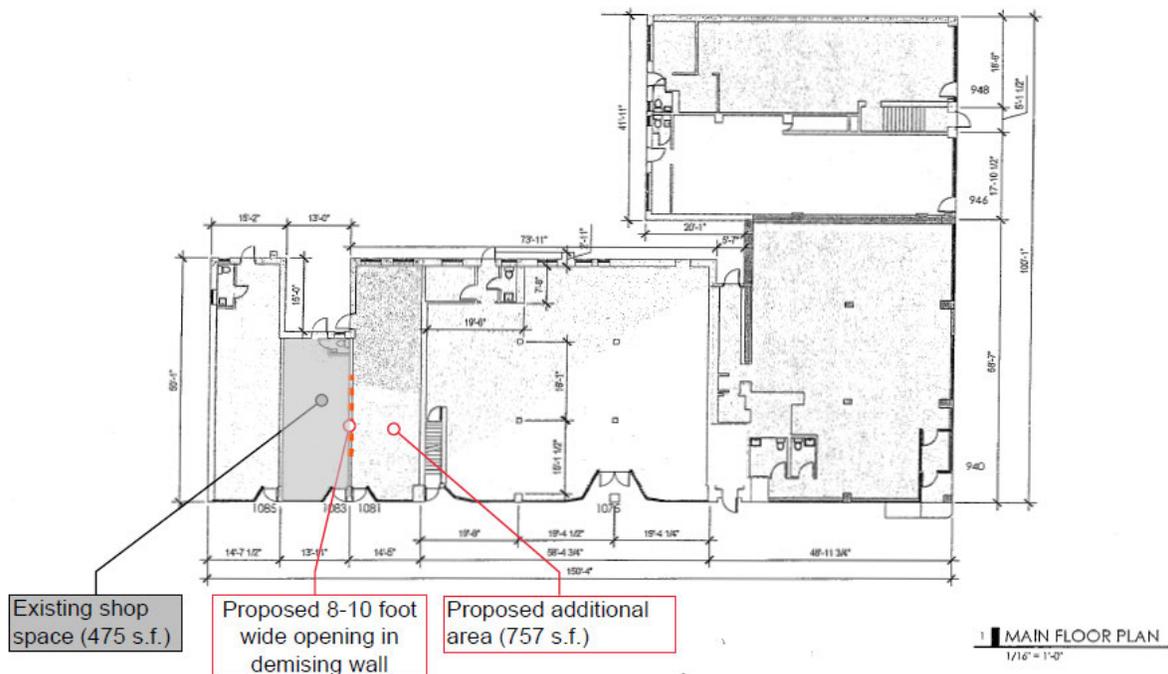


Figure 4 – Excerpt of Proposed First Floor Plan

Regarding parking, the Applicant does not have access to the private off-street parking behind the Subject Property. The Applicant and employees park in Village-designated spots for employees of businesses (Zone A spaces). Given the use is an existing use expanding to an adjacent commercial space to the east, the Applicant was not required to submit a parking and traffic study.

DESIGN REVIEW BOARD REVIEW

Any changes to the exterior of the space or the addition of permanent signs or awnings to the front of the proposed space will require approval of a certificate of appropriateness by the Design Review Board. The Applicant is in the process of submitting the necessary permits for the existing window sign that was installed without the necessary approvals.

STANDARDS FOR REVIEW / FINDINGS

The “Purpose” section of Chapter 17.56, Special Uses, states the following regarding special uses:

It is recognized that there are special types of uses which because of their specific characteristics in relationship to uses permitted by right in a particular district, or the services which they provide, cannot be properly permitted by right in a particular district without consideration, in each case, of the impact of such uses upon neighboring land, or of the public need for such uses at a particular location.

A land use classified as a special use is an allowed land use as long as the Applicant can demonstrate that the proposed use in its proposed specific location meets the applicable standards for granting special use approval.

Section 17.44 of the Zoning Ordinance provides a series of twelve (12) standards for the evaluation of Special Use applications within the Commercial Overlay District, which provides a framework for evaluation by the Plan Commission. The Applicant has supplied as part of their application materials a narrative addressing how this proposal complies with the twelve (12) standards.

Following conclusion of public comment and Commission discussion, a Commission member may choose to make the following motion:

I make the motion that:

The Plan Commission recommends **approval [denial]** of the requested special use to allow the Applicant, North Shore Barber Shop, to operate a barber shop at 1081 Gage Street within the C-2 Commercial Overlay District, based on the following findings of fact:

“The proposed barber shop **is [is not]** consistent with the Standards for granting of Special Use Permits in the Commercial Overlay District, which are as follows:

1. The establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. The Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. The establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;

4. Adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
6. The Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;
7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;
8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage;
9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses;
10. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine;
11. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintain typical and customary hours of operation; and
12. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses."

The Commission's recommendation is subject to **no conditions [the following conditions]:**

1. [Insert conditions...]

As noted above, the Commission may also wish to consider if there are conditions it may want to place on the facility's operation.

This request is subject to final approval by the Village Council.

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Public Correspondence

Attachment C: Excerpt of August 28, 2019 PC meeting minutes

Attachment D: Ordinance M-15-20019, adopted September 17, 2019

ATTACHMENT A

Village of Winnetka
SPECIAL USE PERMIT - C2 COMMERCIAL OVERLAY APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION
C-2 COMMERCIAL OVERLAY

Case No. 21-06-SU

Property Information

Site Address: 1081 Gage St.

Proposed type of occupancy: Expansion of existing Barber Shop

Applicant Information

Name: North Shore Barber Shop

Primary Contact: Faiouzi Hassan and Danuta Harrison

Address: 1083 Gage

Phone No. [REDACTED]

City, State, ZIP: Winnetka Ill. 60093

Email: [REDACTED]

Applicant Signature: [REDACTED]

Date: _____

Attorney Information

Architect Information

Name: N/A

Name: N/A

Primary Contact: _____

Primary Contact: _____

Address: _____

Address: _____

City, State, ZIP: _____

City, State, Zip: _____

Phone No. _____

Phone No. _____

Email: _____

Email: _____

Property Owner Acknowledgment

940-48 Green Bay Rd &

I hereby certify that I am the owner of the property located at 1073-85 Gage St. Winnetka, IL, and have provided the attached proof of ownership. (address)

I consent to the filing of an application for a Special Use Permit by North Shore Barber. (Applicant name)

Property Owner Signature: [REDACTED] Date: 12/15/2020

Printed Name: Adam Keyser, Peak Properties LLC

Agent for Owner - Owner of Record - Chicago Land Trust Company, Trust No 4020, aka Parliament Enterprises, Ltd. Page 3 of 4

PROPOSAL TO EXPAND NORTH SHORE BARBER SHOP

1081 GAGE

After obtaining a Special User Permit in August of 2019 to operate a Barber Shop at 1083 Gage Street the North Shore Barber Shop has been operating in the 475 square foot 1083 Gage since October of 2019. The Business has rapidly become an integral member of the Retail Community and has operated successfully in the space with 3 Barber Chairs.

With the need to keep a safe distance due to Covid 19 often customers have been required to wait for service outside which has proven to be a challenge in the colder weather. Moreover the space has become too small to accommodate growing demand from its primarily local Customer base.

When 1081 Gage became available the Business has seized on the opportunity to better serve it's customers by allowing additional and more comfortable waiting space and add one additional Barber to allow more appointments and avoid the crowded conditions that sometimes occur in the current space.

They will operate under the same terms as they do currently with the addition of one Barber.

Their hours are 7 days per week normally from 9 to 5.

To accommodate the expansion they will create an opening between the two spaces in a manner which will not compromise the structural integrity of the Building , which they have confirmed. The new space will be used for Waiting and allow one additional Barber Chair. It will be tastefully decorated in a similar design to the current shop.

Ownership of the Shop is always on site and has a strong relationship with it's Adult and Children Customer community.

COMPLIANCE WITH SPECIAL USE PERMIT STANDARDS

1. The Business is operated by State of Illinois licensed professional Barbers who will not be detrimental to the Public Safety or Health.
2. The Business will enhance property values by occupying a long vacant location.
3. The Business is occupying existing vacant spaces and will not impede or impact normal development in the area.
4. By approving this application the business will actually improve the ingress and egress to the location and allow the operation in a more healthful manner .
5. No additional pressure will be placed on parking . In fact it may improve parking, since customers will be waiting less time for service.
6. The use will meet all codes and has been recently updated to life safety standards.
7. The Business has already shown its strong relationship to the community and will encourage the availability of a neighborhood service to the nearby residents.
8. There will be no interruption to the current services provided by the Business or the surrounding area.
9. The Business complies with all local sign ordinances.
10. N/A
11. N/A
12. The Business will not have any negative impact on parking in the area.



Mr. Adam Keyser
Chief Operating Officer
Peak Properties, LLC
2815 West Roscoe Street
Chicago, Illinois 60618

January 4, 2021

Re: Proposed Opening at Tenant Demising Wall
1083-1081 Gage Street
Winnetka, Illinois

Dear Adam,

In regard to the existing ground floor demising wall that separates 1081 Gage Street from 1083 Gage Street tenant space, it is our opinion that the proposed opening (four feet to six feet wide to be located near the middle of the wall) will not cause structural damage to the building as long as a properly designed and installed structural header and posts are installed at the opening and are designed by a licensed structural engineer. The demising wall in question is a structural bearing wall and any new openings in this wall will require structural reinforcement.

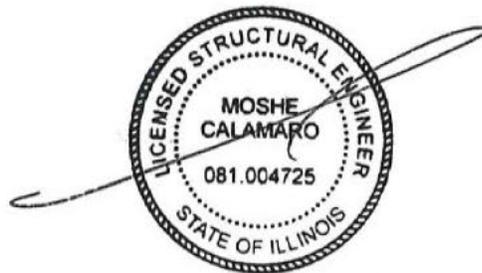
If you should have any questions or comments or would like us to work with the tenant to establish the location, size, and reinforcement of the proposed wall's opening, please feel free to contact us.

Sincerely,

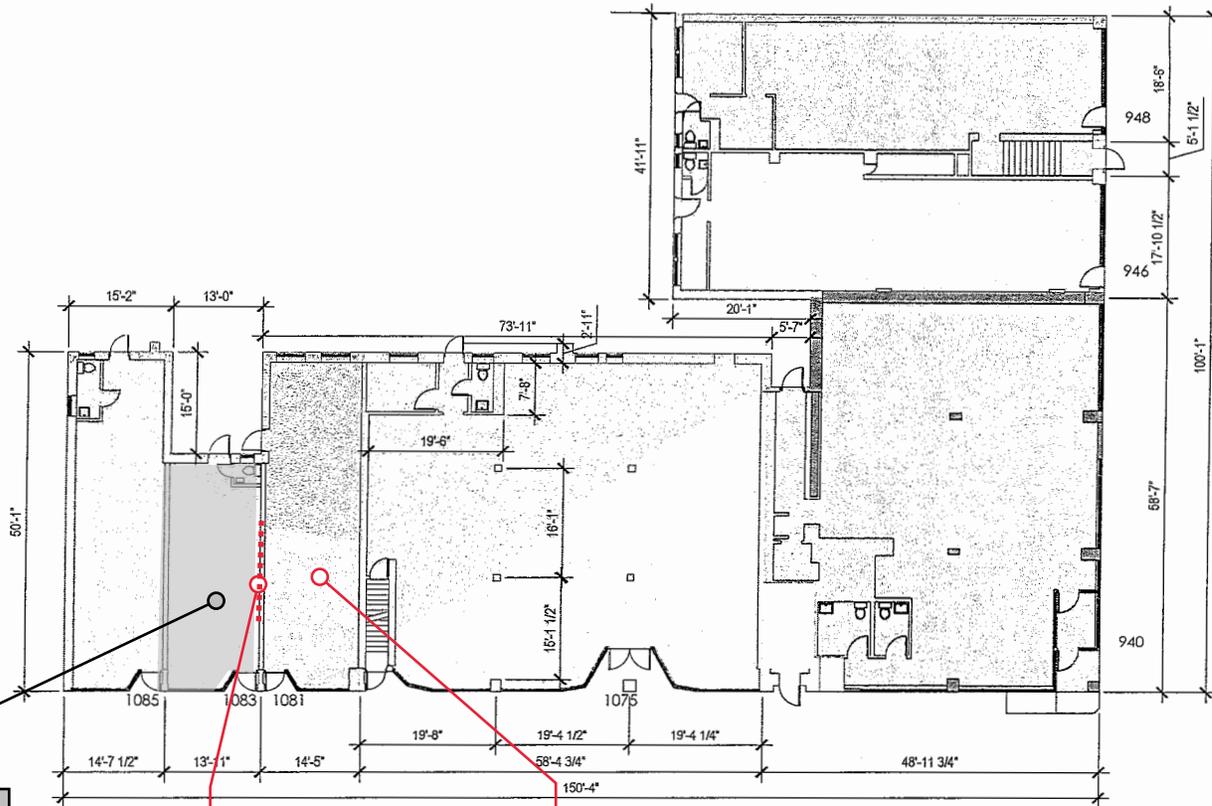
Moshe Calamaro & Associates, Inc.
Structural Engineers



Moshe Calamaro, SE, SECB
MCA File#: 114358-G



Date 1.4.2021
License Expires 11-30-2022



Existing shop space (475 s.f.)

Proposed 8-10 foot wide opening in demising wall

Proposed additional area (757 s.f.)

BUILDING AREA (MAIN)

940	2,643 S.F.
946	1,270 S.F.
948	1,324 S.F.
1075	2,753 S.F.
1081	717 S.F.
1083	476 S.F.
1085	732 S.F.
COMMON	193 S.F.
TOTAL	10,148 S.F.

ALL WALLS SHOWN IN GREY ARE STRUCTURAL AND CANNOT BE ALTERED.
ALL MEASUREMENTS AS PER ANSIBOMA 25.5-2010 RETAIL BUILDINGS; STANDARD METHODS OF MEASUREMENT.

1 MAIN FLOOR PLAN
1/16" = 1'-0"

PEAK PROPERTIES
940 GREEN BAY ROAD, WINNETKA, IL



DATE: 1603/20
SURVEYOR: MJ
DRAWN BY: MJ

FLOOR PLAN

1

SHEET TITLE

SHEET #



Novamer Building Document
1321 Washington
Evanston, IL 60202
P. 847.330.1294
www.buildingdocument.com

ATTACHMENT B

Case No. 2021-06-SU North Shore Barber Shop 1081 Gage

Voicemail Messages left on February 10, 2021 - Both from Tim Connell of 500 Sheridan Road, Winnetka, IL

VM#1

Hi, I wanted to leave a comment supporting North Shore Barber Shop for 1081 Gage Street. I've been to the barber shop a few times now and I plan to continue being a regular customer. And, I was able to bring my son with autism here because it is so calming and the people who run the shop are very quiet, calm, friendly, and welcoming. And, they do a wonderful job with great haircuts for both my son and myself. I fully support them expanding their shop.

VM#2

Hi, I am just calling again because I left out some information on my last message. My name is Tim Connell. I live at 500 Sheridan Road in Winnetka. I am calling in support of North Shore Barber Shop's application to lease 1081 Gage Street. I've had wonderful experiences at this shop. My son with autism comes here because it's very calming, friendly, welcoming and they give amazing haircuts to kids and adults. And, I look forward to continuing to be a regular customer there with both of my sons for as long as I can. And, the planning commission or the Winnetka Plan Commission is the body I want to direct my comments to for the upcoming public hearing on Wednesday, February 24th. Thank you.

ATTACHMENT C

Minutes adopted 10.23.2019

WINNETKA PLAN COMMISSION EXCERPT OF MEETING MINUTES AUGUST 28, 2019

1
2
3
4
5 **Members Present:**

Tina Dalman, Chairperson
Mamie Case
Layla Danley
Chris Foley
John Golan
Louise Holland
Bridget Orsic
Jay Vanderlaan

14 **Non-voting Members Present:**

Matthew Bradley
John Swierk

17 **Members Absent:**

None

18
19 **Village Staff:**

David Schoon, Director of Community Development
Ann Klaassen, Senior Planner

20
21
22 ***
23

24 **Case No. 19-22-SU: 1083 Gage Street - North Shore Barber: An application submitted by North Shore**
25 **Barber seeking approval of a special use permit to allow a barber shop to operate on the ground floor in**
26 **the C-2 Commercial Overlay District.**

27 Ms. Klaassen noted the property is located in the Commercial Overlay District. She then stated the Village
28 Council recently adopted amendments to the overlay district where the barber shop would have been a
29 permitted use under the previous regulations. Ms. Klaassen stated the subject space is vacant and was
30 most recently occupied by a different barber, The Gentleman's Shop, until last year. She noted the
31 previous barber was not required to obtain a special use permit. Ms. Klaassen stated North Shore Barber
32 would occupy the approximately 475 square foot space.

33 Ms. Klaassen then stated the use would occupy 14 feet of building frontage. She also stated in their
34 application, it was explained they intended to have one barber on site Monday-Thursday and two barbers
35 on Friday, Saturday and Sunday with hours of operation being from 9am to 6pm. Ms. Klaassen noted Scott
36 Cleaners is located to the west of the vacant space and Figueroa Orthodontics is located to the east which
37 also received a special use permit. Ms. Klaassen informed the Commission the space immediately to the
38 east is also vacant.
39

40 Ms. Klaassen referred the Commission to page 5 of the materials which contained a motion
41 recommending approval or denial of the request. She then asked if there were any questions. A
42 Commission Member referred to the red dashes representing the overlay district in the illustration and
43 asked what did the red area represent. Ms. Klaassen responded it is B-1 multi-family zoning and noted the
44 map did not represent the two small areas recently removed from the overlay district on Tower Road.
45

46 Mr. Vanderlaan referred to the questions submitted as an email addendum and the list of improvements
47 done over the years and asked if the space is move-in ready or if further renovation is required. Ms.
48 Klaassen responded she is not aware of additional improvements that are necessary and if so, the

1 applicant would need to apply for a building permit. Mr. Vanderlaan asked if the applicant would be
2 replacing the Wilmette space or if this space would be in addition to the Wilmette space. Ms. Klaassen
3 stated they have not received a response to that question from the applicant and they can ask that
4 question of the applicant.

5
6 Chairperson Dalman noted for the record, the email responses should be included as part of the record.
7 She asked if there were any other questions. Mr. Vanderlaan asked if they would be open 7 days a week
8 and Ms. Klaassen confirmed that is correct.

9
10 Chairperson Dalman swore in those speaking to this matter.

11
12 Barry Millman introduced himself to the Commission as the commercial real estate broker with Horizon
13 Real Estate and has been the broker for the last several years and is a Northbrook resident. He stated he
14 is representing Failouni Hassan and Danuta Harrison who want to enter into a lease for the property which
15 was approved by the landlord subject to obtaining a special use permit for 1083 Gage. Mr. Millman stated
16 the property measured 475 square feet and is located on the fringe of the overlay district. He stated the
17 space was previously a barber space for several decades and was a hair salon prior to that. He informed
18 the Commission when the last barber retired, ownership decided to leave the space empty for a while
19 and renovate it to include a new sprinkler system to meet code requirements, as well as a new ADA
20 bathroom, new flooring, ceiling, walls, etc. Mr. Millman stated the owners were intent on getting a new
21 barber in the space and installed a vanity in a wall with shampoo bowls. He confirmed there would be no
22 significant remodeling other than painting, furnishing and décor.

23
24 Mr. Millman then stated Mr. Hassan is a barber in Wilmette; he would locate to Winnetka with his clients,
25 most of whom are from Winnetka. He stated the applicants understand the Village's parking regulations
26 and realize there are significant parking issues in town. Mr. Millman stated the clients would only be in
27 the shop for 15-20 minutes and the owners plan to sell products and pay sales tax. He then introduced
28 the applicants to the Commission.

29
30 Mr. Hassan informed the Commission he moved to the country five years ago from Dubai. Ms. Harrison
31 stated Mr. Hassan is very professional and great with children.

32 Chairperson Dalman asked the Commission if they had any questions. Mr. Bradley asked if there will be
33 office administration in addition to the barbers working in the shop. Mr. Hassan responded in the
34 beginning, he referred to being very busy. Ms. Harrison confirmed there would be. Mr. Bradley then stated
35 for the products they are considering for sale, he asked if they would be located in the front of the store
36 visible to pedestrians. Mr. Hassan confirmed they would and Ms. Harrison would handle that. Mr. Bradley
37 asked if it would be a full service shop for men and women. Mr. Hassan responded it would be a barber
38 shop for men and children.

39
40 Chairperson Dalman asked if there were any other questions. She stated for clarification, she referred to
41 the property owner acknowledgment and the land trust which owned the property owned 1075 Gage
42 Street and noted that is the address for Figueroa Orthodontics. Ms. Klaassen confirmed that is correct,
43 the trust owns the entire building at the corner of Green Bay Road and Gage Street. Chairperson Dalman
44 asked if there were any other questions. No additional questions were raised at this time. She informed
45 the applicants the Commission would discuss and make a recommendation to the Village Council.

46
47 Ms. Orsic stated she felt differently about this application and referred to people driving downtown to
48 barber shops. She commented it would be a nice fit and would generate traffic for other businesses. Ms.

1 Orsic stated her initial feeling is that they are chipping away at the overlay district, for this application,
2 they would be selling products and she would be in favor. Ms. Holland agreed with Ms. Orsic's comments
3 and asked when the applicants start selling products and get their Federal ID number for sales tax for the
4 Village to follow up on it. She then stated they appreciated product sales. Ms. Holland added it has been
5 a barber shop for many years and it would be one again.

6
7 Chairperson Dalman informed the Commission she spoke with Mr. Schoon earlier and referred to the
8 previous recommendation and discussion for this property not to be included in the overlay district. She
9 agreed the property is on the fringe on the overlay district and prior to the code change, it would have
10 been a permitted use. Chairperson Dalman asked if there were any other comments.

11
12 Chairperson Dalman indicated their appeared to be support for an affirmative recommendation and
13 referred the Commission to page 5 of the materials. She then asked for a motion. A motion was made by
14 Ms. Orsic and seconded and Mr. Foley. A vote was taken on the motion to recommend approval of the
15 requested special use to allow a barber shop on the ground floor at 1083 Gage Street in the C-2
16 Commercial Overlay District based on the findings of fact on page nos. 5 and 6. The motion unanimously
17 passed.

18
19 AYES: Bradley, Case, Dalman, Danley, Foley, Golan, Holland, Orsic, Vanderlaan
20 NAYS: None
21 NON-VOTING: Swierk

22
23 ***

ATTACHMENT D

**THIS DOCUMENT IS
PREPARED BY:**

Peter M. Friedman
Holland & Knight LLP
150 N. Riverside Plaza, 27th Floor
Chicago, Illinois 60606

AFTER RECORDING RETURN TO:

Recorder's Box 266



1933117069

Doc# 1933117069 Fee \$88.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/27/2019 01:29 PM PG: 1 OF 11

ORDINANCE NO. M-15-2019

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE
OPERATION OF A BARBER SHOP WITHIN THE C-2 COMMERCIAL
OVERLAY DISTRICT OF THE VILLAGE**

(1083 Gage Street)



VILLAGE OF WINNETKA

Incorporated in 1869

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, do hereby certify that I am the duly appointed, qualified and Deputy Village Clerk of the Village of Winnetka, Cook County, Illinois (the "Village") and as such officer I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the Council (the "Village Council") thereof.

I do further certify that attached hereto is a full, true, and complete copy of the following:

ORDINANCE NO. M-15-2019

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE OPERATION OF A BARBER SHOP WITHIN THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE (1083 Gage Street)

Adopted by the Winnetka Village Council on September 17, 2019.

I do further certify that the deliberations of the Council on the adoption of said Ordinance were taken openly; that the vote on the adoption of said Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice of said meeting; that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended; and that the Council have complied with all of the applicable provisions of said Act, their procedural rules and the Village charter in the adoption of said Ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this 18th day of October, 2019.

[SEAL]

By: [Redacted Signature]
Kathleen Scanlan
Deputy Village Clerk

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF A BARBER SHOP
WITHIN THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(1083 Gage Street)**

WHEREAS, Danuta Harrison, d/b/a North Shore Barber, ("*Applicant*"), is the lessee of the property commonly known as 1083 Gage Street, Winnetka, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, Chicago Land Trust Company, as Trustee under Trust Agreement dated December 7, 1979 and known as Trust No. 4020, d/b/a Parliament Enterprises, Ltd. ("*Owner*") is the record title owner of the Subject Property; and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District and the C-2 Commercial Overlay District of the Village (collectively, "*C-2 Retail Overlay District*"); and

WHEREAS, the Applicant desires to operate a barber shop on the Subject Property; and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of Zoning Ordinance ("*Zoning Ordinance*"), the operation of a barber shop is not permitted within the C-2 Commercial Overlay District without a special use permit; and

WHEREAS, on August 13, 2019, the Applicant filed an application for a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the Zoning Ordinance to allow the operation of a barber shop at the Subject Property ("*Special Use Permit*"); and

WHEREAS, the Owner of the Subject Property has consented to the application for the Special Use Permit filed by the Applicant; and

WHEREAS, on August 28, 2019, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of eight in favor and zero opposed, recommended that the Village Council approve the Special Use Permit; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit for the operation of a barber shop at the Subject Property satisfies the standards for the approval of special use permits within the C-2 Commercial Overlay District set forth in Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and is in the best interest of the Village and its residents;

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

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

SECTION 2: SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule powers of the Village, to allow the establishment and operation of a barber shop by the Applicant at the Subject Property within the C-2 Commercial Overlay District.

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

- A. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- B. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- C. **Compliance with Plans.** The development, use, and maintenance of the barber shop at the Subject Property must be substantially consistent with the Floor Plan submitted by the Applicant, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B ("Floor Plan")**, except for minor changes and site work approved by the Director of Community Development (within his permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant, the Owner, and each of their heirs, representatives, successors, and assigns.

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant or the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the Special Use Permit granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the Special Use Permit granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by

the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the Special Use Permit granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7: EFFECTIVE DATE.

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

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

B. In the event that the Applicant and Owner do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 7.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this 17th day of September, 2019, pursuant to the following roll call vote:

AYES: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk and Wedner

NAYS: None

ABSENT: None

APPROVED this 17th day of September, 2019.

Signed:



Village President

Countersigned:



Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this 18th day of
September, 2019.

Introduced: Waived

Passed and Approved: September 17, 2019

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOTS 23 AND 24 IN BLOCK 3 IN LAKESIDE JARED GAGES SUBDIVISION (EXCEPTING THAT PART OF LOT 23 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF LOT 23 AND RUNNING THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT, 6.78 FEET; THENCE SOUTHERLY IN A STRAIGHT LINE 36.33 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, 35.69 FEET SOUTHEASTERLY OF THE MOST WESTERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 35.89 FEET TO THE POINT OF BEGINNING), ALSO THAT PART OF LOT 20 LYING EASTERLY OF THE EASTERLY LINE OF THE 16 FOOT ALLEY RUNNING NORTHERLY AND SOUTHERLY ACROSS THE EASTERLY PORTION OF SAID LOT 20 IN BLOCK 3 OF LAKESIDE JARED GAGES SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 17 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 8, ALL IN TOWNSHIP 42 NORTH, RANGE 131 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 201 3.00 FEET SOUTHWESTERLY OF THE MOST SOUTHERLY CORNER OF LOT 24; THENCE NORTHWESTERLY PARALLEL WITH THE WESTERLY LINE OF LOT 24, 48.49 FEET; THENCE NORTHERLY IN A STRAIGHT LINE 18.10 FEET, TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 20, 35.69 FEET SOUTHERLY OF THE MOST WESTERLY CORNER OF LOT 23; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF LOTS 23 AND 24 TO THE MOST SOUTHERLY CORNER OF LOT 24; THENCE SOUTHWESTERLY 3.00 FEET TO THE PLACE OF BEGINNING, IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

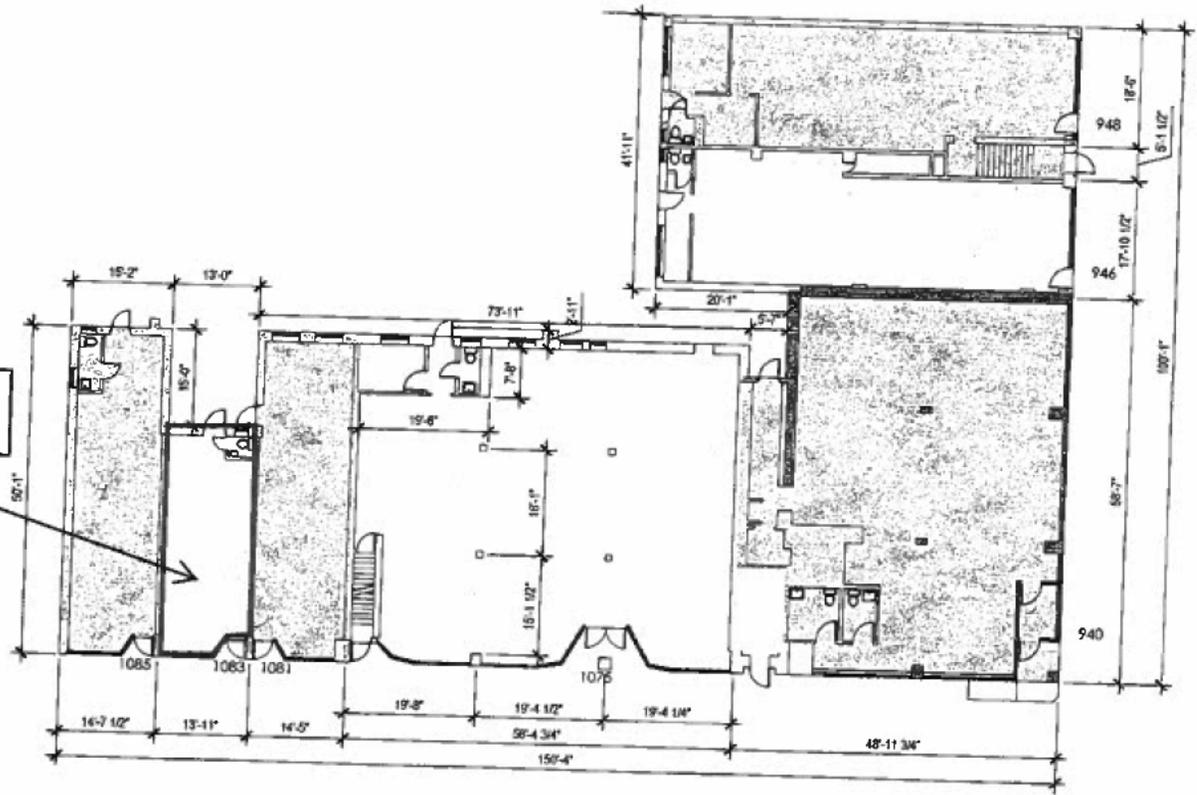
Commonly known as 940 Green Bay Road, Winnetka, Illinois, and which includes a portion referred to as 1083 Gage Street.

PIN: 05-17-120-021-0000

EXHIBIT B
FLOOR PLAN
(SEE ATTACHED EXHIBIT B)

EXHIBIT B

Subject Property



BUILDING AREA REPORT

940	2,843 S.F.
946	1,270 S.F.
948	1,234 S.F.
1075	2,730 S.F.
1081	717 S.F.
1082	478 S.F.
1085	720 S.F.
COMMON	332 S.F.
TOTAL	18,148 S.F.

ALL WALLS SHOWN IN GREY ARE STRUCTURAL AND CANNOT BE ALTERED.
 ALL MEASUREMENTS AS PER ANSI/ASCE 25.5-2010 RETAIL BUILDINGS; STANDARD METHODS OF MEASUREMENT.

1 MAIN FLOOR PLAN
 1/16" = 1'-0"

PEAK PROPERTIES
 940 GREEN BAY ROAD, WINNEKA, IL



DATE	10/02/20	FLOOR PLAN	1
REVISION	AK		
DRAWN BY	AL		



November Building Department
 1321 Washington
 Evanston, IL 60202
 P: 847.328.2244
 www.vbd@peakproperties.com

EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois ("**Village**");

WHEREAS, Danuta Harrison, d/b/a North Shore Barber, ("**Applicant**"), desires to operate a barber shop located at 1083 Gage Street in the Village ("**Subject Property**"); and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of Zoning Ordinance ("**Zoning Ordinance**"), the operation of a barber shop is not permitted within the C-2 Commercial Overlay District without a special use permit; and

WHEREAS, Chicago Land Trust Company, as Trustee under Trust Agreement dated December 7, 1979 and known as Trust No. 4020, d/b/a Parliament Enterprises, Ltd. ("**Owner**") is the record title owner of the Subject Property and consents to the operation of a barber shop by the Applicant at the Subject Property; and

WHEREAS, Ordinance No. M-15-2019, adopted by the Village Council on 09.17, 2019 ("**Ordinance**"), grants a special use permit to the Applicant for the operation of a barber shop at the Subject Property within the C-2 Commercial Overlay District of the Village; and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant and the Owner have filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant and the Owner do hereby agree and covenant as follows:

1. The Applicant and the Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant and the Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant and the Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of a special use permit for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant or the Owner against damage or injury of any kind and at any time.

4. The Applicant and the Owner do hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permit for the Subject Property.

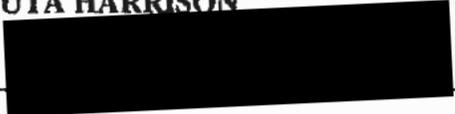
5. The Applicant and the Owner hereby agree to pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: Nov. 14 2019, 2019

ATTEST:

DANUTA HARRISON

By: _____

By: 

Its: _____

ATTEST:

CHICAGO LAND TRUST COMPANY, AS
TRUSTEE UNDER TRUST AGREEMENT
DATED DECEMBER 7, 1979 AND KNOWN
AS TRUST NO. 4020

By: Nov 14, 2019

By: 

Its: Ford H. Benson

ATTACHMENT 3

**WINNETKA PLAN COMMISSION
EXCERPT OF MEETING MINUTES
FEBRUARY 24, 2021**

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- Members Present:** Tina Dalman, Chairperson
Mamie Case
Layla Danley
Chris Foley
John Golan
Bridget Orsic
Jay Vanderlaan
- Non-voting Members Present:** None
- Members Absent:** Matthew Bradley
John Swierk
- Village Staff:** David Schoon, Director of Community Development
Brian Norkus, Assistant Director of Community Development

Case No. 21-06-SU: 1081 Gage Street – North Shore Barber Shop. An application for Special Use Permit approval submitted by North Shore Barber Shop, as the prospective lessee of the property located at 1081 Gage Street to allow a barber shop on the Subject Property.

Mr. Schoon identified the property’s location and surrounding property as well as photos of the existing and proposed expansion space which would more than double the space and create one opening for both spaces. He also identified the hours of operation and described the proposed interior renovations which would allow for social distancing. Mr. Schoon noted any awning or sign changes would need to go to the DRB for approval. He referred to page nos. 5 and 6 which contained language for a motion and noted no written comments were submitted. Mr. Schoon also stated no members of the public are at the Village Hall other than the applicants and asked if there were any questions.

Chairperson Dalman asked if there were any questions. No questions were raised at this time. Mr. Norkus allowed Barry Millman into the meeting. Chairperson Dalman swore in those speaking to this matter. Barry Millman of Horizon Real Estate identified himself as a leasing broker and identified the 475 square feet the applicant currently occupied. He stated the applicants are strong members of the community who discovered they needed additional customer waiting space. Mr. Millman stated once the next door space of over 700 square feet became available, they decided to take over that space with the purpose to provide the ability to spread out. He noted there would be one additional barber and chair in that additional space. Mr. Millman then stated a structural engineer designed openings between the space to allow the structural integrity to remain intact. He confirmed the building owner agreed. Mr. Millman then stated the barber shop is open 7 days a week and they hope to continue to be a strong member of the community. He asked if there were any questions for him or the applicants.

Chairperson Dalman asked if the proposed new space is under the same ownership. Mr. Millman responded it is one building. Chairperson Dalman then asked if there were any other questions. No additional questions were raised at this time. Failouni Hassan confirmed the hours of operation as 9 to 5.

1 Mr. Norkus confirmed no written comments were received and noted two members of the public are
2 waiting to speak. Mr. Schoon confirmed no additional emails or voicemail records have been submitted
3 since what was included in the meeting materials, and we do not need those written public comments
4 into the record. No public comments were made at this time.
5

6 Chairperson Dalman stated the Commission would now move into deliberation. Ms. Danley commented
7 she is glad to see an application for an expanding local business. She then stated she fully supported the
8 request. Ms. Case and Ms. Orsic agreed with Ms. Danley's comments. Mr. Golan stated the request clearly
9 met all of the criteria and referred to the limited amount of street parking which he indicated may not be
10 an issue. He added he is in support of the request. Mr. Foley agreed with the comments made specifically
11 referencing criteria no. 7. Mr. Vanderlaan agreed with the comments made and commented parking will
12 not be an issue. Chairperson Dalman noted for the record criteria no. 7 was specifically referenced and
13 added the request satisfied all 12 criteria. She then asked for a motion to recommend approval of the
14 special use application.
15

16 Ms. Orsic moved to recommend approval of the requested special use to allow the applicant, North Shore
17 Barber Shop, to operate a barber shop at 1081 Gage Street within the C-2 Commercial Overlay District
18 based on the findings of fact indicated on page 5 and 6 of the materials. Mr. Foley seconded the motion.
19 A vote was taken and the motion unanimously passed:

- 20 AYES: Case, Dalman, Danley, Golan, Foley, Orsic, Vanderlaan
21 NAYS: None
22 ABSTAINED: None
23
24

DRAFT



Agenda Item Executive Summary

Title: Ordinance No. MC-2-2021 - Demolition Delay & Building Size Bonus for Historic Homes (Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 03/16/21

- 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.
- 3/2/21 Village Council held a public hearing on and introduced Ordinance MC-2-2021, which 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 16, the Village Council is scheduled to consider adoption of 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."

On March 2, the Village Council held a hearing to consider introduction of Ordinance No. MC-2-2021. After hearing public testimony, the Village Council discussed the amendments. The Council then approved a motion introducing Ordinance No. MC-2-2021 subject to the Ordinance being amended as follows:

- (a) The ordinance shall include a provision allowing an applicant to appeal to the Village Council in the event the Landmark Preservation Commission (LPC) finds that the applicant's house is historic or architecturally significant and issues a demolition permit delay for a period of 270 days. (Ordinance page 7, Subsection 5.)
- (b) The ordinance shall include a provision allowing an applicant for the maximum building size bonus to appeal to the Village Council in the event the LPC finds that the applicant's house is not historic or architecturally significant. (Ordinance page 16, Subsection D.)

An appeal provision has also been added to the Ordinance so that during a demolition permit application process, if the LPC finds that the house is not historic or architecturally significant, but the Applicant believes the property is historic or architecturally significant and is therefore eligible for the maximum building size bonus, the Applicant may appeal the Commission's finding to the Village Council. (Ordinance pages 5 &6, Subsection E starting at bottom of page 5.)

Executive Summary (continued):

The amendments identify how quickly an owner must appeal (within 7 days of the Commission's finding) and how quickly the Council must hear the appeal (no more than 45 days after the appeal is filed with the director). As part of its appeal, the owner must identify the basis of the appeal. The appeal process also includes a provision requiring a meeting notice be mailed to property owners within 250 feet of the subject property. In addition, the amendments allow the Village to collect a fee to cover the Village costs for processing an appeal.

Recommendation:

Consider adoption of Ordinance No. MC-2-2021.

Attachments:

Attachment A - Ordinance No. MC-2-2021

Attachment B - Public Comments

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;

MC-02-2021
{00118926.13}

March 16, 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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MARCH 10, 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, including fees for any appeals.

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, t~~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.**
- ~~G~~H. 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.**

* * *

- E. If the Landmark Preservation Commission determines that the proposed demolition will not result in the loss of a building that is of historic or architectural significance pursuant to this Section and the owner desires to qualify for a maximum building size bonus pursuant to Section 15.52.090 of this Code, the owner may appeal the decision to the Village Council. The appeal, and the specific basis for the appeal, must be filed in writing with the Director within seven days after the**

determination by the Landmark Preservation Commission. The Village Council shall hear the appeal no more than 45 days after the appeal is filed with the Director. Not less than 10 or more than 30 days before the Village Council meets to consider the appeal, the Director shall issue notice to the same persons and entities to whom notice was issued pursuant to Section 15.52.040(c) of this Code. In considering the appeal, the Village Council shall apply the standards set forth in Section 15.52.060.C of this Code, and at the conclusion of its consideration of the appeal, uphold or reverse the determination of the Landmark Preservation Commission by adoption of a resolution by an affirmative vote of at least four members of the Village Council. If the Village Council reverses the Landmark Preservation's decision and the owner decides not to preserve the house but to demolish it, the Village Council may impose a delay in the issuance of a demolition permit in the same manner and for the same duration as the Landmark Preservation Commission as provided in Section 15.52.070.A of this Code."

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 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 March 16, 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

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March 16, 2021

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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.
5. **If the Landmark Preservation Commission orders the delay of the issuance of a demolition permit pursuant to Section 15.52.070.A.1 of this Code, the owner may appeal the Landmark Preservation Commission's order to the Village Council. The appeal, and the specific basis for the appeal, must be filed in writing with the Director within seven days after the issuance of the Landmark Preservation Commission's order. The Village Council shall hear the appeal no more than 45 days after the appeal is filed with the Director. Not less than 10 or more than 30 days before the Village Council meets to consider the appeal, the Director shall issue notice to the same persons and entities to whom notice was issued pursuant to Section 15.52.040(c) of this Code. In considering the appeal, the Village Council shall apply the standards set forth in Section 15.52.060.C of this Code, and at the conclusion of its consideration of the appeal, uphold, modify, or reverse the order of the Landmark Preservation Commission by adoption of a resolution by an affirmative vote of at least four members of 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 or Village Council (pursuant to Section 15.52.060.E of this Code), as the case may be, 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 or Village Council (pursuant to**

Section 15.52.060.E of this Code), as the case may be, 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 March 16, 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, including fees for any appeals.

Section 15.53.030 Historic and architectural review.

A. Maximum Building Size Bonus. If the Landmark Preservation Commission or Village Council (pursuant to Section 15.53.010.C of this Code), as the case may be, 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 or Village Council (pursuant to Section 15.53.010.C of this Code), as the case may be, 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 in 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.

D. If the Landmark Preservation Commission determines that a residential building is not historic or architecturally significant, and therefore, the property does not qualify for a one-time, maximum building size bonus in accordance with Section 15.53.010.B, the owner may appeal the decision to the Village Council. The appeal, and the specific basis for the appeal, must be filed in writing with the Director within seven days after the determination by the Landmark Preservation Commission. The Village Council shall hear the appeal no more than 45 days after the appeal is filed with the Director. Not less than 10 or more than 30 days before the Village Council meets to consider the appeal, the Director shall issue notice to the same persons and entities to whom notice was issued pursuant to Section 15.53.030(c) of this Code. In considering the appeal, the Village Council shall apply the standards set forth in Section 15.52.060.C of this Code, and at the conclusion of its consideration of the appeal, uphold or reverse the determination of the Landmark Preservation Commission by adoption of a resolution by an affirmative vote of at least four members of the Village Council.

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

MC-02-2021
{00118926.13}

March 16, 2021

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

* * *

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]

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

Attachment B

From: [REDACTED]
To: [ContactCouncil](#)
Subject: Proposed changes
Date: Tuesday, March 2, 2021 9:00:25 PM

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.

Dear Village Council,

I am writing to offer my support for the proposed changes:

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 Commission determines that an applicant is required to submit a historic and architectural impact study for the home the applicant wishes to demolish.
2. Provide a 20% gross floor area bonus to any single-family home that the LPC finds to be historic or architecturally significant.

I purchased my home at 717 Prospect Ave three years ago. The previous owners had lived there for 25 years. I had parked on Prospect many times since 2007, when attending church at Winnetka Congregational. I was so happy to find a home in this neighborhood. My house is a classic colonial with a beautiful yard. I had lived in new construction homes in Glencoe and Chicago before moving to Winnetka. I was drawn to the many different classic architectural styles and the ability to walk to the business neighborhoods, as well as the train. One reason my previous homes were new construction was that I didn't know what to expect with a renovation. I didn't know how much time the project might take. Also, the unknown costs of renovation, especially when my family needed a place to live. I was uncomfortable with the unknown risks involved and I didn't want to live with the mess everyday. I was able to live in my last house, while cosmetic updates were made to my current house. I am so glad it all worked out.

I have been fortunate to visit some of the older homes on my street and in the area. Although it is nice to have big closets and deep basements in new construction, there is something very comforting when walking into an older home.

I hope these code changes will encourage more people to enjoy and preserve the classic, older homes in Winnetka.

Gina Affolter

From: [REDACTED]
To: [ContactCouncil](#)
Subject: Pls preserve our village
Date: Tuesday, March 2, 2021 7:40:53 PM

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.

Please consider helping make changes and restorations to homes in Winnetka. We moved here because the village was so charming. Slowly but surely we have homes that are lot line to lot line, built in expensively that are so unattractive. We all have homes they need a little bit more but the village is so restrictive we need to allow small variances to make a house a home. Please review and keep our village attractive and historic!

- Katie

[REDACTED]
Sent from my iPhone

David Schoon

From: Nan Greenough <[REDACTED]>
Sent: Sunday, March 7, 2021 4:39 PM
To: David Schoon
Subject: Landmark Ordinance Revision

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.

Hi David,

I recall from Tuesday 3/2 that someone suggested an "appeal process" to the Village Council re: certain LPC decisions.

Inferentially, all decisions now made by recommending boards are appealable to the Council if someone has a big problem with a decision. It seems to me, however, if this is explicitly stated in the ordinance, it will be treated as an additional "expected" step in the process. I don't think the Village Council wants to do that to itself. It's also unfair to treat LPC differently from all other boards, whose decisions stand unless something highly unusual happens.

I would strongly suggest that you let this suggestion lapse. It only causes extra work for VC and staff, with no measurable benefit. In all things, LPC should be treated in an even-handed manner along with other boards.

It is in the interest of the VC (and therefore Village residents) to delegate to advisory boards whenever appropriate. This is one of those times.

Please share with Peter Friedman. Thank you!

All the best, Nan



Agenda Item Executive Summary

Title: Resolution No. R-39-2021: Historic Maximum Building Size Application Fees & Escrow (Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 03/02/2021

Consent: YES NO

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

Item History:

3/2/21: The Village Council held a public hearing on and introduced Ordinance No. MC-2-2021, which 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. (Included general discussion regarding fees and escrows for processing certain applications.)

Executive Summary:

On March 16, 2021, the Village Council is scheduled to consider adopting Resolution R-39-2021 amending the General, Building, and Miscellaneous Service fees.

Should the Council adopt Ordinance No. MC-2-2021, the Council will need to adopt fees and escrows for the new maximum building size bonus process. Staff recommends the following:

- Preliminary Property History Study Preparation Fee \$550
- Maximum Building Size Bonus Application Fee: \$300
- Alteration or Addition Administrative Review Escrow: \$1,500
- Appeal of Maximum Building Size Bonus or Demolition Delay Determination: \$250

The total fee amount for the maximum building size bonus application process (\$850) is the same as the current amount for the Landmark Preservation Commission's review of a demolition permit application. This amount also covers fees for services performed by the Winnetka Historical Society during the process.

Recommendation:

Should the Council adopt Ordinance No. MC-2-2021, which precedes this item on the March 16 agenda, then the Council may consider adoption of Resolution No. R-39-2021.

Attachments:

Resolution No. R-39-2021

**A RESOLUTION AMENDING THE VILLAGE’S GENERAL, BUILDING,
AND MISCELLANEOUS SERVICE FEES**

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, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to set rates and charge fees for various permits, licenses, and services; and

WHEREAS, on December 15, 2020, pursuant to Resolution R-79-2020 (“*Annual Fee Resolution*”), the Village adopted general, building, and miscellaneous service fees for 2021; and

WHEREAS, March 16, 2021, the Village Council adopted Ordinance MC-02-2021, which Ordinance amended the “Winnetka Village Code,” as amended (“*Village Code*”) relating to the demolition permits and the maximum building size for historic and architecturally significant structures (“*Demolition Permit Amendments*”); and

WHEREAS, the Village President and the Village Council have determined that it will serve and be in the best interest of the Village to amend the Annual Fee Resolution to impose fees required by the Demolition Permit Amendments;

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 AMENDMENTS TO SECTION 8 OF THE ANNUAL FEE RESOLUTION. The Village Council hereby amends Section 8 of the Annual Fee Resolution to add the following fees and provisions:

“Appeal of Landmark Preservation Commission Determination (Chapter 15.52)

- Appeal of Maximum Building Size Bonus Determination (Section 15.52.060.E) \$250
- Appeal of Demolition Delay Determination (Section 15.52.070.A) \$250

**Historic Maximum Building Size Fees and Escrow (Chapter 15.52.090.D)
\$1,500**

[Note: Escrow fees must be submitted with applications. The Village’s costs for an analysis prepared by an architectural historian, historic architect, or other

similarly qualified professional will be deducted from the escrow fees. Escrow balances will be retained by the Village until the Director or Village Council, determine whether proposed alterations to the exterior or additions to a building would destroy the nature of a building's Critical Exterior Historical or Architectural Features and all third-party costs are paid by the Village. Additional funds may be required if insufficient to cover the Village's third-party costs.]

Historic Maximum Building Size Fees and Escrow (Chapter 15.53)

- Preliminary Property History Study Preparation Fee (Section 15.53.020.B.3) \$550
- Maximum Building Size Bonus Application Fee (Section 15.53.020.C) \$300
- Alteration or Addition Administrative Review Escrow (15.53.050) \$1,500

[Note: Escrow fees must be submitted with applications. The Village's costs for an analysis prepared by an architectural historian, historic architect, or other similarly qualified professional will be deducted from the escrow fees. Escrow balances will be retained by the Village until the Director or Village Council, determine whether proposed alterations to the exterior or additions to a building would destroy the nature of a building's Critical Exterior Historical or Architectural Features and all third-party costs are paid by the Village. Additional funds may be required if insufficient to cover the Village's third-party costs.]

Appeal of Landmark Preservation Commission Determination (Section 15.53.030) \$250"

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

[SIGNATURE PAGE FOLLOWS]

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk