

Winnetka Village Council
REGULAR VIRTUAL MEETING

Village Hall

510 Green Bay Road

April 21, 2020

7:00 p.m.

AGENDA

As the Village of Winnetka continues to follow social distancing requirements and Governor Pritzker's Stay at Home Executive Order, the Winnetka Village Council Meeting on Tuesday, April 21, 2020 will be held virtually beginning at 7:00 p.m. The meeting will be livestreamed via the Cisco WebEx platform.

The public has two options for participating in this virtual Village Council meeting:

- 1) Listen to the meeting by calling: 1-408-418-9388, Meeting ID – 622 089 898 (Please note there is no additional password or attendee ID required.)
- 2) View the livestream of the meeting from a smart phone, tablet, or computer. Download the Cisco WebEx meetings app and join Meeting ID – 622 089 898 Event Password – 04212020!

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, April 21, 2020 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at beginning of the meeting under Public Comment agenda item No. 5. 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 agenda item number, if related to a specific agenda item

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
April 21, 2020
7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) May 5, 2020 Regular Meeting
- 4) Resolution No. R-37-2020: Approving and Adopting a Supplemental Rule Concerning Public Comments During Virtual Meetings of the Village Board and other Village Boards, Commissions and Committees.....3
- 5) Public Comment
- 6) Reports
- 7) Approval of Agenda
- 8) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) March 3, 2020 Regular Meeting7
 - ii) March 10, 2020 Special Meeting11
 - iii) March 17, 2020 Emergency Meeting.....13
 - b) Approval of Warrant Lists dated March 13, 2020 – April 2, 2020; and April 3-16, 202016
 - c) Resolution No. R-30-2020: Health Services Professionals - Professional Services Agreement (Adoption)18
 - d) Resolution No. R-31-2020: Purchase of Police Vehicle (Adoption)26
 - e) Resolution No. R-33-2020: Sidewalk and Curb Replacement Program (Adoption).....39
 - f) Resolution No. R-35-2020: Approving a Class B Liquor License for Lakeside Fresh Market, Inc. (Adoption)80
 - g) Annual Outdoor Seating Permits84
- 9) Ordinances and Resolutions

- a) Ordinance No. M-5-2020: 717 Elm Street - BlowDry Boutique - Special Use Permit (Introduction/Adoption).....86
- b) Resolution No. R-32-2020: Boal Parkway Stormwater Pump Station Project (Adoption)...113
- c) Resolution No. R-36-2020: Technology Upgrade - Microsoft 365 Project (Adoption).....134
- 10) Motion to Extend Village President's Declaration of Emergency163
- 11) Old Business: None.
- 12) New Business: None.
- 13) Appointments
- 14) Closed Session
- 15) Adjournment

NOTICE

All agenda materials are available at [villageofwinnetka.org](http://www.villageofwinnetka.org) (Government > Council Information > Agenda Packets & Minutes.) Webcasts of the meeting may be viewed on the Internet via a link on the Village’s web site: <http://www.villageofwinnetka.org/government/village-videos/>.

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, 847-716-3546; T.D.D. 847-501-6041.



Agenda Item Executive Summary

Title: Resolution No. R-37-2020: Adopting a Supplemental Rule Concerning Public Comments During Virtual Meetings (Adoption)

Presenter: Peter Friedman, Village Attorney

Agenda Date: 04/21/2020

Consent: YES NO

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

Item History:

None.

Executive Summary:

In response to the risks created by the COVID-19 outbreak, Governor J.B. Pritzker issued Executive Order 2020-7 in March, suspending the Open Meetings Act provision relating to in-person attendance by the members of the public body.

Section 2.06(g) of the OMA provides that, "[a]ny person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body."

The Village Council has previously adopted rules of public comment, but those rules do not contemplate the need to have meetings only by audio or video means. Therefore, it is appropriate and useful for the Village Council to establish the proposed supplemental rule for public comment that will provide the standards for making public comments during virtual meetings of the Village Council and other public bodies of the Village. The supplemental rule will be convenient for the public and will assure consistency for so long as the Governor's Stay-At-Home order remains in place.

Recommendation:

That the Village Council adopt Resolution No. R-37-2020 Adopting a Supplemental Rule Concerning Public Comments During Virtual Meetings of the Village Council and Other Village Boards, Commissions, and Committees.

Attachments:

Resolution No. R-37-2020

RESOLUTION NO. R-37-2020

A RESOLUTION ADOPTING A SUPPLEMENTAL RULE CONCERNING PUBLIC COMMENTS DURING VIRTUAL MEETINGS OF THE VILLAGE COUNCIL AND OTHER VILLAGE BOARDS, COMMISSIONS, AND COMMITTEES

WHEREAS, Section 2.06(g) of the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* (“**Act**”), requires the Village to allow any member of the public to address the Village Council and other Village “public bodies” (as that term is defined in the Act), at public meetings, in accordance with rules to be adopted by the public bodies; and

WHEREAS, the Village Council and certain public bodies of the Village have previously adopted rules for public comment, in accordance with Section 2.06(g) of the Act; and

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

WHEREAS, on March 16, 2020, the Governor issued Executive Order No. 2020-07, suspending certain provisions of the Act concerning in-person attendance by members of the public body at public meetings, which executive order was extended on April 1, 2020, pursuant to Executive Order 2020-18 (collectively, the “**Executive Order**”); and

WHEREAS, in accordance with Section 2.06(g) of the Act, and in order to preserve the public right to address the Village Council and other Village public bodies during the duration of the Executive Order and otherwise at virtual public meetings of the Village Council and other public bodies that are conducted by telephonic and video conferencing platforms, the Village Council desires to adopt a supplemental rule for public comment at such virtual meetings (“**Supplemental Rule**”); and

WHEREAS, the Village Council has determined that it will serve and be in the best interest of the Village Council and its residents to adopt the Supplemental Rule;

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: ADOPTION OF SUPPLEMENTAL RULE. In accordance with Section 2.06(g) of the Act and the Executive Order, the Village Council hereby adopts the following Supplemental Rule for public comments at virtual public meetings of the Village Council and all subsidiary Village boards, committees, and commissions that are conducted by telephonic and video conferencing platforms:

“For all meetings of the Village Council or any subsidiary board, committee, or commission of the Village conducted through virtual means (i.e. by telephone and/or online), pursuant to Executive Order of the Governor of the

R-37-2020

State of Illinois, members of the public may address the public body by providing the Village Clerk or designated representative a written statement to be read aloud at the meeting. In order for a written statement to be read as a public comment at a virtual meeting, the statement should:

- (1) Include the name, address (optional), City, organization or agency represented (if applicable);
- (2) Be typed or written legibly;
- (3) Be no more than 200 words in length;
- (4) Be free of any abusive or obscene language; and
- (5) Be received by the Village Clerk or designated representative at the at the Village Hall or via the e-mail address set forth in the agenda posted for such meeting prior to the time noted on the agenda for such submittal.

Statements that do not adhere to the requirements for virtual public comments will not be read at the public meeting, with timely notice of the basis of that decision to the commenter.

The Village Clerk or designated representative will compile all properly submitted virtual public comments, and when directed to do so by the Village President or presiding officer of the meeting, read each comment aloud before the public body, to include the information in (1) above.

The Supplemental Rule adopted pursuant to this Section Two is a supplement to, and not a replacement or modification of, any other rule adopted by the Village Council or any subsidiary board, committee, or commission concerning public comment at public meetings. To the extent that the Supplemental Rule conflicts with any other rule of the Village Council, the Supplemental Rule will control until such time as the emergency that necessitated virtual meetings has ended. The Supplemental Rule hereby applies to all subsidiary boards, committees, and commissions unless and until such boards, committees, and commissions adopt their own rules for public comment at virtual meetings in accordance with Section 2.06(g) of the Act.

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.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this _____ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
March 3, 2020**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, March 3, 2020, at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:03 p.m. Present: Trustees Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: Trustee Robert Apatoff. Also present: Village Manager Robert Bahan, Village Attorney Peter Friedman, Finance Director Tim Sloth, Assistant Public Works Director Jim Bernahl, and 3 persons in the audience.
- 2) Pledge of Allegiance. Trustee Swierk led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) March 10, 2020 Special Meeting. All of the Council members present said they expect to attend.
 - b) March 19, 2020 Rescheduled Regular Meeting. All of the Council members present said they expect to attend.
 - c) April 7, 2020 Regular Meeting. All of the Council members present except Trustee Dearborn said they expect to attend.
- 4) Public Comment.
- 5) Public Hearing Regarding Skokie Playfield Zoning Relief in Conjunction with Village Stormwater Improvements (Public hearing to be continued to March 10, 2020).

President Rintz announced that the Public Hearing which had been advertised and noticed for tonight's meeting would be continued to March 10.

Trustee Coladarci, seconded by Trustee Swierk, moved to continue the Skokie Playfield Zoning Relief Public Hearing to the March 10 Council Meeting. By roll call vote, the motion carried. Ayes: Trustees Dearborn, Coladarci, Cripe, Lanphier, and Swierk. Nays: None. Absent: Trustee Apatoff.

- 6) Reports:
 - a) Trustees.
 - i) Trustee Coladarci reported on the most recent Landmark Preservation Commission meeting.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. President Rintz had the following reports:
 - On February 19, he attended the Streetscape Phase II Open House. Phasing and parking banners were revised as a result of feedback received.

- On February 20, he accompanied Village staff to present the Crow Island Woods stormwater plan; the Skokie Playfield IGA was passed at this meeting.
- On February 21, he met with Village staff to discuss messaging for the Streetscape Phase II project.
- On February 27, he attended a Park Board meeting, where the Crow Island Woods IGA was passed; he also heard a thorough report from the Park District about beach erosion and the high Lake levels.
- He plans to organize quarterly intergovernmental meetings with District 36, New Trier High School and the Library in the near future.
- On March 1, he participated in a conference call with Chicago Mayor Lori Lightfoot to hear updates about the COVID-19 virus and to learn about actions and resources available to municipalities.

7) Approval of the Agenda. Trustee Cripe, seconded by Trustee Coladarci, moved to approve the Agenda. By voice vote, the motion carried.

8) Consent Agenda

a) Village Council Minutes.

i) February 18, 2020 Regular Meeting.

b) Approval of Warrant List dated February 14-27, 2020 in the amount of \$1,038,909.93.

c) Resolution No. R-26-2020: Parkway Tree Planting Contract Extensions (Adoption).

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

9) Ordinances and Resolutions.

a) Resolution No. R-23-2020: 2020 Street Rehabilitation and Public Improvement Project (Adoption). Mr. Bernahl explained that the Village maximizes its construction expenditures by combining water main projects with the annual Street Rehabilitation program, with the cost split between the Public Works and Water Department budgets. The bids received for the 2020 program had a higher than budgeted amount for the water main portion of the work; however, rather than defer these much-needed main replacements, Village staff is recommending taking the \$47,320 overage out of the Water Department capital budget.

The Council discussed the efficacy of the cost projections for the program, as well as the recommended funding scenario. It was confirmed that the reconstruction of the Birch/Spruce Streets parking lot would include permeable paver elements.

There being no public comment, Trustee Dearborn, seconded by Trustee Cripe, moved to adopt Resolution No. R-23-2020. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustee Apatoff.

- b) Resolution No. R-24-2020: Chicagoland Paving Contract for MFT Street Resurfacing (Adoption). Mr. Bernahl explained that the 2020 Street Resurfacing program is paid for with Motor Fuel Tax (MFT) funds. As such, IDOT sets the bidding requirements and only IDOT-approved contractors may bid. Chicagoland Paving was the low bidder for this program, which came in \$5,000 above the MFT funds currently allocated for the project.

Mr. Bernahl noted that 11 years ago, the Village had a bad experience with Chicagoland Paving, and has not used the contractor since that time. However, staffing changes have taken place at the company, and the Village is hopeful the contractor will deliver an acceptable work product.

President Rintz said he expects Village staff to monitor Chicagoland very carefully, as the prior work they did in the Village was entirely objectionable, and their staff was unruly and rude.

There was a discussion about the use of Chicagoland Paving, and Mr. Bernahl explained that since MFT funds are being used for the project, the Village must abide by the bidding process laid out by the State.

Another discussion ensued about the desirability of resurfacing streets that will be torn up again when the stormwater projects commence. It was agreed that the streets in question are in such bad shape that it makes sense to do the work as planned, since the stormwater projects are four or five years in the future.

Trustee Rintz called for public comment.

Ron White, 434 Berkeley Avenue. Mr. White asked about the status of a home that was demolished on the corner of Hibbard Road and Cherry Street.

Dean Nelson, 1191 Elm Street. Mr. Nelson asked the Council to consider making Elm Street just east of Hibbard Road wider for the safety of children biking and walking to school in that area. Next, he distributed photos of a recent water valve project that was necessitated by a sewer line replacement on his street, and he asked for a coordinated process for water line replacement, given that many of the water valves in the Village are old and inoperable.

Trustee Cripe, seconded by Trustee Swierk, moved to adopt Resolution No. R-24-2020. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustee Apatoff.

- c) Resolution No. R-25-2020: Use of Supplemental MFT Funding for Street Resurfacing (Adoption). Mr. Bernahl explained that MFT funding was approved last December for the Street Resurfacing program, but that all bids received were over the approved amount. The Subject Resolution would approve release of another \$5,000 of MFT funding for the project.

There being no public comment or Council discussion, Trustee Dearborn, seconded by Trustee Swierk, moved to adopt Resolution No. R-25-2020. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustee Apatoff.

10) Old Business. None.

11) New Business. None.

11) Appointments:

- a) Trustee Cripe, seconded by Trustee Coladarci, moved to appoint Marcus Buccellato as a Student Liaison to the Environmental & Forestry Commission. By voice vote, the motion carried.
- b) Trustee Lanphier, seconded by Trustee Cripe, moved to appoint Scarlett Harper as a Student Liaison to the Environmental & Forestry Commission. By voice vote, the motion carried.
- c) Trustee Cripe, seconded by Trustee Lanphier, moved to appoint Ted Wynnychenko to a full three-year term to the Environmental & Forestry Commission. By voice vote, the motion carried.

12) Closed Session. Trustee Cripe moved to adjourn into Closed Session to discuss Security Procedures and related matters, pursuant to Section 2c(8) of the Illinois Open Meetings Act. Trustee Swierk seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: Trustee Apatoff. President Rintz announced that the Council would not return to the open meeting after Closed Session. The Council adjourned into Closed Session at 8:08 p.m.

13) Adjournment. Trustee Cripe, seconded by Trustee Dearborn, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:15 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
SPECIAL MEETING
March 10, 2020**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, 7:00, at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:05 p.m. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Village Attorney Ben Schuster, Finance Director Tim Sloth, Community Development Director David Schoon, Assistant Public Works Director Steve Saunders, and approximately six persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the Council in the pledge of allegiance.
- 3) Public Comment. None.
- 4) Reports:
 - a) Trustees: Trustee Lanphier said concerns about the spread of COVID-19 are prompting her to cancel Community Conversations until further notice.
 - b) Village Attorney. None.
 - c) Manager: Manager Bahan welcomed the Village's new Assistant Village Manager, Kristin Kazenas.
 - d) President: President Rintz noted that he and Manager Bahan have participated in several conference calls about COVID-19, and it is becoming increasingly clear that there is a lack of leadership at the national level to deal with this crisis. He urged the community to consider its responsibilities to others and for everyone to do their part to suppress transmission of the virus. He noted that it would be irresponsible to hold the upcoming Winnetka Futures Open House at the North Shore Country Day School, and the event has been cancelled. He encouraged the Winnetka community to educate itself about the facts of COVID-19 and to choose a wise course of action. Finally, he said the Village is thinking carefully about the concept of public meetings, and he invited community input on the issue.
- 5) Park District Stormwater Intergovernmental Agreements.

President Rintz stepped down from the dais to give the stormwater IGA presentations. He thanked the Park Board, Village Staff, and Trustee Cripe for working on the terms of agreements that will benefit the entire community. After giving a recap of the Forest Preserves wetlands detention stormwater project, he reviewed key points from the Memorandum of Understanding with Cook County. Next, he reviewed the proposed improvements to the golf course and Little Duke field, followed by key provisions of the IGA.

After a brief Q&A with the Council, President Rintz reviewed the Crow Island Park stormwater project, which was redesigned after neighbors objected to the creation of a wetland and pond in the existing park. He explained that the new plan provides a stormwater route that leaves intact the Oak savannah on the park property. After he reviewed the key terms of the IGA, the Council briefly discussed the project.

- 6) Resolution No. R-27-2020: Intergovernmental Agreement with Park District for Stormwater Improvements at Skokie Playfield (Adoption).

Trustee Cripe, seconded by Trustee Swierk, moved to adopt Resolution No. R-27-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- 7) Public Hearing: Skokie Playfields Zoning Relief. Mr. Schoon summarized the process to provide zoning relief associated with the Park District stormwater project in the event the Park District moves forward with Skokie Playfield improvements. He noted that the Park District would still need final approval from the Village Council for any specific plan that it develops, but it desired assurances on setbacks in order to plan more effectively.

After a brief discussion, Costa Kutulas, Superintendent of Parks, answered a few questions from the Council. Mickey Archambault, Park Board President, commended Mr. Kutulas for his work on the IGA, and thanked Park Commissioner Warren James for suggesting that the Village and Parks include the golf course in the stormwater improvement project.

The Council members thanked the Park District for its cooperation, noting that the IGA benefits all of the Village's taxpayers and saves them money on much needed public projects.

- a) Resolution No. R-28-2020 - Skokie Playfields Zoning Relief in Conjunction with Village Stormwater Improvements (Adoption).

Trustee Apatoff, seconded by Trustee Dearborn, moved to adopt Resolution No. R-28-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- 8) Resolution No. R-29-2020: Intergovernmental Agreement with Park District for Stormwater Improvements at Crow Island Park (Adoption).

Trustee Cripe, seconded by Trustee Swierk, moved to adopt Resolution No. R-29-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- 6) Closed Session. Trustee Dearborn moved to adjourn into Closed Session to discuss Security Procedures and Related Matters, pursuant to Section 2c(8) of the Illinois Open Meetings Act. Trustee Lanphier seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

President Rintz announced that the Council would not return to the open meeting after Closed Session. The Council adjourned into Closed Session at 8:30 p.m.

- 7) Adjournment. Trustee Cripe, seconded by Trustee Lanphier, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:07 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
EMERGENCY MEETING
March 17, 2020**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, March 17, at 3:00 p.m.

1) Call to Order. President Rintz called the meeting to order at 3:04 p.m. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, and John Swierk. Absent: Trustees Robert Dearborn and Penfield Lanphier. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and no persons in the audience.

2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.

3) Public Comment. None.

President Rintz noted that this Emergency Meeting was being held to ensure the Village's employees and vendors can be taken care of in the current emergency situation, as well as potential future ones.

4) Approval of Warrant List dated February 28 - March 12, 2020 in the amount of \$ 283,343.12.

Trustee Coladarci, seconded by Trustee Cripe, moved to approve the Warrant List dated February 28 - March 12, 2020 in the amount of \$283,343.12. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, and Swierk. Nays: None. Absent: Trustees Dearborn and Lanphier.

5) Ordinances and Resolutions.

a) Resolution No. R-34-2020: A Resolution Approving a Policy Concerning Attendance at Village Meetings by Video or Audio Conference (Adoption). President Rintz explained that the emergent situation with the Covid-19 outbreak has prompted the Village to review its policy for electronic attendance at public meetings, both in emergency situations and during normal times.

Attorney Friedman said the Open Meetings Act provides for electronic participation of public meetings; however, each municipality has to set out a policy for doing so. He has prepared a standard policy to allow electronic participation of absent board members under three very specific situations where a member is unable to participate: (i) personal illness or disability; (ii) employment reasons, i.e. travel, or the member is doing business for the public body; and (iii) family or other emergency. The policy authorizes no more than four electronic participations per term of each elected/appointed officer.

Attorney Friedman reviewed the procedures for electronic participation and noted that the policy also applies to the Village's advisory Boards and Commissions.

After a brief discussion about the electronic attendance policy, the Trustees agreed that the draft policy is a good first step which can be modified by the current or future Councils.

Trustee Cripe, seconded by Trustee Apatoff, moved to adopt Resolution No. R-34-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, and Swierk. Nays: None. Absent: Trustees Dearborn and Lanphier.

- b) Ordinance No. MC-2-2020: An Ordinance Amending Section 3.32.010 of the Winnetka Village Code Regarding Civil Emergencies (Introduction/Adoption). Attorney Friedman explained that the Village's emergency code needs updating. The current pandemic prompted action on some specific items; however, a complete overhaul of the code will not be undertaken at this time. He reviewed the proposed changes: (i) fully defines an emergency/disaster to include the appearance of a novel or uncontrolled infectious agent or biological toxin; (ii) clarifies the emergency powers of the Village President during a civil emergency; and (iii) grants extraordinary powers to the Village President during a civil emergency to protect the health, safety, and welfare of Village residents and employees.

Attorney Friedman noted that, to limit the President's power, the term of an emergency declaration is seven days or until the adjournment of the next regular Council meeting. He explained that since the Council is not expected to meet again in the next seven days, he recommends extending the President's emergency powers until the adjournment of the next Council meeting.

The Trustees discussed the Code amendments, clarifying that if the President is incapacitated during a civil emergency, the President Pro Tem would take charge. It was also confirmed that the emergency declaration would automatically terminate at the end of the next Council meeting.

Trustee Cripe suggested a change to §3.32.010.J.3(a) in the interest of clarity, so that a clause at the end of (a) would appear under §3.32.010.J.3. The Council agreed with his recommendation.

Trustee Coladarci, seconded by Trustee Swierk, moved to waive introduction of Ordinance No. MC-2-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, and Swierk. Nays: None. Absent: Trustees Dearborn and Lanphier.

Trustee Cripe, seconded by Trustee Swierk, moved to amend Ordinance No. MC-2-2020 so the clause at the end of §3.32.010.J.3(a) which reads as follows: *as deemed necessary by the Village President in the interest of the public safety and welfare* be moved to §3.32.010.J.3 in front of the clause *issue orders to implement any or all of the following*. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, and Swierk. Nays: None. Absent: Trustees Dearborn and Lanphier.

Trustee Swierk, seconded by Trustee Cripe, moved to adopt Ordinance No. MC-2-2020 as amended. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, and Swierk. Nays: None. Absent: Trustees Dearborn and Lanphier.

- c) Village President Executes a Declaration of Emergency. Attorney Friedman reviewed the three specific orders of the Declaration of Emergency: (i) emergency purchasing provisions; (ii) emergency staffing provisions; and (iii) cooperation with other government agencies.

President Rintz signed the Declaration of Emergency.

- d) Motion to Extend the Duration of the Declaration of Emergency.

Attorney Friedman explained that the Subject Motion would extend the emergency declaration and orders until after the next Council meeting, since the declaration will otherwise expire after seven days.

Trustee Cripe, seconded by Trustee Coladarci, moved that the duration of the declaration of civil emergency executed by the Village President on this date, and any additional emergency regulations and orders in furtherance of that declaration, shall be extended until the date that is seven days from the date of this motion or until the adjournment of the next regular, special, or emergency meeting of the Council, whichever occurs later. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, and Swierk. Nays: None. Absent: Trustees Dearborn and Lanphier.

By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, and Swierk. Nays: None. Absent: Trustees Dearborn and Lanphier.

- 6) Old Business. None.
- 7) New Business. None.
- 8) Adjournment. Trustee Coladarci, seconded by Trustee Cripe, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 3:37 p.m.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated March 13 - April 2, 2020

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 04/21/2020

Consent: YES NO

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

Item History:

None.

Executive Summary:

The Warrant List dated March 13 - April 2, 2020 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated March 13 - April 2, 2020.

Attachments:

None.



Agenda Item Executive Summary

Title: Approval of Warrant List Dated April 3-16, 2020

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 04/21/2020

Consent: YES NO

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

Item History:

None.

Executive Summary:

The Warrant List dated April 3-16, 2020 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated April 3-16, 2020.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-30-2020: Health Services Professionals - Professional Services Agreement (Adoption)

Presenter: Brian Norkus, Assistant Director of Community Development

Agenda Date: 04/21/2020

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

Consent: YES NO

Item History:

Between 2006 and 2017 the Village contracted with the Village of Wilmette for food safety and sanitation services. In 2017, the agreement with Wilmette was terminated following the announcement that their food service inspector, Lynn Hoette, was forming her own food safety consulting firm, Health Services Services Professionals, Inc. At that time, the Village of Winnetka entered into a three-year agreement with Health Services Professionals, Inc. to provide equivalent inspection services at a cost of \$15,000 per year. The 2017 agreement expires on May 31, 2020.

Executive Summary:

Food safety and sanitation inspection services performed by the Village include a) regular periodic inspections of existing restaurants, food stores and schools, b) plan review and inspection services for new food service establishments, and c) review and inspection of itinerant temporary food vendors for events (including but not limited to events such as Chamber sidewalk sale and the Winnetka Children's Fair). Approximately 52 facilities in the Village are inspected each year, with frequency of inspections (1-3 times per year) based on risk factors.

Health Inspection Professionals, Inc. (HIP) has proposed to continue to provide sanitation services to the Village. Under the proposed Professional Services Agreement, the same scope of services would be provided as under the current agreement with at a cost of \$15,900 per year (an annual increase of \$900 compared to the prior agreement). HIP provides timely, thorough and professional inspection services with respect to both regular inspections and unscheduled events. HIP has also provided a tremendous assistance to the Village in its efforts to assist new food service businesses in setting up in the Village.

Food safety and sanitarian services are a very unique service with very limited third-party providers. Currently, HIP also provides services to these other area communities: Glencoe, Northfield, Northbrook, Kenilworth, and Wilmette, as well as six other metro communities.

Recommendation:

Consider approving Resolution No. R-30-2020 (Attachment A), authorizing the Village President and Village Clerk to execute a three-year Professional Services Agreement with Health Inspection Professionals Inc. to provide sanitation services as outlined in the attached agreement (Attachment B).

Attachments:

Attachment A – Resolution No. R-30-2020 - A Resolution Waiving Bidding and Approving an Extension to an Agreement with Health Inspection Professional, Inc. for Health Inspections and Plan Review Services.

Attachment B – First Extension to Professional Services Agreement with Health Inspection Professionals Proposal dated February 24, 2020.

RESOLUTION NO. R-30-2020

**A RESOLUTION WAIVING BIDDING AND
APPROVING AN EXTENSION TO AN AGREEMENT
WITH HEALTH INSPECTION PROFESSIONALS, INC. FOR
HEALTH INSPECTION AND PLAN REVIEW SERVICES**

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

WHEREAS, the Village desires to obtain professional health inspection and plan review services in connection with new and existing food service establishments in the Village (“*Services*”); and

WHEREAS, on May 16, 2017, pursuant to Resolution R-40-2017, the Village approved an agreement with Health Inspection Professionals, Inc. (“*Consultant*”) for the performance of the Services for an initial period of July 1, 2017 through May 31, 2020 (“*Agreement*”); and

WHEREAS, the Consultant submitted a proposal to the Village to extend the Agreement for the performance of the Services for an additional three-year term, in an amount not to exceed \$15,900 per year, for a total, not to exceed amount of \$47,700; and

WHEREAS, the Village has been satisfied with the Services provided by the Consultant and desires to approve an extension to the Agreement for the performance of the Services for an additional three-year term, in an amount not to exceed \$15,900 per year, for a total, not to exceed amount of \$47,700 (“*Agreement Extension*”); and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Agreement Extension with Consultant;

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

SECTION 3. APPROVAL OF AGREEMENT EXTENSION. The Village Council hereby approves the Agreement Extension for an additional three-year period to expire on May 31, 2023 in an amount not to exceed \$15,900 per year, for a total, not to exceed amount of \$47,700.

SECTION 4. AUTHORIZATION TO EXECUTUE AGREEMENT EXTENSION.

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

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

ADOPTED this ___ day of ____, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

**FIRST EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT
FOR PLAN REVIEW AND INSPECTION SERVICES WITH
HEALTH INSPECTION PROFESSIONALS, INC.**

THIS FIRST EXTENSION (“*First Extension*”) is made as of this ____ day of _____, 2020 (“*Execution Date*”) by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (“*Village*”), and **HEALTH INSPECTION PROFESSIONALS, INC**, an Illinois corporation (“*Consultant*”).

WITNESSETH:

WHEREAS, the Consultant provides health inspection and plan review services; and

WHEREAS, the Village and Consultant entered into that certain Professional Services Agreement dated as of May 16, 2017 (the “*Agreement*”), pursuant to which the Consultant has provided health inspection and plan review services in the Village (“*Services*”); and

WHEREAS, the Agreement is set to expire on May 31, 2020 and the Consultant has submitted a proposal to continue performing the Services in the Village for an additional three-year term (“*Proposal*”), which Proposal is attached and incorporated into this First Extension as **Exhibit A**; and

WHEREAS, the Village and Consultant desire to extend the Agreement in accordance with the terms and pricing of Exhibit A;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Consultant hereby covenant and agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Section 1.

2. Extension to the Agreement. Pursuant to Section 2.B. of the Agreement, the Agreement is hereby extended for a period commencing on June 1, 2020 and ending on May 31, 2023 unless sooner terminated pursuant to the terms of the Agreement. Upon its expiration, the Parties may, but are under no obligation to, extend this First Extension by mutual written agreement of both Parties.

3. First Extension Amount. The Village agrees to pay for any Services rendered by Consultant in accordance with the fee schedule attached to this First Extension (Exhibit A). The total amount paid by the Village for the Services shall not exceed the amount identified in Exhibit A. No claim for additional compensation shall be valid unless made in accordance with Sections 4.D or 3.E of the Agreement.

4. Counterparts. To facilitate execution of this First Extension, this First Extension may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this First Extension, will constitute a complete and

fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by pdf transmission.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the Execution Date first above written.

VILLAGE OF WINNETKA

By: _____
Its: _____

HEALTH INSPECTION PROFESSIONALS, INC,
An Illinois corporation

By: _____
Its: _____

EXHIBIT A
PROPOSAL

Health Inspection Professionals, Inc.

411 E. Central Ave.
Lombard, IL 60148
630 222-9359
healthinspectpros@gmail.com

February 24, 2020

David Schoon-Community Development Director
Village of Winnetka
510 Green Bay Rd.
Winnetka, IL 60093

Proposal for Health Inspection Services for the Village of Winnetka

Dear David,

Health Inspection Professionals, Inc. agrees to perform the following services:

- Conduct routine inspections of food establishments which meets or exceeds State of Illinois standards (generally this will be 3 annual inspections for high-risk establishments, 2 inspections for medium-risk and 1 inspection for low-risk)
- As necessary, perform all follow-up inspections to ensure compliance
- Complete emergency and complaint inspections as necessary
- Inspect special and temporary events as necessary
- Perform all plan review and inspectional services for new food establishments or remodels
- Respond to questions from existing and potential business owners
- Provide technical assist to Village staff with preparation of Village code amendments regarding food safety and food establishments
- When necessary, appear in court on the Village's behalf regarding food safety code compliance issues

The fee for services will be \$15,900 annually from July 1, 2020 – June 30, 2023 which will be billed quarterly as outlined in Attachment A to this proposal.

Sincerely,

Lynn Hoette
President

EXHIBIT A

Village of Winnetka Contract attachment:

Fee schedule for Health Inspection Services (Exhibit A):

Payment is due within 30 days of invoice.

January 1-March 31=\$3,975

April 1-June 30=\$3,975

July 31-September 30=\$3,975

October 1-December 31=\$3,975



Agenda Item Executive Summary

Title: Resolution No. R-31-2020: Purchase of Police Vehicle (Adoption)

Presenter: Marc Hornstein, Chief of Police

Agenda Date: 04/21/2020

Consent: YES NO

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

Item History:

The Police Department is equipped with a fleet of vehicles manufactured by Chrysler / Dodge, General Motors, and Ford Motor Companies. Some vehicles are purchased primarily for marked patrol and others are purchased for unmarked administrative and investigative duties.

Executive Summary:

The department maintains a mixed-fleet of marked patrol vehicles rather than just one type of vehicle. A mixed-fleet enables more flexibility and safeguards against manufacturing disruptions and recalls.

For this replacement, the department is seeking to purchase a 2020 Ford Explorer equipped with four wheel drive. The vehicle is equipped with several important safety features such as roll stability control, terrain management, four wheel disc brakes with anti-lock brake system, hill descent control, and reverse sensing system. The Ford Explorer will be used as an administrative vehicle and also has the necessary storage capacity to be used as a secondary command post should the need arise. The new vehicle replaces a 2014 Ford Taurus with over 100,000 miles.

Once the Village receives the 2020 Ford Explorer, it will be outfitted with appropriate police equipment and communication systems making it ready for service. The build cost estimate is \$8,000.00 and falls within the purchasing authority of the Village Finance Director.

The 2020 Ford Explorer is available through the NWMC Suburban Purchasing Cooperative specified to the needs of the department for \$34,303.00. The FY 2020 Vehicles, Parts and Equipment budget was funded at \$113,700.00 (account #100.26.01-542). Staff budgeted for the replacement of two vehicles for FY2020. This was a reduction from the FY 2019 budget where three vehicles were budgeted and purchased. This purchase fulfills the second vehicle allocated within the current budget.

Recommendation:

Consider approving purchase of a 2020 Ford Explorer for \$34,303.00.

Attachments:

- 1) Resolution No. R-31-2020
- 2) Kunes Country Ford of Antioch, Northwest Municipal Conference, Suburban Purchasing Cooperative Order Form
- 3) Purchase Request Memorandum

RESOLUTION NO. R-31-2020

**A RESOLUTION APPROVING THE PURCHASE
OF A POLICE VEHICLE FROM KUNES COUNTRY FORD OF ANTIOCH**

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 of Winnetka ("**Village**") is a member of the Northwest Municipal Conference ("**NWMC**"), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry; and

WHEREAS, the Village participates in the NWMC Suburban Purchasing Cooperative ("**SPC**"), which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in significant savings for the Village; and

WHEREAS, the Village Police Department ("**Department**") has identified the need to replace an existing vehicle with a 2020 Ford Explorer vehicle ("**New Vehicle**"); and

WHEREAS, the SPC sought bids for the award of a contract for the purchase of the New Vehicle ("**Purchase Contract**"); and

WHEREAS, the SPC identified Kunes Country Ford of Antioch, Illinois ("**Kunes**"), as the low responsible bidder for the Purchase Contract with a purchase price of \$34,303.00; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase a New Vehicle from Kunes, in the amount of \$34,303.00, in accordance with the SPC and the Purchase Contract;

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

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

SECTION 2. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the New Vehicle from Kunes, in the total amount of \$34,303.00, in accordance with the SPC and the Purchase Contract.

SECTION 3. AUTHORIZATION TO PURCHASE. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to purchase the New Vehicle from Kunes in an amount not to exceed \$34,303.00.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this ____ day of ____, 2020, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk



2020 Ford Explorer 4-Door
Contract # 191



Kunes Country Ford of Antioch
www.antiochford.com



GOOD THRU: November 21, 2020

Tony Walus: (847) 838-7511 | tony.walus@kunescountry.com

Contract # 191



Kunes Country Ford of Antioch SPC

Contract Winner

2020 Ford Explorer 4-Door

Contact: Tony Walus (847) 838-7511

tony.walus@kunescountry.com

Standard Package: **\$25,415**

**Warranty: 3-Year 36,000-mile Limited Bumper to Bumper
5-year 60,000-mile Powertrain**

<p>MECHANICAL</p> <ul style="list-style-type: none"> • Electric Parking Brake • Engine – 2.3L EcoBoost® I-4 with Auto Start-Stop Technology • Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS) • Standard-Duty Front and Rear Brake Calipers • Transmission – 10-Speed Automatic with SelectShift® Capability (includes Active Transmission Warm-Up (ATWU)) <p>EXTERIOR</p> <ul style="list-style-type: none"> • 18.6 Gallon Fuel Tank • Active Grille Shutters (Not available with the Fleet Only optional) <ul style="list-style-type: none"> • 3.3L Ti-VCT V6 FFV Engine on Base) • Black – Molded-in-Color <ul style="list-style-type: none"> — Door Handles — Grille — Lower Bodyside Cladding — Wheel Lip Molding • Body-Color <ul style="list-style-type: none"> — Bumpers, Front and Rear (Body-Color Upper, Black Lower) — Rear Spoiler • Chrome Liftgate Appliqué • Configurable Daytime Running Lamps (DRL) (Activates LED Low Beam Headlamps with Courtesy Delay) • Easy Fuel® Capless Fuel Filler • Front Air Curtain 	<p>INTERIOR/COMFORT</p> <ul style="list-style-type: none"> • Black Metallic Center Stack • Center Floor Console – Front <ul style="list-style-type: none"> — Armrest — Storage Bin • Climate Control <ul style="list-style-type: none"> — Tri-Zone Electronic Temperature Control — Cabin Particulate Air Filter — Rear Auxiliary Controls • Cruise Control • Cupholders – 10 • Door-Sill Scuff Plates, Front and Rear – Black Molded-in-Color <ul style="list-style-type: none"> • (MIC), embossed with “EXPLORER” • Driver and Front Passenger Seat Back Map Pockets • Driver’s Side Footrest • Floor Mats – Black Carpet, Front and Second Rows • Grab Handles – Front-Passenger; Second Row – two (2), includes Coat Hooks • Illuminated Visor Vanity Mirrors (Driver and Front Passenger) • Instrument Panel Appliqués – Ebony • Instrument Panel Cluster <ul style="list-style-type: none"> — 4.2” Color LCD Productivity Screen — Message Center — Outside Temperature Display — Trip Computer • Lighting <ul style="list-style-type: none"> — Front Overhead Console Mounted Map Lights — Illuminated Entry System — Rear Cargo Area Light — Second and Third Row Dome Lights
--	---

Contract # 191

- LED Taillamps with Amber Turn Signals *

EXTERIOR (continued)

- Power Liftgate
- Privacy Glass – Second Row, Third Row and Liftgate
- Roof-Mounted Antenna
- Tires
 - P255/65R18 All-Season (A/S) BSW
 - Mini Spare
- Wheels – 18" Painted Aluminum
- Wipers
 - Windshield – Variable Intermittent/Continuous
 - Rear Window – Single-Speed Intermittent/Continuous

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - First Row: Driver and Passenger Dual-Stage Front, Frontseat Side and Driver/Passenger Knee
 - All Rows: Safety Canopy® Side-Curtain with Rollover Sensor
- Center High-Mounted Stop Lamp (CHMSL)
- Curve Control
- Day/Night Rearview Mirror – Manually Adjustable
- Door Locks, Power
 - Auto lock/Auto unlock
 - Child-Safety Rear
- Head Restraints
 - Four-Way Manually Adjustable Driver and Front-Passenger
 - (Two-way up/down when Dual-Headrest Rear Seat Entertainment System (50S) is ordered)
 - Two-Way Manually Adjustable Second and Third Row (Left and Right; Second Row Center Head Restraint is fixed position)
- Headlamps
 - LED Low and High Beams with Courtesy Delay
 - Wiper-Activated
- Hooks
 - Cargo Net – Four (4)
 - Load Floor Tie-Down – Four (4)
- Individual Tire Pressure Monitoring System (ITPMS)
- LATCH (Lower Anchors and Tether Anchors for Children) on Second and Third Row Outboard Seating Positions

INTERIOR/COMFORT (continued)

- Locking Glove Box
 - Overhead Console with Sunglasses Storage
- Powerpoints (12V) – five (5)
 - Front row; one (1) in Media Hub, one (1) in center console
 - Second row; two (2) in rear section of center console
 - Rear Cargo Area; one (1)
- Rotary Gear Shift Dial
- Seats
 - Cloth
 - Front Row Captain's Chairs
 - 8-way Power Driver's Seat (includes Power Recline)
 - 4-way Manual Front Passenger (Fore/Aft, Recline)
 - Second Row – 35/30/35* Split-Fold-Flat and Reclining Outboard Seats with E-Z Entry¹ (Manual fore/aft adjustable seat on "35" section only)
 - Third Row – 50/50 Split-Fold-Flat (Manual)
- Steering Column – Manual Tilt/Telescoping
- Steering Wheel with Mounted Features
 - 5-Way Controls
 - Audio Controls
 - Cruise Controls
 - Paddle Shifters
- Windows, Power – Front and Rear. Front Row One-TouchUp/Down Feature (door mounted controls).

SAFETY/SECURITY (continued)

- Rear-Window Defroster and Washer
- Safety Belts
 - Front Row – Belt-Minder® (Front Safety Belt Reminder)
 - Front Row – Adjustable Height
 - Second Row – Outboard and Center Seat Shoulder
 - Third Row – Outboard
- SecuriLock® Passive Anti-Theft System (PATS) (Explorer Base Series Only)
- SOS Post-Crash Alert System™

DRIVER ASSIST TECHNOLOGY

- Auto Hold
- Ford Co-Pilot360™
 - Auto High-Beam Headlamps
 - BLIS® (Blind Spot Information System) with Cross-Traffic Alert⁴
 - Lane-Keeping System
- Lane-Keeping Alert
- Lane-Keeping Assist
- Driver Alert
 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Pedestrian Detection
- Forward Collision Warning
- Dynamic Brake Support
 - Rear View Camera⁵
- Headlamps – Autolamp (Automatic On/Off)
- Hill Descent Control™ (4x4 Only)
- Hill Start Assist
- Post-Collision Braking

<ul style="list-style-type: none"> ● Mirrors, Sideview – Power Glass, Manual-Folding and Black Molded-in-Color Caps² ● MyKey® ● Personal Safety System™³ ■ E-Z Entry is manually activated ● BLIS® (Blind Spot Information System) with Cross-Traffic Alert is included in the Ford Co-Pilot360™ ● Personal Safety System™ for driver and front passenger includes dual-stage front airbags, safety belt pretensioners, safety belt energy-management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front-Passenger Sensing System. 	<ul style="list-style-type: none"> ● Reverse Sensing System ● Side-Wind Stabilization ● Trailer Sway Control
<p>FUNCTIONAL</p> <ul style="list-style-type: none"> ● 3.58 Non-Limited-Slip Rear Axle <ul style="list-style-type: none"> ● BLIS® (Blind Spot Information System) with Cross-Traffic Alert and Trailer Coverage when Class III Trailer Tow Package (52T) is selected ● With Backup Assist Grid Lines and Washer ● ● Audio <ul style="list-style-type: none"> — AM/FM Stereo — MP3 Capable — Six (6) Speakers — Speed-Compensated Volume — SiriusXM® Radio ❖ Note: Includes a six (6)-month prepaid subscription. Service is not available in Alaska and Hawaii. ❖ Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc 	<p>FUNCTIONAL (continued)</p> <ul style="list-style-type: none"> ● Battery Saver ● Compass ● EcoCoach (efficient driving assistant) ● Electric Power-Assisted Steering (EPAS) ● Engine Oil Cooler ● ★ FordPass Connect™ <ul style="list-style-type: none"> — 4G LTE Wi-Fi hotspot connects up to 10 devices⁶ — Remotely start, lock and unlock vehicle⁷ — Schedule specific times to remotely start vehicle⁷ — Locate parked vehicle⁷ — Check vehicle status⁷ ❖ Note: Ford Telematics™ and Data Services Prep included for Fleet ONLY. FordPass Connect™ 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at <ul style="list-style-type: none"> ■ www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673) ● Front and Rear Stabilizer Bars ● Independent Front and Rear Suspension ● Intelligent Oil-Life Monitor® ● Keyless-Entry Integrated Key Transmitter Remotes – Two (2) ● SYNC® 3 <ul style="list-style-type: none"> — Enhanced Voice Recognition Communications and Entertainment System — 8" LCD Capacitive Touchscreen in Center Stack with Swipe Capability — Pinch-to-Zoom capability included when equipped with available Voice-Activated Touchscreen Navigation System ❖ (Navigation is included in the Ford Co-Pilot360™ Assist+ (65S)) — Applink® — 911 Assist® — Apple CarPlay® and Android Auto™ Compatibility — Smart-Charging Multimedia USB Ports – One (1) in the Media Hub and one (1) in the Main Blin <p>4WD MODELS INCLUDE:</p> <ul style="list-style-type: none"> ● Intelligent 4WD ● Terrain Management System™

Optional Equipment Packages & Other Options

	ITEM/DESCRIPTION	Code	Price
<input type="checkbox"/>	Explorer RWD	K7B	N/C
<input type="checkbox"/>	Explorer 4WD	K8B	\$3,219
<input type="checkbox"/>	Explorer XLT RWD	K7D	\$5,642
<input checked="" type="checkbox"/>	Explorer XLT 4WD	K8D	\$7,416
<input type="checkbox"/>	Explorer Limited RWD	K7F	\$16,308
<input type="checkbox"/>	Explorer Limited 4WD	K8F	\$17,283
<input type="checkbox"/>	Explorer Limited Hybrid RWD	K7F	\$18,990
<input type="checkbox"/>	Explorer Limited Hybrid 4WD	K8F	\$21,940
<input checked="" type="checkbox"/>	Extra Keys		\$295
<input checked="" type="checkbox"/>	2.3L I-4 EcoBoost Engine w/ Auto Start-Stop Technology. 10-Speed Automatic Transmission w/ SelectShift Capability	99H/44T	STD
	FREE STANDING PACKAGES & OPTIONS (FSO)		
<input type="checkbox"/>	Floor Liners (Front & 2 nd Row)	16N	\$115
<input type="checkbox"/>	Class III Trailer Tow Package. NOTE: Contains Cargo Area Management System	52T	\$667
<input checked="" type="checkbox"/>	Comfort Pkg (XLT)	65W	\$697
	FLEET ONLY OPTIONS (Requires Valid FIN Code)		
<input type="checkbox"/>	Daytime Running Lamps (DRL) (Non-Configurable) NOTE: Replaces the Standard Configurable Daytime Running Lamps (DRL)	942	\$42
<input type="checkbox"/>	Engine Block Heater	41H	\$85

	FACTORY INVOICED ACCESSORIES (FIA)		
	Shipped separately from the vehicle for Dealer Installation		
<input checked="" type="checkbox"/>	Cargo Mat	85W	\$95
<input type="checkbox"/>	Roof-Rail Crossbars(XLT/ Limited)	50N	\$306
<input type="checkbox"/>	Splash Guards	50M	\$193
	Available Dealer Options		

Contract # 191

<input checked="" type="checkbox"/>	Deep Tray-Style All-Weather Floor Mats		\$225
<input type="checkbox"/>	Undercoating		\$325
<input type="checkbox"/>	Rustproofing		\$325
<input type="checkbox"/>	Service Manual (CD Rom or USB Drive)		\$295
	COLOR & TRIM AVAILABILITY		
<input type="checkbox"/>	Sandstone	7N	N/C
<input type="checkbox"/>	XLT Sandstone	8N	N/C
<input type="checkbox"/>	XLT Ebony	86	N/C
<input type="checkbox"/>	XLT 202A Sandstone	SN	N/C
<input checked="" type="checkbox"/>	XLT 202A Ebony	S6	N/C
<input type="checkbox"/>	Cloth Front Captain's Chairs w/ 8-way Power Driver & 4-way Manual Passenger. 2 nd Row 35/30/35 Split-Fold-Flat and Reclining with E-Z Entry, 3 rd Row 50/50 Split-Fold-Flat.	17U	XLT ONLY \$495
	PAINT		
<input type="checkbox"/>	Blue Metallic	FT	\$0
<input type="checkbox"/>	Magnetic Metallic	J7	\$0
<input type="checkbox"/>	Iconic Silver Metallic	JS	\$0
<input checked="" type="checkbox"/>	Agate Black Metallic	UM	\$0
<input type="checkbox"/>	Oxford White	YZ	\$0
<input type="checkbox"/>	Silver Spruce Metallic (XLT/Limited)	BN	\$0
<input type="checkbox"/>	Atlas Blue Metallic (XLT/Limited)	B3	\$0
<input type="checkbox"/>	Rapid Red Metallic Tinted Clear Coat (XLT/ Limited)	D4	\$375
<input type="checkbox"/>	Rich Cooper Metallic Tinted Clear Coat (XLT/ Limited)	B6	\$375
<input type="checkbox"/>	Star White Tri-coat (XLT/ Limited)	AZ	\$565
	EMISSIONS STANDARD/OPTIONAL EQUIPMENT		
<input checked="" type="checkbox"/>	50 State Emissions System Standard equipment in all states.	425	STD
<input checked="" type="checkbox"/>	FRONT LICENSE PLATE BRACKET Standard in states requiring two license plates and optional to all others.	153	STD
	MISCELLANEOUS		
<input type="checkbox"/>	COV Required	79V	N/C

Contract # 191

<input type="checkbox"/>	Priced DORA	C09	N/C
<input type="checkbox"/>	TYPE OF PLATES		
<input checked="" type="checkbox"/>	New Plates & Title (please choose below)		\$160
<input type="checkbox"/>	Municipal		N/C
<input type="checkbox"/>	Fire		N/C
<input type="checkbox"/>	Police		N/C
<input type="checkbox"/>	Delivery		
<input checked="" type="checkbox"/>	Delivery within 50 miles		N/C
<input type="checkbox"/>	Delivery > 50 miles		\$100
<input type="checkbox"/>	Extended Service Contracts		
<input type="checkbox"/>	3 YR/100,000 Powertrain Care		\$1,460
<input type="checkbox"/>	3 YR/100,000 Base Care		\$1,535
<input type="checkbox"/>	3 YR/100,000 Premium Care		\$1,935
<input type="checkbox"/>	6YR/00,000 Powertrain Care		\$1,575
<input type="checkbox"/>	6 YR/100,000 Base Care		\$1,675
<input type="checkbox"/>	6 YR/100,000 Premium Care		\$2,150
	Total Vehicle Price \$ <u>34,303.00</u>		
	Quantity <u>1</u>		
	Total Order \$ <u>34,303.00</u>		

Contract # 191



Please Enter the following:

Agency Name & Address:

Winnetka Police Department

410 Green Bay Road

Winnetka, IL 60093

Contact Name:

Brian O'Connell

Phone Number:

847-716-3401 (office) or 847-878-2019 (cell)

Purchase Order Number:

TBD

Total Dollar Amount:

34,303.00

Total Number in Units:

1

Delivery Address:

410 Green Bay Road

Winnetka, IL 60093

Please submit P.O. & Tax-Exempt letter with Vehicle Order:

Kunes Country Ford of Antioch

104 Route 173

Antioch, IL 60002

Contact: Tony Walus

Contract # 191

Phone: (847) 838-7511
Fax: (847) 838-9206
tony.walus@kunescountry.com

IF WE HAVE MISSED AN OPTION OR TO DISCUSS FINANCE OPTIONS,
PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY CAN BE VIEWED ON OUR
WEBSITE WWW.ANTIOCHFORD.COM

Contract # 191

WINNETKA POLICE DEPARTMENT

MEMORANDUM

February 25, 2020

To: Chief Hornstein

From: SGT Larson

Subject: Purchase of 2020 Ford Explorer

It is my recommendation to purchase a 2020 Ford Explorer 4WD XLT to replace a 2014 Ford Taurus with 102,000 miles. The vehicle can be purchased from Kunes Country Ford of Antioch through the Suburban Purchasing Cooperative Contract. The following is a cost and option break down:

Base vehicle contract price including factory destination charge and delivery to the village	\$25,415.00
Comfort Package (XLT)	\$697.00
XLT Package (202A) Package	\$7,416.00
Deep Tray All Weather Mats	\$225.00
Rear Cargo Mat	\$95.00
Extra Keys	\$295.00
Title and Registration	\$160.00
Total	<u>\$34,303.00</u>

Respectfully Submitted


SGT Karl Larson # 407



Agenda Item Executive Summary

Title: Resolution No. R-33-2020: Sidewalk and Curb Replacement Program (Adoption)

Presenter: James Bernahl, Assistant Director of Public Works and Engineering

Agenda Date: 04/21/2020

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

Consent: YES NO

Item History:

2020 Budget Item.

Executive Summary:

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

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

Schroeder & Schroeder has provided a proposal to extend the 2019 contract, maintaining the unit costs of that contract. Due to the favorable numbers received staff is recommending that the Village Council consider waiving the bidding process and accept this contract extension with Schroeder & Schroeder. Staff has confirmed that the other communities that participated in this bidding will be recommending the same approach. Schroeder & Schroeder has successfully completed concrete replacement projects for Winnetka and other communities in the past, and has performed their work to the satisfaction of the Village.

The FY 2020 Budget (account #100-30-01-650) contains \$150,000 for sidewalk work - \$120,000 for replacement and \$30,000 for new sidewalk. Village staff will adjust its quantities, as necessary, in order to stay within the budgeted amount of \$120,000 for replacement.

Recommendation:

Consider waiving the bidding process and adopting Resolution No. R-33-2020 awarding the Village of Winnetka's portion of the 2020 Sidewalk and Curb Replacement Program to Schroeder & Schroeder, Inc. for a total amount not to exceed \$120,000.

Attachments:

Resolution No. R-33-2020
Schroeder & Schroeder Letter of Extension of 2019 Contract
Contract Documents
Bid Tabulation - Total Bid (Glencoe, Highland Park, Lake Bluff, Lake Forest, Lincolnwood and Winnetka)

RESOLUTION NO. R-33-2020

**A RESOLUTION WAIVING BIDDING AND APPROVING
AN EXTENSION TO THE CONTRACT WITH SCHROEDER & SCHROEDER, INC.
FOR THE 2020 SIDEWALK AND CURB REPLACEMENT PROGRAM**

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

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

WHEREAS, the Contractor has offered to extend the Contract pursuant to the same unit pricing for the 2020 Sidewalk and Curb Replacement Program; and

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

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village’s Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve an extension to the Contract (“*Extension*”) for the Contractor to perform the 2020 Sidewalk and Curb Replacement Program (“*Work*”);

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

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

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

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

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

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

ADOPTED this ____ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk



Schroeder & Schroeder Inc.



CONCRETE CONTRACTORS
7306 CENTRAL PARK - SKOKIE, ILLINOIS 60076
PHONE 847-933-0526 • FAX 847-933-0528

January 7, 2020

Mehdi Vakil
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

RE: Contract Renewal

Dear Mehdi:

Happy New Year!

With the 2020 construction season quickly approaching, Schroeder & Schroeder, Inc. would like to express its interest to extend the 2019 Concrete Streets, Curb, and Sidewalk Replacement Project contract into 2020. If the Village of Winnetka has a mutual interest in renewing the contract for 2020, please let us know formally so we can begin the necessary paperwork.

It was our pleasure to service your concrete needs in 2019 and we look forward to another season of the same.

Respectfully,



Chris Schroeder
President

VILLAGE OF WINNETKA

**CONTRACT FOR THE CONSTRUCTION
OF 2019 CONCRETE STREETS, CURB, AND SIDEWALK
REPLACEMENT PROGRAM**

Contract Number: *#6108533*

**VILLAGE OF WINNETKA
 CONTRACT FOR THE CONSTRUCTION
 OF 2019 CONCRETE STREETS, CURB, AND SIDEWALK
 REPLACEMENT PROGRAM**

MPI Joint Consortium Contract Number: **#6108533**

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Contractor’s Certification

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** Specifications
- Attachment C:** List of Drawings
- Attachment D:** Special Project Requirements
- Appendix 1:** Prevailing Wage Ordinance

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF 2019 CONCRETE STREETS, CURB, AND SIDEWALK
REPLACEMENT PROGRAM**

MPI Joint Consortium Contract Number: **#6108533**

In consideration of the mutual promises set forth below, the Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois, 60093, an Illinois municipal corporation (“*Owner*”), and Schroeder & Schroeder, Inc, 7306 Central Park, Skokie, IL 60076, a corporation (“*Contractor*”), make this Contract as of April 16, 2019, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
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. No design submittals required.

1.4 Review and Interpretation of Contract Provisions

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

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

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract

Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that

may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any

time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

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

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of

complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has 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, 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:

Winnetka Public Works 1390 Willow Road Winnetka, IL 60093 Attention: James Bernahl	<u>With a copy to:</u> Holland & Knight LLP 131 South Dearborn Street, 30th Floor Chicago, Illinois 60603 Attention: Ben Schuster
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Notices and communications to Contractor must be addressed to, and delivered at, the following address:

Schroeder & Schroeder, Inc 7306 Central Park Skokie, IL 60076 Attention: <u>CHRIS SCHROEDER</u>	<u>With a copy to:</u> _____ _____ _____ Attention: _____
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The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

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

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit to the

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

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

7.12 Compliance with Patents

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

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

7.13 Time

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

CONTRACT

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: Chris Rintz

Title: Village President

Attest:

By: _____

Name: Rob Bahan

Title: Village Manager/Clerk

Schroeder & Schroeder, Inc.

By:  _____

Name: CHRIS SCHROEDER

Title: PRESIDENT

CONTRACT

Attest: [REDACTED]
By: [REDACTED]
Name: MARY L. BROUNT
Title: SECRETARY

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

CONTRACTOR'S CERTIFICATION

CHRIS SCHROEDER
[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: 5/31, 2019.

Schroeder & Schroeder, Inc

By: [REDACTED]
Name: CHRIS SCHROEDER
Title: PRESIDENT

Attest: [REDACTED]
By: [REDACTED]
Name: MARY L. BABUNT
Title: SECRETARY

Subscribed and Sworn to before me on March, 2019.

My Commission expires: 1-25-2021

[REDACTED]
Notary Public

(SEAL)



**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF 2019 CONCRETE STREETS, CURB, AND SIDEWALK
REPLACEMENT PROGRAM**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

[Check applicable boxes and insert required information.]

1. Project:

2019 Concrete Street, Curb and Sidewalk Replacement
Project

2. Work Site:

Village of Winnetka

3. Permits, Licenses, Approvals, and Authorizations:

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

[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]

No Exceptions

4. **Commencement Date:**

- The date of execution of the Contract by Owner.
- _____ days after execution of the Contract by Owner.
- _____, 20____

5. **Completion Date:**

- _____ days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract
- October 15, 2019, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

- A. Worker's Compensation and Employer's Liability with limits not less than:
 - (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability: \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.
- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:
 - (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
 - (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence

ATTACHMENT A

- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

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

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

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

All employees must be included as insured.

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

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

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

- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with

ATTACHMENT A

a combined single limit for bodily injury and property damage of not less than \$1,000,000.

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

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

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

The Additional Insured endorsement must identify Owner as follows:

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

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

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

7. Contract Price:

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

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

\$ _____

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

B. UNIT PRICE CONTRACT

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

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

COMPLETE TABLE AS INDICATED

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

TOTAL CONTRACT PRICE \$150,000:

Not to exceed \$150,000

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to *[describe lump sum work]*, the total sum of \$150,000:

\$ _____

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

COMPLETE TABLE AS INDICATED

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

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

\$ _____

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

8. Progress Payments:

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress

ATTACHMENT A

Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

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

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

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner’s determination of the value of the Work completed.

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

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

9. **Per Diem Administrative Charge:**

\$ _____

No Charge

10. **Standard Specifications:**

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

- "State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)
- "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)
- "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's Village of Winnetka Engineering Codes.

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

See Attachment D for any special project requirements.

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF 2019 CONCRETE STREETS, CURB, AND SIDEWALK
REPLACEMENT PROGRAM**

ATTACHMENT B

SPECIFICATIONS

BID SHEET

Concrete Flatwork for the municipalities of Mount Prospect, Arlington Heights, Glenview, Northfield, Rolling Meadows, & Wilmette

The undersigned herewith submits a bid on Concrete Flatwork for the municipalities of Mount Prospect, Arlington Heights, Glenview, Northfield, Rolling Meadows, & Wilmette in accordance with the attached documents. All bids are to be delivered to the office of the Village Manager at 50 South Emerson Street 3rd Floor, Mount Prospect, Illinois, 60056, prior to **1:00p.m. on Monday, March 4, 2019.**

SCHEDULE OF PRICES

We will perform the services as outlined **Concrete Flatwork for the municipalities of Mount Prospect, Arlington Heights, Glenview, Northfield, Rolling Meadows, & Wilmette:**

We will perform the service as outlined on the Task Schedule sheets for sums as follows:

Item No.	Items	Unit	Estimated Quantity *(All Municipalities)	Unit Price	Total
BASE BID					
1	TRAFFIC CONTROL & PROTECTION FOR TEMPORARY DETOUR	EACH	9	\$ 1,250.00	\$ 11,250.00
2	ARROW BOARD	CAL DAY	21	\$ 150.00	\$ 3,150.00
3	P.C.C. PAVEMENT PATCH CL B (7")	SY	4,810	\$ 60.00	\$ 288,600.00
4	P.C.C. PAVEMENT PATCH CL B: STATE AND COUNTY ROADS, BASE ONLY (9")	SY	360	\$ 68.00	\$ 24,480.00
5	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")	SY	1,915	\$ 56.00	\$ 107,240.00
6	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5-6")	SF	135,000	\$ 6.00	\$ 810,000.00
7	P.C.C. PATIO REMOVAL AND REPLACEMENT	SF	600	\$ 12.00	\$ 7,200.00
8	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)	LF	9,050	\$ 22.50	\$ 203,625.00
9	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (B6.24)	LF	370	\$ 35.00	\$ 12,950.00
10	DETECTABLE WARNING FIELDS	EACH	88	\$ 150.00	\$ 13,200.00
11	DETECTABLE WARNING FIELDS (SUPPLIED BY MUNICIPALITY)	EACH	15	\$ 100.00	\$ 1,500.00
12	REINFORCEMENT BARS, EPOXY COATED - TWO CONTINUOUS NO. 5	LF	100	\$ 2.00	\$ 200.00
13	TREE GRATE INSTALLATION	EACH	17	\$ 250.00	\$ 4,250.00
TOTAL BASE BID				\$	\$ 1,487,645.00

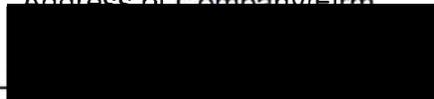
SUPPLEMENTAL UNIT PRICES					
	Items	Unit	Estimated Quantity *(All Municipalities)	Unit Price	
Supp. Item	VV, MH, INLET, CB TO BE ADJUSTED	EACH	30	\$ 250.00	\$ 7,500.00
Supp. Item	AGGREGATE BASE COURSE, TYPE B, 4- INCH	SY	-	\$ 6.00	\$ —
Supp. Item	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5-6"), STATE & COUNTY ROAD	SF	3,600	\$ 7.00	\$ 25,200.00

Submitted this 4th day of MARCH, 2019.

Mark outside of envelope: "Concrete Flatwork for the municipalities of Mount Prospect, Arlington Heights, Glenview, Northfield, Rolling Meadows, & Wilmette" and deliver to the Village Manager's office at 50 South Emerson Street 3rd Floor, Mount Prospect, Illinois, 60056, by 1:00 p.m., Monday, March 4, 2019.

SCHROEDER # SCHROEDER, INC.
Name of Company/Firm

7306 CENTRAL PARK, SKOKIE, IL 60076
Address of Company/Firm

By: 

Phone: 847-933-0526

Date submitted: MARCH 4, 2019

Also note any exceptions to the specifications.

NONE

SCHROEDER # SCHROEDER, INC.

COMPANY

OWNER

7306 CENTRAL PARK, SKOKIE, IL 60076

ADDRESS CITY, STATE, ZIP

PHONE # 847-933-0526



MARCH 4, 2019

SIGNATURE

DATE

Note: All bids to remain firm for thirty (90) days. Be sure to mark the outside of the envelope, "Sealed Bid for Concrete Flatwork for the municipalities of Mount Prospect, Arlington Heights, Glenview, Northfield, Rolling Meadows, & Wilmette"

2019 CONCRETE STREETS, CURB AND SIDEWALK REPLACEMENT PROJECT (#6108533)
 MPI BID 3/7/2019 2:PM CST, LAKE FOREST

ITEM	WIN. EST. OF QUANTITIES		SCHROEDR & SCHROEDER		A LAMP CONCRETE	
	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
5" PCC SIDEWALK R & R	SF	22000	\$ 7.00	\$ 154,000.00	\$ 7.70	\$ 169,400.00
CLASS B PCC PAVEMENT, 9"	SY	120	\$ 78.00	\$ 9,360.00	\$ 85.00	\$ 10,200.00
PCC DRIVEWAY, 6", R & R	SY	120	\$ 58.00	\$ 6,960.00	\$ 75.00	\$ 9,000.00
COMBINATION CURB & GUTTER, M.3-12, B.6-12, R & R	FT	400	\$ 25.00	\$ 10,000.00	\$ 35.00	\$ 14,000.00
DETECTABLE WARNING (NEENAH PLATE)	SF	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00
TREE GRATE INSTALLATION	EACH	2	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00
MANHOLES, INLETS ADJUSTMENTS	EACH	5	\$ 525.00	\$ 2,625.00	\$ 400.00	\$ 2,000.00
PCC SIDEWALKS, 5"-6", R & R, COUNTY OR STATE ROAD	SF	1000	\$ 9.00	\$ 9,000.00	\$ 8.50	\$ 8,500.00
AGGREGATE BASE COURSE, TYPE B, 4"	SY	100	\$ 4.00	\$ 400.00	\$ 5.00	\$ 500.00

TOTAL

\$ 198,345.00

\$ 221,600.00

ADJUST QUANTITIES, NOT TO EXCEED \$150,000.00 BUDGET



Agenda Item Executive Summary

Title: Resolution No. R-35-2020: Approving a Class B Liquor License for Lakeside Fresh Market, Inc. (Adoption)

Presenter: Marc Hornstein, Chief of Police and Peter Friedman, Village Attorney

Agenda Date: 04/21/2020

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

Consent: YES NO

Item History:

None.

Executive Summary:

A1 Koh Enterprise Global d/b/a Lakeside Foods is a grocery store located at 800 Elm Street that sells packaged alcoholic liquor for consumption off premises. A1 Koh Enterprise Global sold its assets to Lakeside Fresh Market, Inc. who desires to continue to sell alcoholic liquor in the same manner as described above. Lakeside Fresh Market has applied for a Class B liquor license.

A Class B liquor license authorizes the sale of packaged liquor in a full-service grocery store or in a pharmacy operating as part of a larger retail establishment and specifically excluding stand-alone pharmacies ("pharmacy establishment") provided the licensee uses no more than ten (10) percent of the total floor space of the full-service grocery store or pharmacy establishment for the display and sale of alcoholic liquor in the original package.

If approved, Resolution No. R-35-2020 will grant the requested liquor license, subject to the following conditions: (i) completion of the liquor license application background investigation by the police department. The Resolution will also update the appendix to Chapter 5.09 of the Village Code that sets forth all authorized licenses by classification, which is attached to the Resolution as Exhibit A.

Recommendation:

Consider adopting Resolution No. R-35-2020, "Approving and Authorizing Class B Liquor License for Lakeside Fresh Market (800 Elm Street)."

Attachments:

- 1) Resolution No. R-35-2020

RESOLUTION NO. R-35-2020

**A RESOLUTION GRANTING A CLASS B
LIQUOR LICENSE TO LAKESIDE FRESH MARKET INC.**

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 Section 5.09.100 of the Winnetka Village Code ("*Village Code*"), liquor may be sold at a full-service grocery store only upon issuance of a Class B liquor license ("*Class B Liquor License*");

WHEREAS, the Village issued a Class B Liquor License to A1 Koh Enterprise Global LLC, d/b/a Lakeside Foods ("*A1 Koh*") allowing the sale of liquor at a full-service grocery store at 800 Elm Street ("*Grocery Store*"); and

WHEREAS, A1 Koh has transferred all of its assets and interests in the Grocery Store to Lakeside Fresh Market Inc. ("*Applicant*"); and

WHEREAS, pursuant to Section 5.09.150 of the Village Code, liquor licenses are not transferable; and

WHEREAS, on January 29, 2020, the Applicant filed an application with the Village to be issued a Class B Liquor License; and

WHEREAS, the Village desires to amend Chapter 5.09 of the Village Code to reflect the change in ownership of the Grocery Store from A1 Koh to the Applicant; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to grant the Class B Liquor License to the Applicant;

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: GRANT OF CLASS B LICENSE. Pursuant to Section 5.09.040 of the Village Code, the Village Council hereby grants the Applicant a Class B Liquor License.

SECTION 3: AUTHORIZED LIQUOR LICENSES. The Appendix to Chapter 5.09 of the Village Code titled "Authorized Liquor Licenses" is hereby amended to read as follows:

April 21, 2020

R-35-2020

Classification	Number	Licensee
*	*	*
B	3	Grand Food Center A1. Koh Enterprise Global LLC, (Lakeside Foods) <u>Lakeside Fresh Market LLC</u> Walgreens #21150
*	*	*

SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after:

- A. Its passage and approval according to law; and
- B. Approval of application background investigation for the Grocery Store by the Village Chief of Police, or his designee.

ADOPTED this ____ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____
 NAYS: _____
 ABSENT: _____

Signed

 Village President

Countersigned:

 Village Clerk

April 21, 2020

R-35-2020

EXHIBIT A

APPENDIX TO WINNETKA VILLAGE CODE CHAPTER 5.09

Authorized Liquor Licenses

Classification	Issued	Licensee
A	3	Kyoto Sushi Plus Little Lan's Café Aroma
A-1	9	Avli Restaurant Little Ricky's Bad Dog House, LLC (Stacked and Folded) Fred's Garage, LLC Mino's, LLC Paradise Food Italia, LLC (Tocco) FFMM, Inc. (George Trois & Aboyer) Wild Thing, LLC (Spirit Elephant) MGS Hospitality, LLC (501 Local)
A-2	1	Grateful Bites Pizza Shoppe, LLC
A-3	0	
A-4	0	
A-5	0	
B	3	Grand Food Center A1 Koh Enterprise Global, LLC (Lakeside Foods) <u>Lakeside Fresh Market, LLC</u> Walgreens #21150
C	Unlimited	Issued on an event-by-event basis
D	2	Good Grapes Albatross Wine Company, LLC
E	0	
E-1	0	
E-2	1	Good Grapes
F	0	
P	1	Winnetka Park District
Y	1	Boutique Bites
Wine Station Rider	0	

[~~Deleted language is struck through;~~ **inserted language is double underlined.**]



Agenda Item Executive Summary

Title: Annual Outdoor Seating Permits

Presenter: Rob Bahan, Village Manager

Agenda Date: 04/21/2020

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 Steve Saunders or his designee will inspect the requested table layouts and work with the applicants to assure appropriate passage of pedestrians.

Recommendation:

Consider approval of the 2020 Outdoor Seating Permit applications, pending final insurance certificate and table layout approval by the Village, and upon lifting of the Governor's Stay at Home orders.

Attachments:

2020 Outdoor Seating Applicants

Outdoor Seating 2020

Name	Location	Frontage (Feet)	Restaurant / Food Shop	Other
Café Aroma	749 Elm Street	95	X	
Little Ricky's	540 Lincoln Avenue	70	X	
Air Aerial Fitness	549 Lincoln Avenue	15		X
Stacked & Folded	551 Lincoln Avenue	18	X	
Orrington Jewelers	553 Lincoln Avenue	23		X
Peet's	817 Elm Street	70	X	
Noah's Ark Pet Supply	831 Elm Street	34		X
501 Local	501 Chestnut Street	90	X	
True Juice	542 Chestnut Street	15	X	
Café Buon Giorno	566 Chestnut Street	24	X	
Tocco	507 Chestnut	82	X	
Starbucks	566 Chestnut Street	70	X	
Good Grapes	821 Chestnut Court	70		X
Once Upon A Bagel	1050 Gage Street	30	X	
Adelheidi's	552 Lincoln	15	X	



Agenda Item Executive Summary

Title: Ordinance No. M-5-2020: 717 Elm Street - BlowDry Boutique - Special Use Permit (Introduction/Adoption)

Presenter: David Schoon, Director of Community Development

Agenda Date: 04/21/2020

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

Consent: YES NO

Item History:

None.

Executive Summary:

Ordinance No. M-5-2020 was drafted in response to an application filed by BlowDry Boutique (Applicant), concerning a Special Use Permit to allow a hair salon on the ground floor at 717 Elm Street (Subject Property). The Applicant is the lessee of the Subject Property, which is located in the C-2 Commercial Overlay District, and is currently unoccupied. In 2017, the Subject Property was part of the space that was to be occupied by the One Winnetka Sales Office; that Special Use is no longer effective.

The Plan Commission (PC) considered the request on February 26, 2020. After hearing from the property owner's representative and no members of the public, the PC unanimously recommended approval of the special use permit. Minutes of the PC meeting are not yet available; however, the PC did not include any conditions.

Details of the request can be found in the attached staff report to the PC. If you would like additional details please reference this report, which is included as Attachment B.

Recommendation:

Consider introduction of Ordinance No. M-5-2020 OR consider waiving introduction of Ordinance M-5-2020 and consider adoption of the Ordinance.

The Ordinance would allow a beauty salon at 717 Elm Street located within the C-2 Commercial Overlay District.

Attachments:

- Attachment A: Ordinance No. M-5-2020
- Attachment B: February 20, 2020 PC Staff Report
- Attachment C: Application Materials

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF A BEAUTY SALON
WITHIN THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(717 Elm Street)**

WHEREAS, Blowdry Boutique Inc., an Illinois corporation ("*Applicant*"), is the lessee of the property commonly known as 717 Elm 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, Winnetka I, LLC ("*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 C-2 Commercial Overlay District of the Village (collectively, "*C-2 Commercial Overlay District*"); and

WHEREAS, the Applicant desires to operate a beauty salon at the Subject Property; and

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

WHEREAS, on January 8, 2020, the Applicant filed an application for a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the of the Zoning Ordinance to allow the operation of a beauty salon on 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 February 26, 2020, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by unanimous vote of the six members present, 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 beauty salon 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 beauty salon by the Applicant on 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 beauty salon at the Subject Property must be in general accordance with the plans submitted by the Applicant prepared by Melvin Cohen and Associates, consisting of three sheets, with a latest revision date of December, 18, 2019, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, 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 will 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 does 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.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2020.

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 _____,
2020.

Introduced:

Passed and Approved:

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 16 (EXCEPT THE EAST 40 FEET THEREOF) IN MCGUIRE AND ORR'S ARBOR VITAE ROAD SUBDIVISION OF BLOCK 4 AND THAT PART OF BLOCK 5 LYING EAST OF THE EAST LINE OF LINCOLN AVENUE IN WINNETKA, A SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 20, AND THE NORTH FRACTIONAL $\frac{1}{2}$ OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 717 Elm Street, Winnetka, Illinois.

EXHIBIT B
PLANS
(SEE ATTACHED EXHIBIT B)

DEMOLITION NOTES

SCOPE OF WORK

THE WORK CONSISTS OF ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY AND REQUIRED TO COMPLETE ALL DEMOLITION WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.

1. REMOVE EXISTING DOORS, WINDOWS, FRAMES, PARTITIONS, AND FINISHES AS INDICATED
2. REMOVAL AND DISPOSAL OF DEMOLISHED MATERIALS

GENERAL

THE CONTRACTOR AGREES TO PROTECT, DEFEND AND HOLD HARMLESS AND INDEMNIFY THE ARCHITECT AND OWNER AND THEIR EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY CLAIMS, DEMANDS OR EXPENSES ON ACCOUNT OF ANY BODILY INJURY ALLEGED OR REAL TO PERSON INCLUDING SICKNESS, DISEASE OR DEATH OR ANY DAMAGE ALLEGED OR REAL ARISING OUT OF ANYTHING DONE UNDER THIS CONTRACT BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER EXCEPT WHEN DIRECTLY DUE TO ERRORS IN THE CONSTRUCTION DOCUMENTS.

THE OWNERS AND ARCHITECTS RESPONSIBILITY LIES IN THE PERMANENT RESULTS AND DO NOT INCLUDE THE MEANS SEQUENCES OR PROCEDURES EMPLOYED BY THE CONTRACTOR IN EXECUTING AND COMPLETING THE WORK. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE PROCEDURES OF CONSTRUCTION AND TO PROVIDE SAFE AND ADEQUATE MEANS OF SHORING, BRACING, SCAFFOLDING, LADDERS, STAGES, HOIST, TEMPORARY SUPPORTS AND OTHER FACILITIES OR METHODS AS HE MAY DETERMINE ARE REQUIRED FOR THE EXECUTION AND COMPLETION OF THE WORK.

CODES AND SPECIAL REQUIREMENT

- A. CONFORM TO ALL BUILDING CODE REGULATIONS PERTAINING TO WRECKING INCLUDING PAYMENT OF ANY SPECIAL PERMITS.
- B. PERFORM WRECKING OPERATIONS IN SUCH A MANNER AS TO INSURE THE LEAST POSSIBILITY OF DAMAGE TO ADJOINING AREAS.
- C. BE LIABLE FOR ANY REPAIR DAMAGE TO STRUCTURES, MATERIALS, OR EQUIPMENT CAUSED BY WRECKING OPERATIONS.

SUBMITTALS

- A. SCHEDULE: SUBMIT PROPOSED METHODS AND OPERATIONS OF DEMOLITION AND REMOVAL WORK TO ARCHITECT FOR REVIEW PRIOR TO START OF WORK, INCLUDE IN SCHEDULE COORDINATION FOR SHUTOFF CAPPING AND CONTINUATION OF UTILITY SERVICES AS REQUIRED.
- B. PERMITS AND NOTICES AUTHORIZING DEMOLITION.
- C. CERTIFICATES OF SEVERANCE OF UTILITY SERVICES.
- D. PERMIT FOR TRANSPORT AND DISPOSAL OF DEBRIS.

JOB CONDITIONS

- A. CONDITIONS OF AREAS: THE OWNER ASSUMES NO RESPONSIBILITY FOR ACTUAL CONDITION OF AREAS OF BUILDING TO BE DEMOLISHED. CONDITIONS EXISTING AT TIME OF INSPECTION FOR BIDDING PURPOSES WILL BE MAINTAINED BY OWNER IN SO FAR AS PRACTICABLE.
- B. EXPLOSIVES: USE OF EXPLOSIVES WILL NOT BE PERMITTED.

C. TRAFFIC: CONDUCT DEMOLITION OPERATIONS AND REMOVAL OF DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES.

D. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS IF REQUIRED BY GOVERNING REGULATIONS.

E. PROTECTION: ENSURE SAFE PASSAGE OF PERSONS AROUND AREA OF DEMOLITION. CONDUCT OPERATIONS TO PREVENT INJURY TO ADJACENT STRUCTURES, OTHER FACILITIES AND PERSON.

1. PROVIDE SHORING, BRACING, OR SUPPORT TO PREVENT MOVEMENT, SETTLEMENT OR COLLAPSE OF EXISTING STRUCTURES AND ADJACENT FACILITIES TO REMAIN.

F. DAMAGES: PROMPTLY REPAIR DAMAGES CAUSED TO ADJACENT FACILITIES BY DEMOLITION OPERATIONS AT NO COST TO OWNER.

G. UTILITY SERVICES: MAINTAIN EXISTING UTILITIES INDICATED TO REMAIN. KEEP IN SERVICE AND PROTECT AGAINST DAMAGE DURING DEMOLITION OPERATIONS.

1. DO NOT INTERRUPT EXISTING UTILITIES SERVING OCCUPIED OR USED FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY AUTHORITIES HAVING JURISDICTION. PROVIDE TEMPORARY SERVICES DURING INTERRUPTIONS TO EXISTING UTILITIES, AS ACCEPTABLE TO GOVERNING AUTHORITIES.
2. CONTRACTOR SHALL ARRANGE FOR SHUTOFF OF UTILITIES SERVING STRUCTURE TO BE DEMOLISHED. DISCONNECTING AND SEALING OF INDICATED UTILITIES BEFORE STARTING DEMOLITION OPERATION IS PART OF THIS WORK.

DEMOLITION AND REMOVAL

- A. UNLESS OTHERWISE SPECIFIED OR INDICATED ON THE DRAWINGS, ALL SALVAGE AND PRODUCTS OF DEMOLITION AND REMOVAL SHALL BECOME THE PROPERTY OF THEIR CONTRACTOR.
- B. POLLUTION CONTROL: USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN AIR TO LOWEST PRACTICAL LEVEL LEVEL COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

1. DO NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS BUT NOT LIMITED TO ICE, AND FLOODING.
2. CONCRETE BREAKERS, PNEUMATIC HAMMERS, AND SIMILAR NOISY METHODS OF BREAKING OUT MASONRY AND CONCRETE ARE PERMITTED ONLY AS SCHEDULED WITH THE OWNER.

C. CLEAN ADJACENT STRUCTURES OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS AS DIRECTED BY ARCHITECT OR GOVERNING AUTHORITIES. RETURN ADJACENT AREAS TO CONDITION EXISTING PRIOR TO THE START OF WORK.

D. DEMOLISH MASONRY IN SMALL SECTIONS. WORK SHALL BE EXECUTED IN AN ORDERLY AND CAREFUL MANNER WITH DUE CONSIDERATION FOR THE PUBLIC

E. LOCATE DEMOLITION EQUIPMENT THROUGHOUT STRUCTURES AND REMOVE MATERIALS SO AS TO NOT IMPOSE EXCESSIVE LOADS TO SUPPORTING WALLS, FLOORS, AND FRAMING.

DISPOSAL OF DEMOLISHED MATERIALS

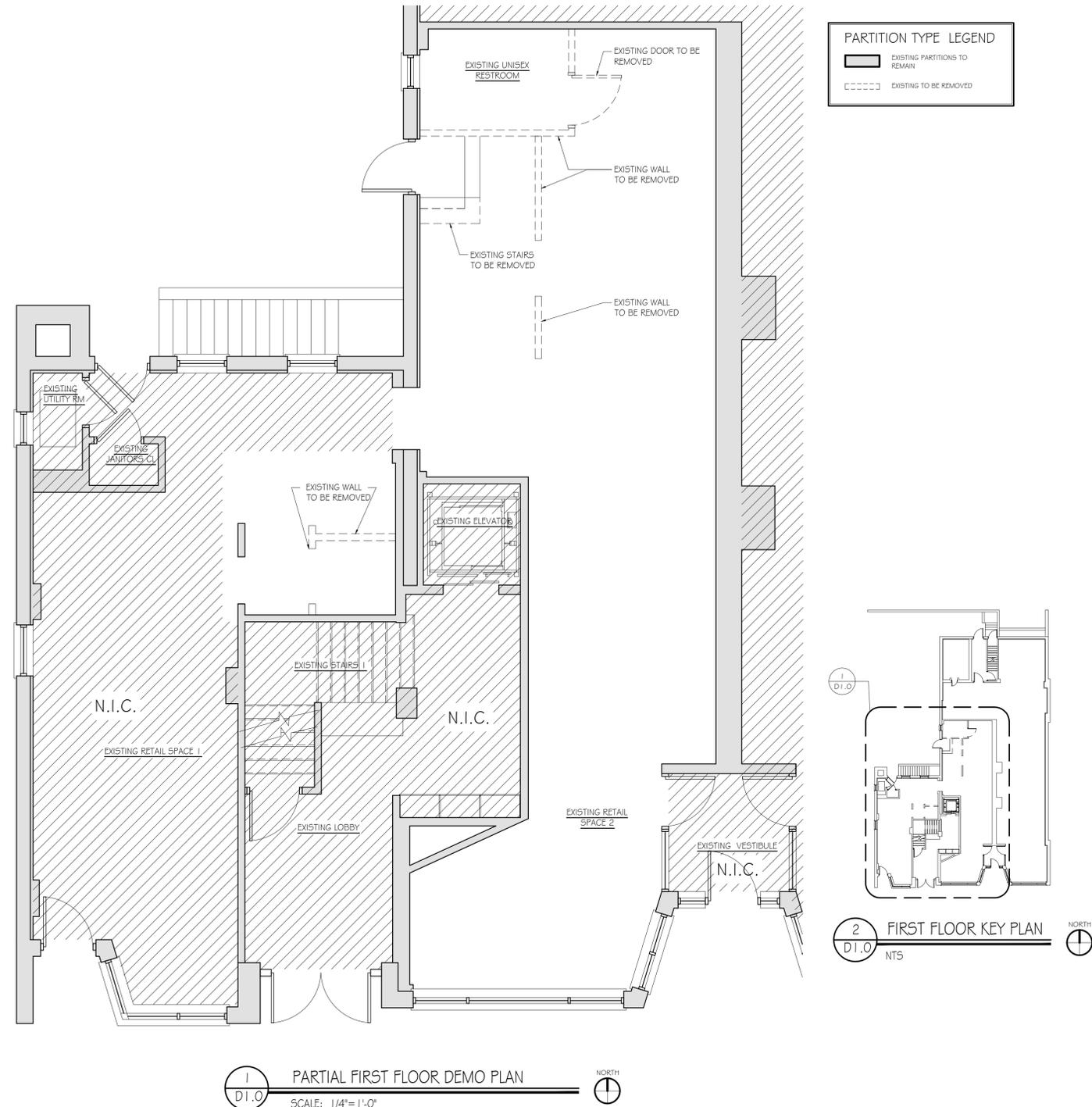
A. CONTRACTOR SHALL REMOVE ALL ITEMS OF SALVAGE AND ALL RUBBISH AN DEBRIS FROM THE BUILDING AS QUICKLY AS IT ACCUMULATES, SO AS TO PREVENT ANY FIRE HAZARDS OR UNDUE HARDSHIPS IN MAINTAINING BUILDING AND UNLOADING OF NEW MATERIALS.

B. STREETS AND DRIVES SHALL BE KEPT REASONABLY CLEAN AND SHALL BE SWEEPED WHEN NECESSARY TO REMOVE SPILLED DEBRIS.

C. BURNING OF REMOVED MATERIALS FROM DEMOLISHED STRUCTURES WILL NOT BE PERMITTED ON SITE.

D. REMOVAL: CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS FOR TIMES FOR ACTUAL TRUCKING AWAY OF DEBRIS.

E. TRANSPORT MATERIALS REMOVED FROM STRUCTURES AND LEGALLY DISPOSED OF OFF SITE.



NOTICE: THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION. IT SHALL NOT BE USED OR REPRODUCED OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN CONSENT OF FORMA ARCHITECTURE, LTD.

THESE DRAWINGS HAVE BEEN PREPARED AT AND / OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF CONFORM AND COMPLY WITH THE REQUIREMENTS OF THE DEPARTMENT OF BUILDING AND CODES HAVING JURISDICTION.

STATE OF ILLINOIS
#001 019017
REGISTERED ARCHITECT
LUIS A. BOLIVAR
EXPIRATION DATE: 11/30/20

FORMA
Architecture

WWW.FORMAARCH.COM
155 N. MICHIGAN AVE., SUITE 208 CHICAGO IL 60601 (P) 312.729.5195 (F) 312.729.5196

MA MELVIN COHEN AND ASSOCIATES
CONSULTING ENGINEERS
233 W. JACKSON STE. 401 CHICAGO, IL 60606 312.463.3700

717-723
ELM STREET

WINNETKA, I L. 60093

DATE:	DESCRIPTION:
11/11/2019	ISSUE FOR PERMIT
12/18/2019	ISSUE FOR REVISION

JOB NO.	DRAWN BY	CHECKED BY
19010	LAB	LAB

PARTIAL FIRST FLOOR DEMO PLAN & DEMO RC PLAN

SHEET:
DI.0

CEILING FIXTURE SCHEDULE	
FIXTURE TYPE	DESCRIPTION
F1	NEW PENDANT LIGHT FIXTURE
F2	NEW SURFACE MOUNTED LIGHT FIXTURE
F3	NEW TRACK LIGHT FIXTURE
M1	NEW EXPOSED SPIRAL DUCTS
M2	NEW AIR SUPPLY DIFFUSER
M3	NEW EXHAUST / RETURN VENT
EX	EXISTING EXIT SIGN
B	NEW EMERGENCY BATTERY LIGHT

NOTE:
FURNITURE TO BE PROVIDED BY OTHERS

GENERAL NOTES:

ALL INTERIOR FINISHES TO BE CLASS A, 0-25 FLAME SPREAD RATING.

GLAZING AT ALL DOORS TO BE SAFETY TEMPERED GLASS.

ALL GLAZING BELOW 2'-0" FROM FINISHED FLOOR SHALL BE SAFETY TEMPERED GLASS.

ALL EMERGENCY EGRESS ROUTES, SHALL HAVE A MINIMUM OF 2 HOUR FIRE RATING.

ALL CONTRACTORS ARE RESPONSIBLE FOR THEIR OWN PENETRATIONS THROUGH BRICK, CONCRETE, WOOD FOUNDATION WALLS, ETC. CORING IS THE APPROVED . DAMAGE WILL BE BACK CHARGED ACCORDINGLY.

COORDINATE FLOOR AND FRAMING LAYOUT WITH PLUMBING AND HVAC WORK TO AVOID INTERFERENCE

ALL DOORS LEADING TO AND FROM EMERGENCY EGRESS STAIRS TO BE "B" LABEL CLASS DOORS WITH SELF CLOSER.

ALL CONTRACTORS SHALL VISIT THE SITE PRIOR TO BIDDING AND NOTE WITHIN THEIR BID PACKAGE, ANY AND ALL DISCREPANCIES WITH THESE BASE DRAWINGS. NO CHANGE ORDERS WILL BE HONORED EXCEPT FOR THE FOLLOWING

- OWNER REQUESTED REVISIONS
- HIDDEN OR CONCEALED PROBLEMS

ALL WORK SHALL BE COMPLETE AND FUNCTIONAL AND MEET THE OWNERS, ARCHITECTS, AND CITY APPROVAL OR THE WORK SHALL BE CORRECTED AT THE CONTRACTORS EXPENSE.

ALL CONTRACTORS ARE RESPONSIBLE FOR EXECUTING WORK IN COMPLIANCE WITH ANY AND ALL APPLICABLE CODES AND ORDINANCES.

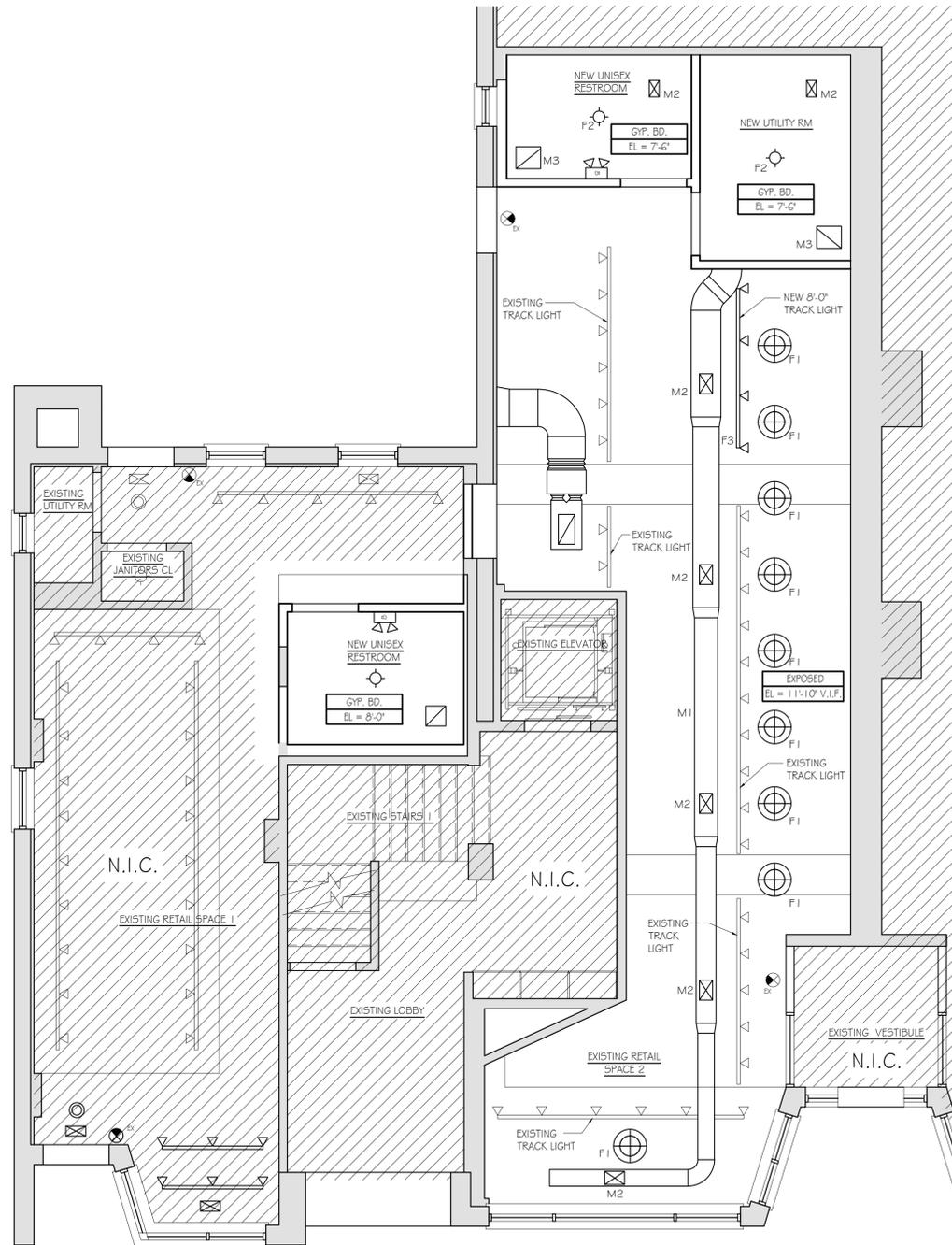
DIMENSIONS ARE TO FINISHES U.N.O.



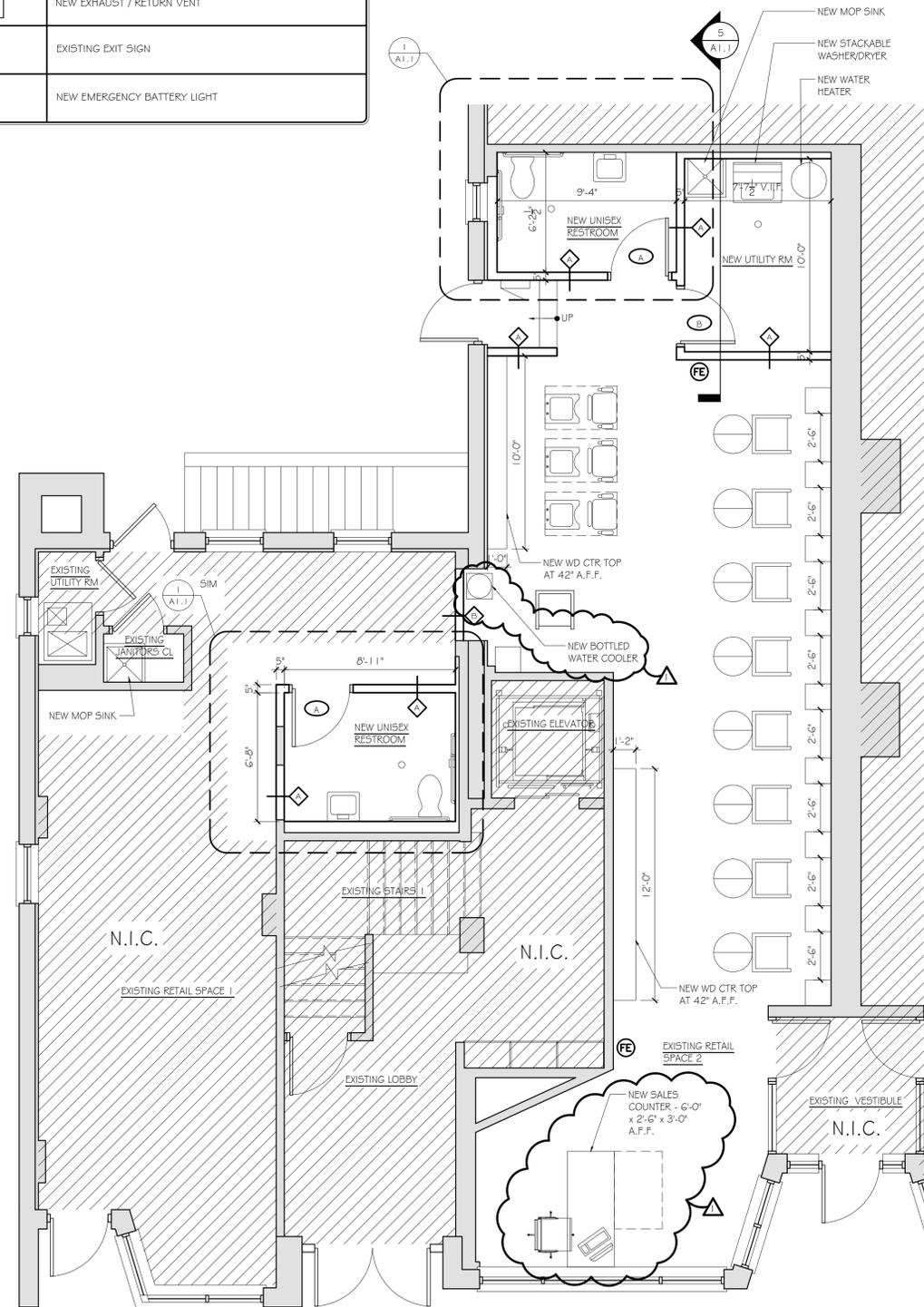
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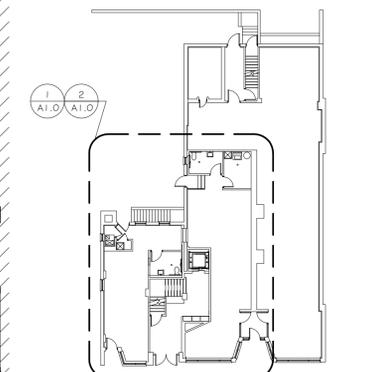
STATE OF ILLINOIS
#001 019017
REGISTERED ARCHITECT
LUIS A. BOLIVAR
EXPIRATION DATE: 11/30/20



2
A1.0 PROPOSED PARTIAL FIRST FLOOR RC PLAN
SCALE: 1/4"=1'-0" NORTH



1
A1.0 PROPOSED PARTIAL FIRST FLOOR PLAN
SCALE: 1/4"=1'-0" NORTH



3
A1.0 FIRST FLOOR KEY PLAN
NTS NORTH

PARTITION TYPE LEGEND

	EXISTING PARTITIONS TO REMAIN
	NEW INTERIOR PARTITION WALLS
	TYPICAL EDGE DETAIL

SYMBOL LEGEND

	SMOKE DETECTOR (HARDWIRE)
	CARBON MONOXIDE DETECTOR
	10 LBS. ABC FIRE EXTINGUISHER

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MA MELVIN COHEN AND ASSOCIATES
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233 W. JACKSON ST. 801 CHICAGO, IL 60606 312.463.3700

717-723 ELM STREET

WINNETKA, I.L. 60093

DATE:	DESCRIPTION:
11/11/2019	ISSUE FOR PERMIT
12/18/2019	ISSUE FOR REVISION

JOB NO.	DRAWN BY	CHECKED BY
19010	LAB	LAB

PROPOSED PARTIAL FIRST FLOOR PLAN & RC PLAN

SHEET:
A1.0

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Blowdry Boutique Inc. ("**Applicant**") desires to operate a beauty salon located at 717 Elm Street in the Village ("**Subject Property**"); and

WHEREAS, Winnetka I, LLC ("**Owner**"), is the record title owner of the Subject Property and consents to the operation of a beauty salon by the Applicant on the Subject Property; and

WHEREAS, Ordinance No. M-5-2020, adopted by the Village Council on _____, 2020 ("**Ordinance**"), grants a special use permit to the Applicant for the operation of a beauty salon 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: _____, 2020

ATTEST: **BLOWDRY BOUTIQUE, INC.**

By: _____ By: _____
Its: _____ Its: _____

ATTEST **WINNETKA I, LLC**

By: _____ By: _____
Its: _____ Its: _____



MEMORANDUM
VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: FEBRUARY 20, 2020
SUBJECT: CASE NO. 20-05-SU: 717 ELM STREET - BLOWDRY BOUTIQUE SPECIAL USE PERMIT

INTRODUCTION

On February 26, 2020, the Plan Commission is scheduled to consider an application submitted by BlowDry Boutique, Inc. (the “Applicant”), concerning a Special Use Permit in accordance with Chapter 17.44 [C-2 General Retail Commercial District] and Chapter 17.56 [Special Uses] of the Winnetka Zoning Ordinance to allow a hair salon on the ground floor at 717 Elm Street (the “Subject Property”). The Applicant is the lessee of the Subject Property, which is owned by Winnetka I, LLC (the “Owner”).

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 hearing. 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 not received any written comments from the public regarding this application.

PROPERTY DESCRIPTION

The Subject Property is one of the first-floor commercial spaces located in the three-story multi-use building at 715-723 Elm Street, located on the north side of Elm Street between Lincoln Avenue and Arbor Vitae Road. The space at 717 Elm Street is currently unoccupied. In 2017, the Subject Property was part of the space that was to be occupied by the *One Winnetka Sales Office*; that approved Special Use is no longer effective. Other tenants in the building include *Winnetka Dental Group – Dr. Czarkowski, DDS*, immediately east of the Subject Property, and a combination of office uses and apartments on the floors above. In 2018, *Definition Fitness* received approval of a Special Use Permit to occupy space in the lower level of the Subject Property. There is a vacant space immediately west of the space the Applicant proposes to occupy. Figures 1 and 2 on the following page identify the Subject Property.

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



Figure 1 – 715-723 Elm Street



Figure 2 – Subject Property

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. Prior to the 2019 amendments, hair salons were a permitted use and did not require special use permit approval.

ELM STREET BUSINESS DISTRICT OVERLAY BOUNDARIES

A map depicting the zoning classifications of the Elm Street 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.

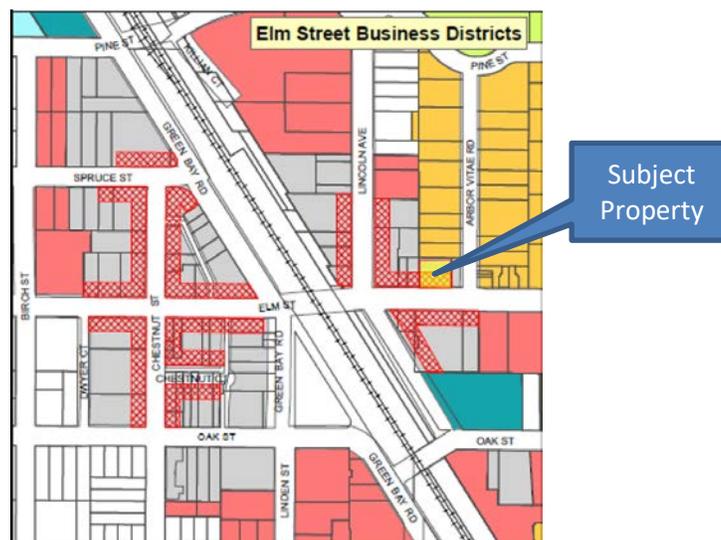


Figure 3 – Elm Street Business Districts

DESCRIPTION OF REQUEST

The Applicant is proposing to operate BlowDry Boutique in the approximately 900-square foot space at 717 Elm Street. BlowDry Boutique is currently located at 552-554 Lincoln Avenue in the East Elm Business District; the business did not require special use approval when it opened in its current location as hair salons did not require such approval until July 2019. As noted in the attached explanation, the Applicant intends to be open from 9am until 6pm or 7pm, depending on client needs. The salon would have eight stylist stations and three wash bowls. The Applicant's current salon has six stylist stations and two wash bowls. According to the Applicant, on average there are four stylists on site, with four clients receiving services at one time. The Applicant explains in the response to the standards, that stylists park in Village parking lots designated for employee parking and that on-street parking is currently available on Elm Street for clientele.

Due to the fact the Applicant currently operates in the East Elm Business District as well as the Subject Property's proximity to the off-street parking available across Elm Street, it was determined by staff that a parking study would not be necessary.

STANDARDS FOR REVIEW / FINDINGS

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, the Commission may choose to consider the following motion:

The Plan Commission recommends **approval [denial]** of the requested special use to allow a hair salon on the ground floor at 717 Elm Street within the C-2 Commercial Overlay District, based on the following findings of fact:

"The proposed hair salon **is [is not]** consistent with the Standards for granting of Special Use Permits in the Commercial Overlay District, 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."

In addition, the Commission may also wish to consider if there are any conditions it may want to place on the facility's operation. If the Commission chooses to place conditions as part of its recommendation, it will want to include the conditions at the end of the findings of fact.

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

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION

Case No. 20-05-SU

Property Information

Site Address: 717 Elm Street

Applicant Information

Name: Caroline Shamain

Primary Contact: [Redacted]

Address: [Redacted]

City, State, ZIP: Des Plaines

Phone No. [Redacted]

Email: [Redacted]

Owner Information

Name: Winnetka I, LLC

Primary Contact: Keonby Kaiser

Address: 14 Main St

City, State, ZIP: Park Ridge IL 60060

Phone No. [Redacted]

Email: [Redacted]

Architect Information

Name: Luis Bolivar

Primary Contact: Luis Bolivar

Address: 155 N Michigan

City, State, ZIP: State 208

Phone No. Chicago IL 60601

Email: 312-729-5322

bolivar@fermagarch.com

Attorney Information

Name: NA

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Applicant Signature: [Redacted]

Property Owner Signature: [Redacted]

Date: 11-7-20

Date: 11-7-20



Village of Winnetka
510 Greenbay Road
Winnetka, IL 60093

Dear Ann Klaassen and Village Council / Board Members

This letter with attached applications, proof of ownership, plat of survey and floor plan constitute the application for special use for Blowdry Boutique's move from 554 Lincoln east to 717 Elm Street. Blowdry Boutique will operate as a hair salon and has been in Winnetka 5 years. When they moved to Winnetka their use was not a special use but is now classified to as a special use. Attached is information to show the relocation will activate not only the area of town they are moving to but also activate the space they are leaving to a new use.

Blowdry Boutique is already in operation in the East Elm Business District and contributing to the fabric of this area. Residents love their service and visit our business district to visit Blowdry Boutique daily.

The building where Blowdry Boutique is currently operating is undergoing a Hoffman repositioning and Blowdry Boutique has found a new location at 715 Elm Street in the same trade area and on the edge of the Retail Overlay District as it is in the last building on the North side of Elm Street across from the stalled One Winnetka Project.

The space is approximately 900SF and can be seen in the "723 Elm Banner" attached to this application. This space is where a Special Use Permit for the One Winnetka Sales Office, along with the 650 additional SF to the west, was previously approved. To the east is Winnetka Dental and the building houses Definition Fitness, personal fitness training studio, office space and apartments. The space 650 SF to the west is being marketed to retail users as a turnkey ready space for general retail, pending finding a client and city approval based on use. As of application date there are no active leads for this space.

Blowdry Boutique is excited about this space because it is in the same trade area they already work, the landlord is working hard to see them succeed and the excitement of what will come to the One Winnetka Site over the coming years. Blowdry Boutique plans to operate similar hours to the current location. They are currently 9AM and at the latest 6 or 7PM depending on client's needs. Blowdry Boutique's is proud to be an exciting addition to the current East Elm Winnetka Business District and is thrilled to find a space to continue the business long term.

STANDARD RESPONSES

- 1) Blowdry Boutique as they operate now and as will operate in a bright, new, beautiful space will promote general welfare as it will bring potential clients to the business district and enhance the community by bringing people to this extremely quiet area. Blowdry Boutique operating in this new location will not endanger the public health, safety, comfort, morals, or general welfare of the Village of Winnetka.
- 2) Blowdry Boutique as a user will increase area property values and enjoyment to the community as it will increase foot traffic and vibrancy to an extremely underutilized area of the business district. The space and block having Blowdry Boutique will hopefully start the revitalization of this block.
- 3) There will be no changes to the building and this use is in line with other health tenants in the building and area and Blowdry Boutique will reactivate the area and hopefully spur new uses permitted by right to come to this block.
- 4) Ingress and egress for Blowdry Boutique staff and clients will use the vestibule of 715-717 Elm Street shared with Winnetka Dental. Trash Removal and emergency egress will be done in the rear of the building. The additional street traffic will not be detrimental to any adjacent properties.
- 5) There are adequate utilities, access and drainage no improvements to the exterior of the property are necessary. The current underutilized parking is beyond ample but not preferably as Blowdry Boutique is very excited to see development in the area. T
- 6) We believe this special use will in all respects conform to the applicable village regulations, codes and ordinances and provide long-term stability to the business district. Blowdry Boutique will encourage more people to continue to visit the East Elm Business District and clients will visit area businesses before and after visits for pharmacy, dining and shopping. Blowdry Boutique clients are already part of the Winnetka Community and support all sorts of Winnetka ventures.
- 7) Blowdry Boutique will bring people to this area and promote vitality and village residents to have a reason to come to this area in the same way any retail use would.
- 8) Blowdry Boutique will be in keeping with existing and potential, continuity of retail users on this block and in the village.
- 9) The front of Blowdry Boutique will have retail items and a staffed front desk. They currently sell, dryers, brushes and hair products and are exploring complimentary products like fun event jewelry for people coming in to get ready for a night out.
- 10) The nature of this space gives a clear front middle and back and the front will be reception and a store. The middle will be a salon and the back will be restrooms and mechanicals.
- 11) The existing building is not changing but the area will only have more vibrancy by having a tenant in this space.
- 12) Parking in the East Elm shopping district is underutilized as is. Once the space next door (Old Miranis) and across the street are redeveloped (One Winnetka) Blowdry Boutique is eager to have a vibrant street. Blowdry Boutique has on average 4 stylists in the store at any time and hopefully 4 clients! Blowdry boutique strives to never make people wait and keep the stylists busy all day long. Many clients walk or stop by when visiting other businesses and could potentially take 4 of the spots along Elm Street hourly parking. Stylists drive and park in City Parking Lots designated for employees or take the train as the location is so convenient to public transit (Metra and Busses).

We hope this addresses any concerns and gets the village excited about the new location and continued success in Winnetka.

Thanks for your help,

Kearby Kaiser
BJB Evanston , Building Management

Caroline Shamoun
Blowdry Boutique, Owner

Attached:

- Completed Application Form
- Deed Proving Ownership
- Plat of Survey
- Existing Floor Plan as "723 Elm Banner"
- Site Plan as "Blowdry Boutique Plans"



MM SURVEYING CO., INC.

PROFESSIONAL DESIGN FIRM NO.184-003233

PLAT OF SURVEY OF

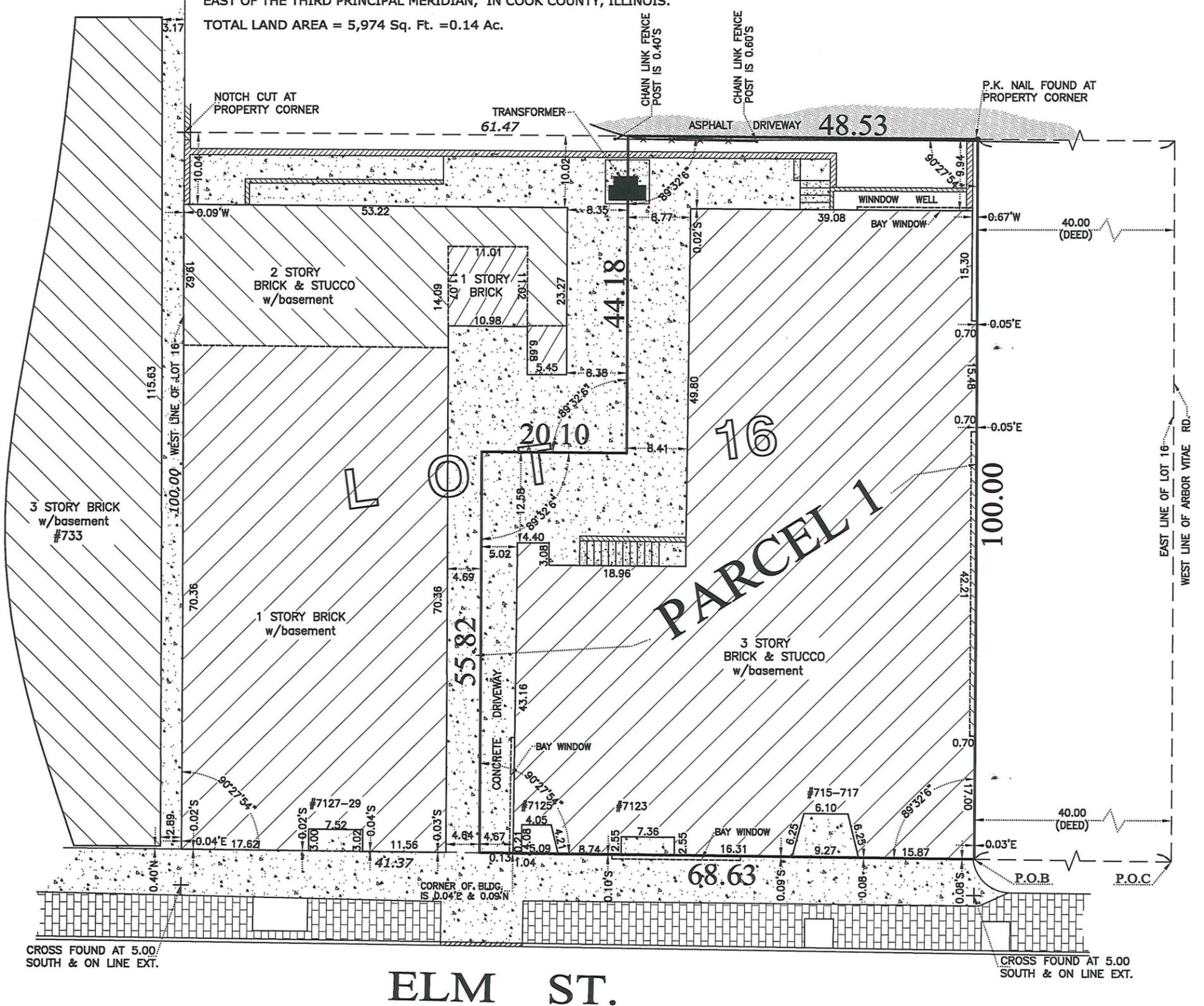
PHONE: (773) 282-5900

FAX: (773) 282-9424

EMAIL: MMSURVEY1285@SBCGLOBAL.NET

PARCEL 1:
THAT PART OF LOT 16 (EXCEPT THE EAST 40 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 16, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SOUTH LINE OF SAID LOT 16, A DISTANCE OF 68.63 FEET, THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID LOT 16, A DISTANCE OF 55.82 FEET, THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 20.10 FEET, THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID LOT 16, A DISTANCE OF 44.18 FEET, TO THE NORTH LINE OF SAID LOT 16, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 16, A DISTANCE OF 48.53 FEET, THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID LOT 16, A DISTANCE OF 100.00 FEET TO THE PLACE OF BEGINNING, ALL IN MCGUIRE AND ORR'S ARBOR VITAE ROAD SUBDIVISION OF BLOCK 4 AND THAT PART OF BLOCK 5 LYING EAST OF THE EAST LINE OF LINCOLN AVENUE IN WINNETKA, A SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 20, AND THE NORTH FRACTIONAL ½ OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOTAL LAND AREA = 5,974 Sq. Ft. = 0.14 Ac.



LEGEND :

- x — x — CHAIN LINE FENCE
- [Pattern] — CONCRETE PAVEMENT
- [Pattern] — BRICK PAVEMENT
- O.M.P. — OPEN METAL PORCH
- O.C.P. — OPEN CONCRETE PORCH
- O.F.P. — OPEN FRAME PORCH
- E.F.P. — ENCLOSE FRAME PORCH
- R.O.F.P. — ROOFED OPEN FRAME PORCH
- E.C. — EDGE OF CONCRETE
- PL — PROPERTY LINE
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCING

CERTIFY TO:

1. PEAK6 LLC, A DELAWARE LIMITED LIABILITY COMPANY
2. SB ONE WINNETKA, LLC, A DELAWARE LIMITED LIABILITY COMPANY
3. FREEDOM TITLE CORPORATION

STATE OF ILLINOIS }
COUNTY OF COOK } SS

WE, M M SURVEYING CO., INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

DATE: 11-02-2016

SIGNATURE: *M. Domazyk*

REG. ILL. LAND SURVEYOR NO. 35-3758
LIC. EXP. NOVEMBER 30, 2016
Agenda Packet P. 107

ORDER NO. 85948

SCALE: 1 INCH = 16 FEET

FIELDWORK COMPLETION DATE: DECEMBER 28, 2015

ORDERED BY: GERARD WALSH
BJB PARTNERS, LLC

Ref:#83358, 83359, 83360

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR DEED, TITLE POLICY AND LOCAL ZONING ORDINANCE, ETC.
LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND MUST BE COMPARED WITH DEED AND/OR TITLE POLICY.
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

RENT NOW!

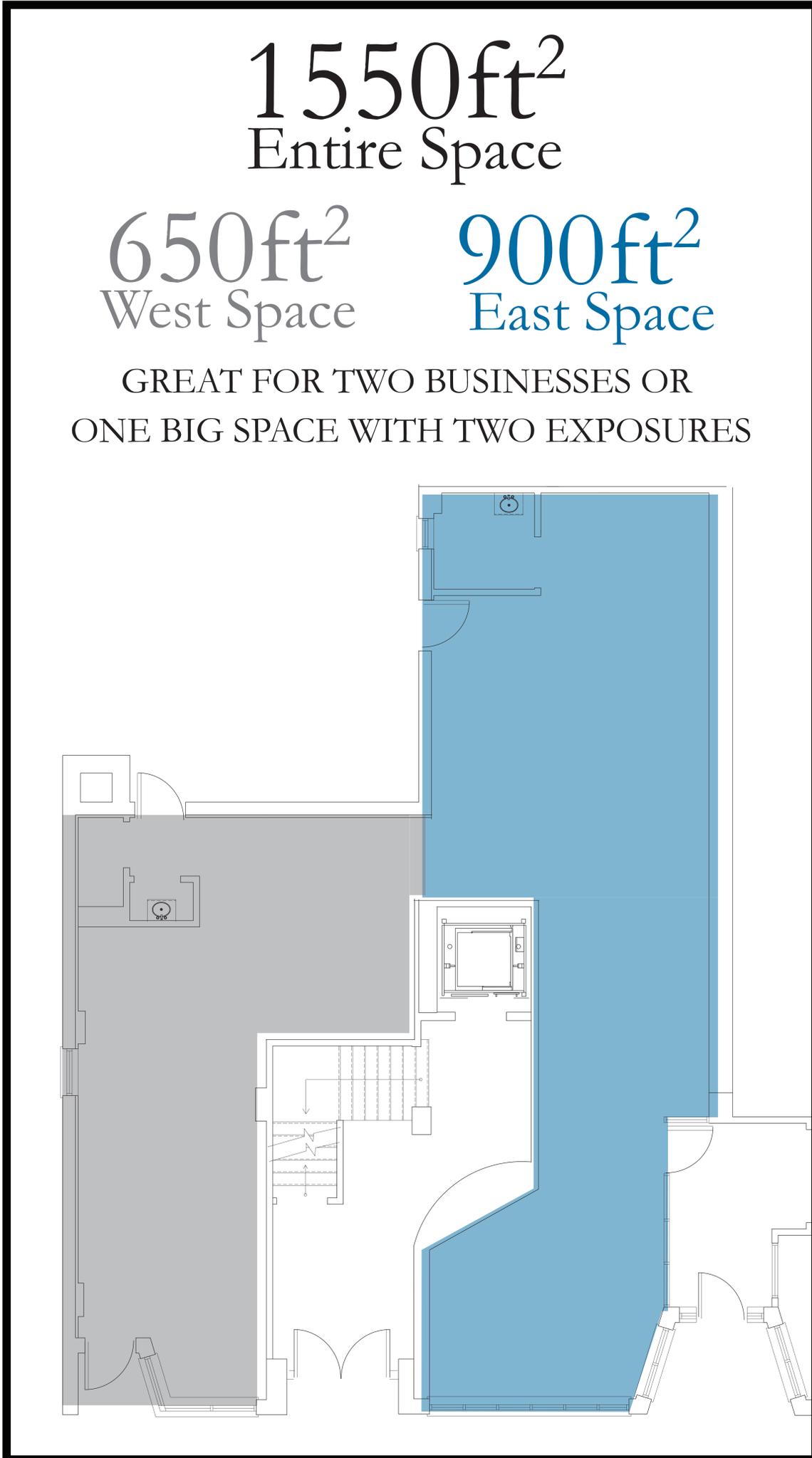
Retail Space for Lease

1550ft²
Entire Space

650ft²
West Space

900ft²
East Space

GREAT FOR TWO BUSINESSES OR
ONE BIG SPACE WITH TWO EXPOSURES



Kearby Kaiser
Call or Text
312-731-9000

312-731-9000

DEMOLITION NOTES

SCOPE OF WORK

THE WORK CONSISTS OF ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY AND REQUIRED TO COMPLETE ALL DEMOLITION WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.

1. REMOVE EXISTING DOORS, WINDOWS, FRAMES, PARTITIONS, AND FINISHES AS INDICATED
2. REMOVAL AND DISPOSAL OF DEMOLISHED MATERIALS

GENERAL

THE CONTRACTOR AGREES TO PROTECT, DEFEND AND HOLD HARMLESS AND INDEMNIFY THE ARCHITECT AND OWNER AND THEIR EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY CLAIMS, DEMANDS OR EXPENSES ON ACCOUNT OF ANY BODILY INJURY ALLEGED OR REAL TO PERSON INCLUDING SICKNESS, DISEASE OR DEATH OR ANY DAMAGE ALLEGED OR REAL ARISING OUT OF ANYTHING DONE UNDER THIS CONTRACT BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER EXCEPT WHEN DIRECTLY DUE TO ERRORS IN THE CONSTRUCTION DOCUMENTS.

THE OWNERS AND ARCHITECTS RESPONSIBILITY LIES IN THE PERMANENT RESULTS AND DO NOT INCLUDE THE MEANS SEQUENCES OR PROCEDURES EMPLOYED BY THE CONTRACTOR IN EXECUTING AND COMPLETING THE WORK. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE PROCEDURES OF CONSTRUCTION AND TO PROVIDE SAFE AND ADEQUATE MEANS OF SHORING, BRACING, SCAFFOLDING, LADDERS, STAGES, HOIST, TEMPORARY SUPPORTS AND OTHER FACILITIES OR METHODS AS HE MAY DETERMINE ARE REQUIRED FOR THE EXECUTION AND COMPLETION OF THE WORK.

CODES AND SPECIAL REQUIREMENT

- A. CONFORM TO ALL BUILDING CODE REGULATIONS PERTAINING TO WRECKING INCLUDING PAYMENT OF ANY SPECIAL PERMITS.
- B. PERFORM WRECKING OPERATIONS IN SUCH A MANNER AS TO INSURE THE LEAST POSSIBILITY OF DAMAGE TO ADJOINING AREAS.
- C. BE LIABLE FOR ANY REPAIR DAMAGE TO STRUCTURES, MATERIALS, OR EQUIPMENT CAUSED BY WRECKING OPERATIONS.

SUBMITTALS

- A. SCHEDULE: SUBMIT PROPOSED METHODS AND OPERATIONS OF DEMOLITION AND REMOVAL WORK TO ARCHITECT FOR REVIEW PRIOR TO START OF WORK, INCLUDE IN SCHEDULE COORDINATION FOR SHUTOFF CAPPING AND CONTINUATION OF UTILITY SERVICES AS REQUIRED.
- B. PERMITS AND NOTICES AUTHORIZING DEMOLITION.
- C. CERTIFICATES OF SEVERANCE OF UTILITY SERVICES.
- D. PERMIT FOR TRANSPORT AND DISPOSAL OF DEBRIS.

JOB CONDITIONS

- A. CONDITIONS OF AREAS: THE OWNER ASSUMES NO RESPONSIBILITY FOR ACTUAL CONDITION OF AREAS OF BUILDING TO BE DEMOLISHED. CONDITIONS EXISTING AT TIME OF INSPECTION FOR BIDDING PURPOSES WILL BE MAINTAINED BY OWNER IN SO FAR AS PRACTICABLE.
- B. EXPLOSIVES: USE OF EXPLOSIVES WILL NOT BE PERMITTED.

C. TRAFFIC: CONDUCT DEMOLITION OPERATIONS AND REMOVAL OF DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES.

D. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS IF REQUIRED BY GOVERNING REGULATIONS.

E. PROTECTION: ENSURE SAFE PASSAGE OF PERSONS AROUND AREA OF DEMOLITION. CONDUCT OPERATIONS TO PREVENT INJURY TO ADJACENT STRUCTURES, OTHER FACILITIES AND PERSON.

1. PROVIDE SHORING, BRACING, OR SUPPORT TO PREVENT MOVEMENT, SETTLEMENT OR COLLAPSE OF EXISTING STRUCTURES AND ADJACENT FACILITIES TO REMAIN.

F. DAMAGES: PROMPTLY REPAIR DAMAGES CAUSED TO ADJACENT FACILITIES BY DEMOLITION OPERATIONS AT NO COST TO OWNER.

G. UTILITY SERVICES: MAINTAIN EXISTING UTILITIES INDICATED TO REMAIN. KEEP IN SERVICE AND PROTECT AGAINST DAMAGE DURING DEMOLITION OPERATIONS.

1. DO NOT INTERRUPT EXISTING UTILITIES SERVING OCCUPIED OR USED FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY AUTHORITIES HAVING JURISDICTION. PROVIDE TEMPORARY SERVICES DURING INTERRUPTIONS TO EXISTING UTILITIES, AS ACCEPTABLE TO GOVERNING AUTHORITIES.

2. CONTRACTOR SHALL ARRANGE FOR SHUTOFF OF UTILITIES SERVING STRUCTURE TO BE DEMOLISHED. DISCONNECTING AND SEALING OF INDICATED UTILITIES BEFORE STARTING DEMOLITION OPERATION IS PART OF THIS WORK.

DEMOLITION AND REMOVAL

- A. UNLESS OTHERWISE SPECIFIED OR INDICATED ON THE DRAWINGS, ALL SALVAGE AND PRODUCTS OF DEMOLITION AND REMOVAL SHALL BECOME THE PROPERTY OF THEIR CONTRACTOR.
- B. POLLUTION CONTROL: USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN AIR TO LOWEST PRACTICAL LEVEL LEVEL COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

1. DO NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS BUT NOT LIMITED TO ICE, AND FLOODING.
2. CONCRETE BREAKERS, PNEUMATIC HAMMERS, AND SIMILAR NOISY METHODS OF BREAKING OUT MASONRY AND CONCRETE ARE PERMITTED ONLY AS SCHEDULED WITH THE OWNER.

C. CLEAN ADJACENT STRUCTURES OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS AS DIRECTED BY ARCHITECT OR GOVERNING AUTHORITIES. RETURN ADJACENT AREAS TO CONDITION EXISTING PRIOR TO THE START OF WORK.

D. DEMOLISH MASONRY IN SMALL SECTIONS. WORK SHALL BE EXECUTED IN AN ORDERLY AND CAREFUL MANNER WITH DUE CONSIDERATION FOR THE PUBLIC.

E. LOCATE DEMOLITION EQUIPMENT THROUGHOUT STRUCTURES AND REMOVE MATERIALS SO AS TO NOT IMPOSE EXCESSIVE LOADS TO SUPPORTING WALLS, FLOORS, AND FRAMING.

DISPOSAL OF DEMOLISHED MATERIALS

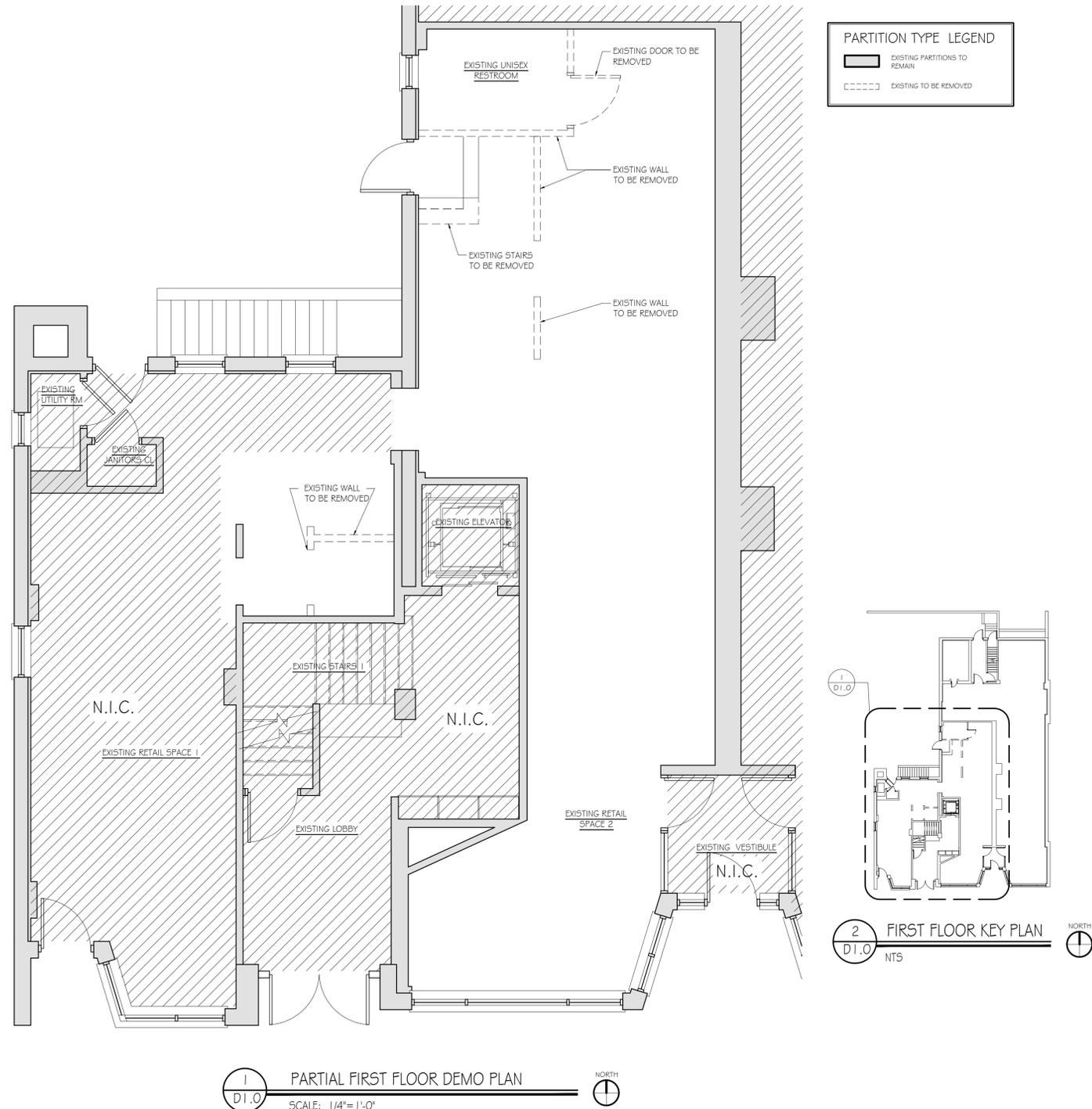
A. CONTRACTOR SHALL REMOVE ALL ITEMS OF SALVAGE AND ALL RUBBISH AN DEBRIS FROM THE BUILDING AS QUICKLY AS IT ACCUMULATES, SO AS TO PREVENT ANY FIRE HAZARDS OR UNDUE HARDSHIPS IN MAINTAINING BUILDING AND UNLOADING OF NEW MATERIALS.

B. STREETS AND DRIVES SHALL BE KEPT REASONABLY CLEAN AND SHALL BE SWEEPED WHEN NECESSARY TO REMOVE SPILLED DEBRIS.

C. BURNING OF REMOVED MATERIALS FROM DEMOLISHED STRUCTURES WILL NOT BE PERMITTED ON SITE.

D. REMOVAL: CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS FOR TIMES FOR ACTUAL TRUCKING AWAY OF DEBRIS.

E. TRANSPORT MATERIALS REMOVED FROM STRUCTURES AND LEGALLY DISPOSED OF OFF SITE.



NOTICE: THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION. IT SHALL NOT BE USED OR REPRODUCED OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN CONSENT OF FORMA ARCHITECTURE, LTD.

THESE DRAWINGS HAVE BEEN PREPARED AT AND / OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF CONFORM AND COMPLY WITH THE REQUIREMENTS OF THE DEPARTMENT OF BUILDING AND CODES HAVING JURISDICTION.

STATE OF ILLINOIS
#001 019017
REGISTERED ARCHITECT
LUIS A. BOLIVAR
EXPIRATION DATE: 11/30/20

FORMA
Architecture

WWW.FORMAARCH.COM

155 N. MICHIGAN AVE., SUITE 208 CHICAGO IL 60601 (P) 312.729.5195 (F) 312.729.5196

MA MELVIN COHEN AND ASSOCIATES
CONSULTING ENGINEERS
233 W. JACKSON STE. 401 CHICAGO, IL 60606 312.463.3700

717-723 ELM STREET

WINNETKA, I L. 60093

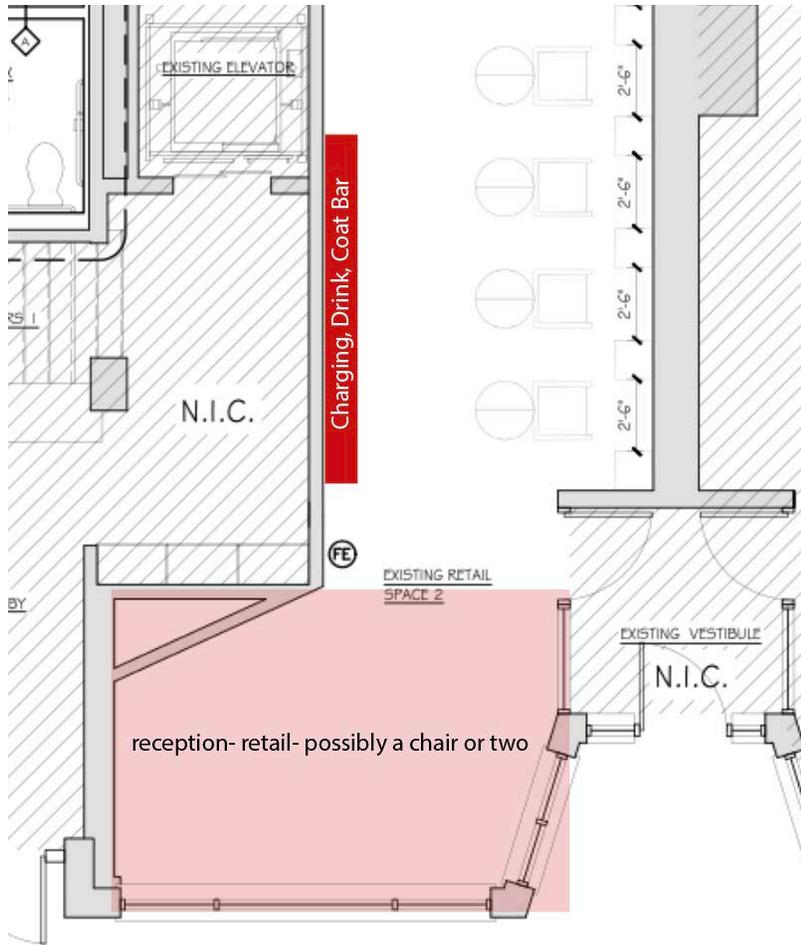
DATE:	DESCRIPTION:
11/11/2019	ISSUE FOR PERMIT
12/18/2019	ISSUE FOR REVISION

JOB NO.	DRAWN BY	CHECKED BY
19010	LAB	LAB

PARTIAL FIRST FLOOR DEMO PLAN & DEMO RC PLAN

SHEET:
DI.0

EXCERPT OF PROPOSED FLOOR PLAN





Agenda Item Executive Summary

Title: Resolution No. R-32-2020: Boal Parkway Stormwater Pump Station Project

Presenter: James J. Bernahl, Assistant Director of Public Works & Engineering

Agenda Date: 04/21/20

Consent: YES NO

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

Item History:

On 8/6/19 the Village Council rejected bids for the Boal Parkway Pump Station based on recommendation from the Village's engineering consultant. Council opted to reauthorize the project funding and rebid the project in early 2020.

Executive Summary:

The Boal Parkway Area includes 18 single family residential dwellings on large lots averaging approximately 21,700 square feet, plus portions of seven more lots adjacent to the study area. The area is drained by two storm sewer outlets that both drain to the East Diversion Ditch: a 24-inch pipe running through the rear yards of properties along Boal Parkway and Sumac Lane; and a 12-inch pipe carrying the drainage from Boal Parkway. When the water surface in the East Diversion Ditch rises, the flow of the stormwater is reduced or blocked by tailwater at both storm sewer outlets resulting in yard and street flooding. The Village has developed plans and specifications for the Boal Parkway Pump Station Project. This project consists of installing a new storm water pump station, improving existing storm sewer outlets, improving connections of existing storm sewers, and a new electrical feed to the pump station.

On March 5, 2020, three sealed bids were opened, read aloud, and reviewed for completeness and accuracy. They are summarized below:

Bidder	Bid Amount
Mag Construction	\$ 716,692.61
Bolder Contractors, Inc.	\$ 718,851.00
DiMeo Bros., Inc.	\$ 752,660.00

The Engineer's Estimate for this project was \$416,614. This estimate was developed using unit costs for similar pump station projects, or size and complexity, designed and let for bidding by the Village's Engineering Consultant, HR Green, including a 5% contingency.

The apparent low bid was submitted by Mag Construction of Highland Park, IL.

Executive Summary (continued):

HR Green identified two concerns with the bid submitted by Mag Construction. First, the Village requires that a company submitting a bid as a general contractor must self-perform at least 51% of the work. After reviewing Mag Construction's proposed work plan and list of subcontractors, it is clear that Mag Construction does not intend to self-perform sufficient work to meet the Village's bidding requirements. Second, the Village requires that bidders demonstrate successful recent completion of similar projects. HR Green's review of the past project experience provided by MAG Construction fails to adequately demonstrate their experience on similar projects as the “Boal Parkway Pump Station” project. The past experience of MAG Construction is limited to renovations and repairs to existing facilities and replacement of existing pump station equipment.

As a result, HR Green evaluated the second low bidder, Bolder Contractors. Bolder meets all Village bidding requirements; their bid is \$2,158 higher than the bid submitted by Mag Construction. HR Green therefore recommends that the Village forego accepting the apparent low bid of \$716,692.61 from MAG Construction and instead consider accepting the second lowest bid of \$718,851.00 from Bolder Contractors.

The Village has budgeted \$650,000 in the Stormwater Fund, account 580.75.01-675 for this project. Although this project exceeds the line item allocated, the overall capital budget will be managed through evaluation of other budgeted projects to ensure the overall budget is not exceeded.

Recommendation:

Consider adopting Resolution No. R-32-2020 approving a contract for the Boal Parkway Stormwater Pump Station Project with Bolder Contractors, Inc. in the amount not to exceed \$718,851.

Attachments:

Resolution No. R-32-2020
Letter from HR Green
Bid Tabulation

**A RESOLUTION
APPROVING A CONTRACT WITH
BOLDER CONTRACTORS, INC. FOR THE
CONSTRUCTION OF THE BOAL PARKWAY PUMP STATION**

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 use by the Department of Public Works for the reconstruction of the Boal Parkway Pump Station (“*Pump Station*”), including: (i) the replacement of the Pump Station; (ii) installation of a new electrical feed system at the Pump Station; and (iii) improvements to existing storm sewer outlets and connections (collectively, the “*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 5, 2020; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Bolder Contractors, Inc. (“*Contractor*”) is the lowest responsive and responsible bidder for the procurement of the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the Work in an amount not to exceed \$718,851.00 (“*Contract*”); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contract with 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 adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2. APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in 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 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 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this _____ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk



March 13, 2020

Mr. James J. Bernahl, PE, CFM
Assistant Director of Public Works and Engineering
Village of Winnetka
1390 Willow Road
Winnetka, Illinois 60093

Re: Boal Parkway Pump Station
Recommendation of Award
HR Green Job No. 91160037

Dear Mr. Bernahl:

The Village of Winnetka received three (3) bid proposals for the construction of the “Boal Parkway Pump Station” project at the bid opening on March 5, 2020. The three (3) bids ranged in price from \$716,692.61 to \$752,660.00. The apparent low bidder is MAG Construction of Highland Park, Illinois, with a Base Bid of \$716,692.61. Bid tabulation prepared by the HR Green is attached.

Our office has completed its review of the bid proposals from the three contractors for the subject project.

According to Notice to Bidders, the following is stated for Bidders Prequalification Requirement:

“No bid shall be considered unless the bidder has prequalified. Any bidder who has successfully completed similar contracts for the Village of Winnetka within the last three full calendar years, and can perform a minimum of 51% of the contract under their own forces, shall be considered to be prequalified. The qualifications of all other bidders shall be determined by the Village, in the exercise of its discretion. Any such other Bidder shall submit a Statement of Qualifications along with its sealed bid. The Statement of Qualifications shall contain the bidder's IDOT pre-qualification and a list of all similar public projects completed by the bidder within the last 5 years, including the name of the public body for which the work was performed, a description of the work, the contract amount, and the name and phone number of a contact person for each project.”

As part of its review for the determination of bidders prequalification, HR Green requested list of similar project experience from the apparent low bidder, MAG Construction. In addition, HR Green requested information regarding the sub-contractors to be employed for the project and work to be completed by MAG Construction as well as its sub-contractors. A list of past project experience provided by MAG Construction is attached for reference.

Based on our review of information provided and discussions conducted with MAG Construction, it is our opinion that MAG Construction has not performed similar contracts for the Village of Winnetka within the last three full calendar years and will not be performing a minimum of 51% of the contract under their own forces. Therefore, they do not meet the prequalification requirements as noted in the Notice to Bidders. Additionally, the review of the past project experience provided by MAG Construction fails to adequately demonstrate their experience on similar projects as is required for the “Boal Parkway Pump Station” project. The past experience of MAG Construction is limited to renovations and repairs to existing facilities and replacement of existing pump station equipment. Finally, per discussions with MAG Construction, all of the underground utility construction, installation of pump station and accessories and valve vault and accessories, and electrical/controls/instrumentation work will be performed by sub-contractors. These pay items alone represent more than 51% of the work for this project.

It is therefore our recommendation that the Village forego accepting the apparent low bid of \$716,692.61 from MAG Construction and instead consider accepting the second lowest bid of \$718,851.00 from Bolder Contractors.

To summarize the factors contributing to HR Green’s recommendation to forego MAG Construction low bid are as



Mr. James J. Bernahl, PE, CFM
Assistant Director of Public Works and Engineering
Village of Winnetka

March 13, 2020

follows:

1. MAG Construction has not performed similar contracts for the Village of Winnetka within the last three full calendar years;
2. MAG Construction will not be performing a minimum of 51% of the contract under their own forces;
3. MAG Construction fails to adequately demonstrate their experience on similar projects as is required for the "Boal Parkway Pump Station" project;
4. All of the underground utility construction, installation and pump station and accessories and valve vault and accessories, and electrical/controls/instrumentation work will be performed by sub-contractors, which represents more than 51% of the work for this project; and
5. In accordance with the instructions in the Notice to Bidders, *"The Village reserves the right to reject any or all bids in whole or in part, to waive or not to waive informalities therein, and accepting the bid considered to be in the best interest of the Village of Winnetka"*.

If you have any questions, please contact me at (847) 563-7805 or joliver@hrgreen.com.

Sincerely,

HR GREEN, INC.

A handwritten signature in black ink that reads "Jayod Oliver".

Jayod Oliver, P.E.
Project Manager

Enclosure: MAG Construction Project Experience
 Bid Tabulation

cc: Mr. Ajay Jain, HR Green, Inc.

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality:	Village of Lake in the Hills
Address:	9010 Haligus Road
Village, State, Zip Code:	Lake in the Hills, IL 60156
Contact Person/Telephone Number:	Scott Paschutz / 847-960-7514
Dates of Service/Award Amount:	Well # 6, November 2019, \$92,200
Municipality:	North Shore Water Reclamation District
Address:	14770 W. Wm Koepsel Drive
Village, State, Zip Code:	Gurnee, IL 60031
Contact Person/Telephone Number:	Greg Grego / 847-623-6060
Dates of Service/Award Amount:	Net Well Gate, 7/29/19 - 8/16/19, \$117,308
Municipality:	City of Evanston
Address:	2100 Ridge Avenue
Village, State, Zip Code:	Evanston, IL 60201
Contact Person/Telephone Number:	Paul Moyano / 847-448-8217
Dates of Service/Award Amount:	Standpipe Pump Station, 7/23/18 - 4/3/19, \$372,155
Municipality:	Village of Niles
Address:	1000 Civic Center Drive
Village, State, Zip Code:	Niles, IL 60071
Contact Person/Telephone Number:	Susan Bus / 847-588-8000
Dates of Service/Award Amount:	Tohy Ave Pump Station, 6/28/17 - 12/8/17, \$476,804
Municipality:	Village of Winnetka
Address:	510 Green Bay Road
Village, State, Zip Code:	Winnetka, IL 60093
Contact Person/Telephone Number:	Brian Curley / 847-716-3620
Dates of Service/Award Amount:	Water Plant Clearwells, 12/8/16 - 2/24/17, \$128,950



List of Projects

MAG Construction is a commercial general contracting firm with work experience including more than 30 years in both the public and private sectors. MAG self-performs 100% of its own carpentry and specializes in municipal, commercial, educational and institutional construction with a strong emphasis in concrete solutions (a.k.a. concrete structural repair, tear out & replacement, mudjacking, etc.)

The following is a condensed list of projects broken down by industry.

MUNICIPAL

Village of Lake in the Hills – Well 6 Generator & ATS Replacement

Job length – 7 Working Days in November 2019

Job Cost = \$92,200.00 **75% Completed with our own forces**

Job description: MAG disconnected existing generator and extended the concrete generator pad, removed existing generator and hauled from site. MAG disconnected existing Automatic Transfer Switch and connected new ATS, then placed and connected new generator.

North Shore Water Reclamation District – Wet Well Gate Installation @ PS-5

Job length – July 29, 2019 to August 16, 2019

Job Cost = \$117,308.00 **100% Completed with our own forces**

Job Description: MAG plugged the 48" influent sewer & cleaned the remaining sewage. Power-washed top half of existing concrete pipe 12-14' from opening, skim-coated top half of pipe with ½" of veraspeed 100 rapid patch in preparation of the plug. Removed (2) iron stop gates, and replaced them with (2) stainless steel stop gates. Removed & replaced (1) 24" x 24" sluice gate. Removed 24" flanged spiral pipe, and replaced it in 2 parts to work around existing conditions. Painted piping, and unplugged the sewer.

Lake County Forest Preserve Dist. – Janes Ravine Bridge Rehab. @ Fort Sheridan

Job length – July 1, 2019 to August 16, 2019

Job Cost = \$87,406.20 **90% Completed with our own forces**

Job Description: MAG mobilized onsite, power-washed bridge. We then performed expanding bearing repair, bridge jacking & cribbing, structural steel repair. Furnished & installed protective aluminum at kick place splices, replaced decking support angle & bottom steel tube caps. Provided track mats in efforts to minimize damage to landscape, along with removal & replacement of safety chain-link fence.

City of Lake Forest – Sheridan Road Bridge End Scroll Stabilization

Job length – June 3, 2019 to June 7, 2019

Job Cost = \$19,320.00 **100% Completed with our own forces**

Job description: MAG Removed 3 scroll pieces from bridge, & store for reuse, excavated a flat area for new scroll foundation, drilled & epoxy 8pc #5 epoxy coated rebar hook bars into bridge abutment wall, formed & poured new scroll foundation to match existing, stripped forms, reset salvaged scrolls in 3 locations; pointed joints to match existing

Park District of Highland Park – 2019 Rosewood Beach Bluff Stairway

Job length – April 13, 2019 to May 17, 2019

Job Cost = \$80,879.00 **90% Completed with our own forces**

Job description: MAG removed & replaced stone pillars, stone curbing, and guard railings. Furnished and installed tan stone screenings (grade 9) including top dress.

City of Evanston – South Standpipe Pump Station MCC & Building Renovation

Job length – July 23, 2018 to April 3, 2019

Job Cost= \$372,155.00 **25% Completed with our own forces**

Job Description: MAG constructed new electrical room in the South Standpipe Pump Station; including concrete floor, support columns, walls, ceiling, doors, HVAC, and Lighting. Demolition and replacement of existing electrical equipment with a new Motor Control Center; miscellaneous building repairs at the South Standpipe Pump Station; switchgear and MCC maintenance at the North Standpipe and Water Plant pump stations; and application of Arc Flash Hazard Labels at the South Standpipe, North Standpipe and Water Plant pump stations.

Park District of Highland Park – 2019 Rosewood Beach Bluff Stairway

Job length – May 11, 2019 to May 24, 2019

Job Cost = \$37,200.00 **70% Completed with our own forces**

Job description: MAG fabricated and installed 11 sections of stairway railings.

Waukegan Park District – Bowen Park Gazebo Replacement

Job length – March 16, 2019 to April 12, 2019

Job Cost = \$27,709.00 **100% Completed with our own forces**

Job description: MAG furnished and installed concrete base for gazebo, mud-jacked concrete entrance at JBC & JAC. MAG excavated, formed, and poured bench pad, painted T&G gazebo wood on both sides, furnished new galvanized nails, re-tapped bolt holes, re-cut all roofing materials, and made new bolt patterns for piers.

Village of Winnetka – Double-Door & Heavy Closer Replacement

Job length: February 11, 2019 to February 20, 2019

Job cost = \$10,000.00 **100% Completed with our own forces**

Job description: MAG removed & replaced (1) 6' x 7' H.M. doorframe, along with hardware. Furnished & installed 2 piece 416 AL Heavy Duty closer with heavy duty arm, dead stop. Closer on 2 electric room doors.

Lake County – Salt Dome Conveyor Concrete Pit & Rain Enclosure

Job length – October 16, 2018 to November 23, 2018

Job Cost = \$96,887.00 **94% Completed with our own forces**

Job Description: MAG provided asphalt excavation for the new concrete pit and hauled from site. We also furnished and installed the rebar, formed and poured new concrete walls. Then, set cast-in-place frame & 6 piece 6” pipe bollard. Next, MAG backfilled and compacted new concrete walls with CA-6 stone to existing asphalt sub-base. A small building (rain enclosure) was then built on top of concrete after new conveyor was set by others. Lastly, MAG Furnished and installed waterstop, damproofing, new barrier wall and footing, along with shingles for the rain enclosure.

Village of Oakbrook – Oak Brook Golf Course Colored/Textured Concrete Overlay

Job length – November 5, 2018 to November 9, 2018

Job cost = \$42,400.00 **100% Completed with our own forces**

Job description: MAG provided an Integral colored concrete overlay for a 3,200 square foot patio. Then applied a stamped pattern for a previously chosen textured look, sealing the area for completion.

Park District of Highland Park – Heller Center Ropes Course ADA Improvements

Job length – August 6, 2018 to August 31, 2018

Job cost = \$32,100.00 **50% Completed with our own forces**

Job description: MAG provided excavation of the work area, installed permeable pavers in 2 areas. We also provided stone screenings in 3 areas. Lastly, the installation of a stone base, culvert, stone screenings for the PR area and stone screening entry path.

Village of Skokie – Outdoor Storage Bin Roof Rehabilitation Program

Job length – April 23, 2018 to June 23, 2018

Job cost = \$60,600.00 **90% Completed with our own forces**

Job description: MAG installed and caulked precast concrete planks on the roofs of the northern, center, and southern outside storage bins.

City of Lake Forest – Vaulted Sidewalk Repairs

Job length – February 2, 2018 to February 9, 2018

Job cost = \$12,210.00 **100% Completed with our own forces**

Job description: MAG patched, blocked, and bricked-in holes; installed temporary lateral wall bracing during fill process; removed bracing. Removed & reinstall brick pavers, removed caved-in brick & stone from collapsed ceiling. Installed (2) 18” lifts and 7 yards of floatable fill mix. Added new sand fill; reinstalled pavers.

Village of Niles – Touhy Ave. Pump Station Restoration

Job length - June 28, 2017 to December 8, 2017

Job cost = \$476,804.00 **70% Completed with our own forces**

Job description: MAG completed the grind and tuckpoint on 3 buildings, installed 5 new hollow, metal, and FRP door openings, replaced roofing systems on those 3 buildings along with new copings. We added a new drain tile system to building 1, repainted walls, ceilings, and pipes in 2 pump houses. Lastly, 3 new store front window systems with awnings were installed.

City of Lake Forest – Train Station Interior Restoration

Job length - May 15, 2017 to November 10, 2017

Job cost = \$348,319.76 **65% Completed with our own forces**

Job description: MAG was hired to demo out an existing section of the Lake Forest Train Station; add all new floor sub-structure, metal stud walls, electric plumbing, millwork, and tile. This was done to create both, men and women ADA compliant restroom system with 6 new stalls, and a urinal.

City of Lake Forest – Deerpath Golf Course Wood Bridge Repair

Job Length – November 15, 2017 to November 20, 2017

Job Cost = \$18,976.00 **100% Completed with our own forces**

After several weeks of heavy rain, the river rose up so high at the wood bridge crossing, the pilings floated away, rendering it useless. MAG was hired to reset the existing wood bridge back on its center pilings, and re-anchor it. At both ends we removed 4’ of decking, augured and paved 4pc. 24” x 5’ concrete piers with steel cages. We installed a W6 x 6 beam over the piers and bolted the bridge joists to the new beam. Lastly, 2 sections of the railing were reworked to make it safe.

Park District of Highland Park – Colored Concrete Patch

Job Length – November 2, 2017 to November 10, 2017

Job Cost = \$13,800.00 **100% Completed with our own forces**

MAG was hired to install 2 separate colored concrete patches at a pool water park, that were removed to repair a broken water pipe.

Waukegan Park District – Concrete Splashpads Resurfacing

Job length – October 2, 2017 to 10/20/2017

Job Cost = \$29,510.65 **100% Completed with our own forces**

MAG was hired to strip off the existing sealer and concrete stain from the water play areas at 3 separate parks within the Waukegan Park District. We then re-stained the existing concrete patterns, that were originally installed along with resealing the concrete with 2 coats of sealer. The total combined area of the 3 parks were 6,200 Sq.’

Waukegan Park District – Yeoman Park Playground Concrete Work

Job length April 24, 2017 to May 5, 2017

Job cost = \$19,490.00 **100% Completed with our own forces**

Job description: Installation of a concrete ramp, sidewalk and 250’ of 8” x 18” playground barrier curb.

Village of Winnetka – Concrete Repairs to Water Plant Clearwells

Job length - December 8, 2016 to February 24, 2017

Job cost = \$128,950.00 **95% Completed with our own forces**

Job description: Concrete crack repair inside the potable water storage tank. Installation of a 16” ductile iron pipe afluint header with a new butterfly valve.

City of Lake Forest – Historical Restoration of Train Station

Job length March 15, 2016 to September 23, 2016

Job cost = \$1,489,545.93 **55% Completed with our own forces**

Job description: Exterior building restoration of all woodwork (i.e. windows, doors, trim and moldings, etc.). Project included stripping, cleaning, replacing and repainting all wood members. Repaired and/or replaced stone masonry with new mortar joints throughout. Refinished existing hardware where viable and/or replaced with like items.

Village of Winnetka – Building B – Structural Floor Replacement

Job length - May 9, 2016 to September 9, 2016

Job cost = \$435,280.00 **80% Completed with our own forces**

Job description: Removed 65-year old structurally dilapidated concrete floor in Public Works municipal truck storage building. Installed 330 tons of CA-6 backfill, 42 tons of epoxy coated rebar and 124 lineal feet of heavy duty trench drain. Later poured 11,000 sq.' of 10" thick concrete slab (450 cubic yards).

Village of Deerfield– Splitter Box Repair

Job length - August 29, 2016 to September 2, 2016

Job cost = \$49,875.00 **100% Completed with our own forces**

Job description: Installed two 8" diesel pumps capable of pumping 7,000 gallons a minute into settling pond to divert water from splitter box. Installed 30" rubber plug into gravity feed pipe. Diverted water into two separate settling ponds. Hand chipped five 12" x 12" dilapidated concrete columns. Reformed new columns with new aluminum channels for isolation gates. Poured new concrete columns and stripped forms. Removed rubber plug from pipe. Shut off pumps and let settling pond go back to its natural state running through repaired splitter box.

City of Lake Forest – Salt Storage Building Modification

Job length - March 2, 2015 to May 22, 2015

Job cost = \$212,710.00 **90% Completed with our own forces**

Job description: Saw cut existing interior slab, excavated and poured structural footing, formed and poured structural reinforced interior walls against existing interior walls for the purposes of relieving salt storage pressure on existing walls. Total job required 190 cubic yards of concrete and 20 tons of epoxy coated reinforcing bar.

Village of Deerfield – Kates Avenue Bridge Box Key's Repairs

Job length - December 1, 2014 to December 24, 2014

Job cost = \$34,657.00 **100% Completed with our own forces**

Job description: Removed two asphalt strips 2' wide across each end of the bridge to install four 1" Dywigag rods (two on top & two on bottom). The rods were used to sandwich the damaged box T's together after corrosion had disintegrated the bolts holding them in place. Stressed rods to 50 kips. Poured concrete to fill the asphalt patches

Lake Bluff Park District – Platform Tennis ADA Ramp, Sidewalk & Curbs

Job length - November 30, 2014 to December 1, 2014

Job cost = \$48,950.00 **100% Completed with our own forces**

Job description: Broke out existing B6-12 curb and installed depressed curb. Broke out sidewalk and re-poured it to the new sloped ramp configuration and installed truncated domes at parking lot.

City of Lake Forest – Forest Park Excavation & Concrete Benches

Job length - September 29, 2014 to October 28, 2014

Job cost = \$95,199.00 **100% Completed with our own forces**

Job description: Excavated, formed and poured concrete bench footing and slabs for 18 benches. Each bench consisted of excavating down 12 -18” for a base slab, auguring 43 – 20” holes 48” deep under sub base, forming a base slab, installing rebar & rebar cages in base slab, pouring the slabs and stripping the forms

City of Lake Forest – Public Safety Vertical Platform Lift

Job length - March 3, 2014 to June 26, 2014

Job cost = \$48,950.00 **80% Completed with our own forces**

Job description: Selective demolition and patching of CMU wall. Installed structural floor in an existing stairwell using steel wall angles to hold up metal decking.. Installed 4-hour rated metal stud framing around an elevator shaft. Drywalled and taped ready for paint. Poured an infill slab floor around new lift boxout. Installed two elevator lift door frames, drywalled shaft walls around new lift. Installed new carpeting, VCT tile flooring and painted all new walls.

Highland Park Library – North Entry & Window Refurbishment

Job length - January 14, 2014 to July 9, 2014

Job cost = \$89,150.00 **100% Completed with our own forces**

Job description: General Trades Package included: Installation of metal studs and drywall at new vestibule. Supplied and installed carpeting, wood windows, trim and all new ADA hardware including automatic door opening devices. Restored front door.

COMMERCIAL

Highland Park Community Nursery School & Daycare – Pre-Fab Bldg. Prep & Site

Job Length – June 28, 2019 to November 2019

Job Cost = \$1,933,912.25 **25% Completed with our own forces**

Job description: MAG was acting Construction Manager as well as General Contractor. MAG provided all work associated with preparing the new site to receive the pre-fabricated building. These trades included: Excavation, Electric, Sanitary Sewer, Water Service, Storm Sewer, Gas Service, Site Concrete, Asphalt, Fire Alarm, Site Fencing, Silt Fencing, Landscaping, Playground Fencing, Job Toilet, Fencing for AC Units, Signage, Surveyor, and Supervision. MAG also obtained permits, and worked closely with the city as it pertained to laws and/or policies. The interior work for the pre-fabricated school building was manufacturer’s responsibility.

ICON Identity Solutions – McDonald’s Corporation Site Concrete

Job Length – September 3, 2019 to October 25, 2019

Job Cost = \$120,283.00 **100% Completed with our own forces**

Job description: MAG demolished existing sign bases to -18", dug new sign bases & hauled dirt, furnished & installed tube form & rebar cages, poured new sign bases, set bolts provided by GC with layout pattern. MAG also formed & poured 6”concrete in drive-thru area, demolished existing trash slab & hauled from site, excavated, poured footings & walls, backfilled, & poured slab for trash enclosure, set bollards supplied by GC; crown concrete on top. In the freezer/cooler section MAG provided Red wood triple edging, 4" foam insulation, vapor barrier, & concrete with a smooth

finish. MAG removed & replaced 5" sidewalk, excavated for frost walls at door location, poured frost walls & stoops at door location. Lastly, MAG saw-cut & removed curb as needed, and replaced accordingly to match existing, adding 4" of black dirt behind new curbs.

Krugel Cobbles Inc. –Residential Concrete Installation

Job Ended – October 21, 2019

Job Cost = \$11,710.00 **100% Completed with our own forces**

Job description: MAG formed and poured concrete 18" wide x 5" thick in one area & 6" wide & 5" thick in another area, using pattern laid out by General Contractor.

Pav-Tech Sealcoating Corp. – Concrete & Trench Drain

Job Ended – September 24, 2019

Job Cost = \$22,310.00 **100% Completed with our own forces**

Job description: MAG extended existing 6" trench drain 12 - 12' into new garage door area, poured a 3' section of concrete around it, at area #2, installed 36' long 5" trench drain (light duty), dug 17 - 20' of 4" PVC pipe from new drain to owner's manhole, backfilled trench, poured 2' ribbon of concrete 38' long around trench drain, stripped forms. MAG also poured additional 13' x 3' x 1' concrete apron.

Port Clinton Property Mgmt. – Plaza Fountain Colored Concrete & Waterproofing

Job length - May 6, 2019 to September 20, 2019

Job cost = \$96,900.00 **98% Completed with our own forces**

Job description: MAG demolished existing fountain, added foam in deep infill, poured 8" thick protection slab, waterproof over protection slab. Installed 2 new metal rails, poured new red concrete stairs, patched granite & pavers. At all existing red stairs, chipped-out rotted concrete and patched. Grinded previously installed color paint from stairs, prime all stairs (old & new), Installed 1 coat of Butterfield T1000 top coat to texture (& color) roll treads & risers.

Powerlink Electric – Generator Pad Installation

Job length – September 2, 2019 to September 4, 2019

Job Cost = \$5,640.00 **100% Completed with our own forces**

Job description: MAG excavated by hand & with a small track Dingo loader, (1) 10'x 4' x 12" area & hauled from site, dug a 20" x 12" x 7' pipe trench @ 90 degree angle from house to pad area for Powerlink to install conduit, backfilled pipe trench with gravel, installed 6" CA-6 stone in 4' x 10' area & compacted, formed a 4' x 10' x 5" concrete pad, installed #4 rebar in a 12" x 12" grid, poured 4,000 PSI concrete with a broom finish, stripped forms.

Dunhurst Realty – Metal Studs, Drywall, & Ceiling Carpentry Work

Job length – July 14, 2019 to July 22, 2019

Job Cost = \$18,800.00 **100% Completed with our own forces**

Job description: MAG Installed metal studs on rear wall to conceal pipes. Installed 5/8" drywall from floor to ceiling, from the front window to the rear of the space; taped and ready to receive paint. Installed new drop ceiling grid in a 2' x 4' pattern. Installed plain white ceiling tiles after lights & HVAC have been installed

Dunhurst Realty – Renovation Carpentry

Job length – May 27, 2019 to June 7, 2019

Job Cost = \$19,478.00 **100% Completed with our own forces**

Job description: MAG used PVC pipe caps - blades to complete this project. Demolition of interior partition walls (floor to ceiling), cut off all electric in the walls back to source, demolished ceilings in rooms, leaving existing metal pan ceiling, capped water feeds at source, capped waste lines to just under concrete slab, and patched. Removed all carpet & build-up floor down to tile, demolished 1 existing bathroom, removed all furniture fixtures and disposed of.

A Safe Place – Vertical Lift

Job length – January 3, 2019 to May 1, 2019

Job Cost = \$106,850.00 **95% Completed with our own forces**

Job description: MAG furnished & installed drywall carpentry for the installation of a vertical lift. Electrical hook-up, relocation of 1 sink, relocation of 4 sprinkler heads, added 1 smoke detector, relocated MEPs as needed to install new shaft.

Ross Discount – Limestone Repair

Job length – May 13, 2019 to May 23, 2019

Job Cost = \$7,000.00 **100% Completed with our own forces**

Job description: MAG Grinded damaged joints from all base copping, repointed with matching mortar, patched up to 10 pieces of cracked limestone units, furnished & installed up to 3 new limestone panels & sills at missing sections, removed & reinstalled 5 piece existing loose stone units, removed & replaced damaged caulk at window to stone cap, power washed entire stone base and around 2 sides.

UHC Construction Services – KFC / Taco Bell Concrete Work

Job length – October 1, 2018 to October 5, 2018

Job Cost = \$21,960.00 **100% Completed with our own forces**

Job description: MAG demolished concrete ramps, threshold, & chipped concrete under door. Then we formed and poured new 4,000 PSI concrete ramps a with truncated domes at curb), and threshold. Next, we removed and replaced drive-thru sign foundations. Lastly, MAG augured 1 piece, 18" x 5' 9" hole on the east side of the existing menu board speaker, added rebar dowels, and poured new concrete.

Midwest Construction Partners – Crossroads Development

Job length – August 13, 2018 to September 5, 2018

Job cost = \$39,984.00 **100% Completed with our own forces**

Job description: MAG provided excavation for 50 LF. Deep frost retaining wall & hauled spoil from site. Formed & poured new integral colored & stamped retaining wall. We provided excavation new 15' x 33' patio and hauled spoil from site. Added stone sub-base & compacted, added perimeter expansion joint & wire mesh. Lastly, MAG formed & poured new integral colored & stamped concrete patio, pitched slab to parking lot end weep holes, saw-cut control joints in slab, washed, & sealed.

Midwest Construction Partners – Ulta Beauty Concrete Work

Job length – March 19, 2018 to March 28, 2018

Job cost = \$16,481.00 **100% Completed with our own forces**

Job description: Saw cutting, demo, excavation, and haul-off for concrete work. Installation of receiving pad, sidewalk, foundation & sidewalk patch, depress curb, ADA detectable warnings, and footings. MAG also filled in concrete planter, dowelled into existing foundation, provided reinforcement for piers & sidewalks, caulked new concrete to old concrete, removed trees for new concrete. Lastly, we installed concrete infill at 3 openings, and relocated handicapped parking signs.

Airport Electric – Generator Pad Installation

Job length – June 13, 2018 to June 28, 2018

Job cost = \$12,175.00 **100% Completed with our own forces**

Job description: Demolished fence end for new work, excavated for new pad with frost walls on 2 sides. Added rebar, formed, and poured with 4,000 PSI concrete, and stripped forms once concrete has cured. Dusted disturbed areas with black dirt, and added 5 new fence posts with 2 gated.

Craig Steven Development – Stein Mart Sidewalk Replacement

Job length – September 29, 2017 to October 2, 2017

Job cost = \$36,000.00 **100% Completed with our own forces**

Job description: MAG was hired to remove and replace a 4,600 sq.' section of the entrance sidewalk in front of a Stein Mart department store, located at the River Pointe of Algonquin Shopping Center.

Port Clinton Property Management – Next Chapter Holding Suite 316 Build Out

Job length: September 15, 2015 to November 20, 2015

Job cost = \$45,950.00 **100% Completed with our own forces**

Job description: Demo existing 3,200 sq.' of office space. Replaced ACT ceiling grid and tiles. Installed new metal stud walls and sound insulation. Drywalled and taped ready for paint. Installed new cabinetry and countertops. Installed 10 new oak door openings and doors. Installed all new oak window trim.

Port Clinton Property Management – Intelligencis Suite 265 Build Out

Job length: July 8, 2014 to September 3, 2014

Job cost = \$68,653.00 **100% Completed with our own forces**

Job description: Demo existing 6,000 sq.' of office space. Reworked existing ACT ceiling grid and patched. Installed new metal stud walls and sound insulation. Drywalled and taped ready for paint. Installed new kitchen cabinets and countertops. Installed 16 new oak door openings and doors. Installed all new oak window trim. Installed all new ACT ceiling tiles.

Port Clinton Property Management – Logan & Associates Suite 275 Build Out

Job length: May 6, 2014 to June 28, 2014

Job cost = \$68,653.00 **100% Completed with our own forces**

Job description: Demo existing 5,600 sq.' of office space. Reworked existing ACT ceiling grid and patched. Installed new metal stud walls to create new office layout. Drywalled and taped ready for paint. Installed kitchen & office storage room with new cabinets and countertops. Installed 18 new oak door openings and doors. Installed all new ACT ceiling tiles.

Craig Stevens Development – 707 Lake Cook Road, Restroom Renovations

Job length: January 7, 2014 to September 12, 2014

Job cost = \$125,866.00 **100% Completed with our own forces**

Job description: Demo six existing bathrooms in a three story building down to metal studs, removed ACT ceiling grid system and removed ceramic floor down to concrete slab. Re-installed 5/8 cement boards & finish tape joints ready for tile. Installed new fire line ACT ceiling grid & tiles throughout. Installed H.M. doors & frames.

Port Clinton Property Management –Dr. Glueck Suite 315 Build Out

Job length: January 8, 2014 to February 12, 2014

Job cost = \$74,742.00 **100% Completed with our own forces**

Job description: Demo existing 2,500 sq.' of office space, ceiling, floor covering and walls. Installed metal stud framing for new doctors' offices. Provided plumbing for bathroom, lab area and kitchenette. Supplied and installed new cabinetry, millwork, oak doors, hardware and glass sidelights at all door openings. Installed new ACT ceiling. Drywalled and taped ready for paint.

Southpoint Plaza II Management – Evanston Water Main

Job length December 19, 2012 to March 14, 2013

Job cost = \$ 163,000.00 **100% Completed with our own forces**

Job description: Brought in a new 6' water main from Chicago Avenue to new pump room at shopping mall. Poured new foundation and installed H.M. door frame & door, all associated brick work on walls, new store front window, new electrical service, new roof, and provided a connection of domestic water to existing building. Supervised sprinkler and fire alarm work.

EDUCATIONAL

North Shore School District 112 – Elm Place Middle School

Job ending: October 9, 2019

Job cost = \$9,150.00 **100% Completed with our own forces**

Job description: MAG added a 1" x 1" solid steel railing extension 12" higher than existing top rail. Extension from block wall to corner & 36" flat stopping 16" before top stair tread, installed ¼" plexi-glass panel at new work location, installed ¼" plexi-glass panel down the stairs to the 1st rail upright as a trail piece for wear & tear only. Similar work performed on adjacent railing.

North Shore School District 112 – Sheridan Road Tunnel

Job length: October 4, 2019

Job cost = \$18,700.00 **100% Completed with our own forces**

Job description: MAG repaired vertical, horizontal, and ceiling cracks by cleaning surface of all foreign matter. MAG then applied Skiadur #33 to seal surface and install injection ports. Injected cracks with Sikadur injection gel, and removed injection ports flush with surface. After that, MAG removed spalled & stained concrete minimum of ¾" clear of reinforcement, and minimum of 4" past all corrosion. Cleaned existing reinforcement of all rust & scale, replaced with equivalent bar when more than 10% of rebar diameter was missing; welding new bar, coating all exposed

reinforcing steel with SIKA ARMATEC 110 EPOCEM. MAG applied bonding agent SIKA to concrete, replaced missing concrete with SIKATOP 123 Plus Gel Mortar.

North Shore School District 112 – Concrete Repairs @ Multiple Sites

Job length: May 6, 2019 to July 8, 2019

*Job cost = \$20,510.00 **100% Completed with our own forces***

Job description: MAG performed the following concrete repairs: **Elm Place Middle School** – At room #3 drilled & urethane injected 6' of wall to floor cracks on east wall. At TU room wall (30 LF.) drilled & urethane injected wall to floor crack. Repaired concrete base and paint to anchored statue. **Oak Terrace Elementary School** – At the north side of building, filled in a 4' x 4' x 2' 8" hole with stone, added rebar dowels to edges of concrete at exterior & interior hole, poured 4,000 PSI concrete in patch. Demolished rust-spotted concrete treads in center of stair, patched concrete with modified concrete with broom finish. **Braeside Elementary** – Chopped a hole 12" diameter in existing concrete landing, filled void under stoop with concrete, topped existing concrete with 3-4" of concrete sand mix, leveled out to receive reinstallation of existing flag stone. Performed concrete repairs at door C3.

Community High School District 128 – Tennis Shelter Installation

Job length - September 30, 2016 to October 7, 2016

*Job cost = \$23,705.00 **100% Completed with our own forces***

Job description: Augured 24" holes, set posts in concrete, installed roof trusses and roof T&G. Installed edge fascia and roofing.

Northeastern Illinois University – ADA Curb & Sidewalk Replacement

Job length September 8, 2016 to September 22, 2016

*Job cost = \$19,500.00 **100% Completed with our own forces***

Job description: Removed dilapidated curb and sidewalk and established proper ADA slopes with truncated domes. Re-poured concrete curbs & sidewalk.

Avoca School District #37 – Manhole Restoration

Job length August 6, 2016 to August 8, 2016

*Job cost = \$15,000.00 **100% Completed with our own forces***

Job description: Removed 8' x 8' pavement over top of five manholes, removed deteriorated rings and brick under manhole frame, replaced with new, reset frame to proper grade and poured 8' x 8' x 6" thick rebar reinforced concrete pad around manhole

North Shore District 112 – District-wide Concrete Replacement Program

Job length July 6, 2015 to September 24, 2015

*Job cost = \$44,750.00 **100% Completed with our own forces***

Job description: Replaced various dilapidated sidewalk, curb and stairs at all North Shore School District 112 schools.

Northeastern Illinois University – Building H, Interior Structural Repairs

Job length January 19, 2015 to March 12, 2015

*Job cost = \$42,260.00 **100% Completed with our own forces***

Job description: Furnished and installed all necessary labor, material and equipment required to complete the interior structural repairs to overhead concrete beams including chipping concrete, structural framing and patching at the landing dock and basement tunnel areas.

North Shore District 112 – Sherwood Elementary School Sidewalk Replacement

Job length June 4, 2014 to July 23, 2014

Job cost = \$23,000.00 **100% Completed with our own forces**

Job description: Demo existing 2,500 sq.' concrete entry sidewalk and hauled debris away.
Reworked layout. Formed and poured new concrete. Dressed edges with black dirt.

BOAL PARKWAY PUMP STATION

BID OPENING DATE: 3/5/20

				MAG CONSTRUCTION 629 HOMEWOOD AVE HIGHLAND PARK, IL 60035		DIMEO BROS, INC. 720 RICHARD LANE ELK GROVE VILLAGE, IL 60007		BOLDER CONTRACTORS, INC 316 CARY POINT DRIVE CARY, IL 60013			
BID ITEM				UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	BID \$/UNIT	PRICE	BID \$/UNIT	PRICE
1.01	STORM SEWER REMOVAL	LF	15	\$338.25	\$5,073.75	\$10.00	\$150.00	\$15.00	\$225.00		
1.02	STORM SEWERS, CLASS B, TYPE 1, 12"	LF	10	\$197.30	\$1,973.00	\$150.00	\$1,500.00	\$200.00	\$2,000.00		
1.03	STORM SEWERS, CLASS B, TYPE 1, 24"	LF	5	\$225.50	\$1,127.50	\$300.00	\$1,500.00	\$360.00	\$1,800.00		
1.04	FLARED END SECTION - 12" W/ GRATE	EACH	1	\$560.00	\$560.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00		
1.05	STORM SEWER CONNECTION	EACH	1	\$3,382.00	\$3,382.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00		
1.06	MANHOLE TYPE A, 4' DIA. T1 F&L	EACH	2	\$2,819.00	\$5,638.00	\$7,500.00	\$15,000.00	\$6,000.00	\$12,000.00		
1.07	TRENCH BACKFILL	CU. YD.	12	\$169.00	\$2,028.00	\$60.00	\$720.00	\$100.00	\$1,200.00		
1.08	OUTLET BACKFLOW PREVENTION - 12" (TIDEFLEX TF-1)	EACH	1	\$6,765.00	\$6,765.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
1.09	OUTLET BACKFLOW PREVENTION - 24" (TIDEFLEX TF-1)	EACH	1	\$7,892.00	\$7,892.00	\$12,000.00	\$12,000.00	\$11,000.00	\$11,000.00		
1.10	FLAP GATE 12"	EACH	1	\$1,691.00	\$1,691.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00		
1.11	FORCE MAIN - 10" DIP	LF	75	\$338.25	\$25,368.75	\$180.00	\$13,500.00	\$180.00	\$13,500.00		
1.12	PUMP STATION AND ACCESSORIES	EACH	1	\$206,552.00	\$206,552.00	\$295,000.00	\$295,000.00	\$270,000.00	\$270,000.00		
1.13	VALVE VAULT AND ACCESSORIES	EACH	1	\$95,795.00	\$95,795.00	\$82,000.00	\$82,000.00	\$70,000.00	\$70,000.00		
1.14	ELECTRICAL/CONTROLS/INSTRUMENTATION	EACH	1	\$52,992.00	\$52,992.00	\$105,000.00	\$105,000.00	\$193,000.00	\$193,000.00		
1.15	AGGREGATE BASE COURSE - 12"	SQ. YD.	27	\$83.70	\$2,259.90	\$20.00	\$540.00	\$30.00	\$810.00		
1.16	EXCAVATION	CY	382	\$134.00	\$51,188.00	\$40.00	\$15,280.00	\$1.00	\$382.00		
1.17	BACKFILL	CY	316	\$72.58	\$22,935.28	\$25.00	\$7,900.00	\$1.00	\$316.00		
1.18	SHORING	SF	1,680	\$44.44	\$74,659.20	\$12.00	\$20,160.00	\$1.00	\$1,680.00		
1.19	DEWATERING	LS	1	\$11,165.00	\$11,165.00	\$12,000.00	\$12,000.00	\$1.00	\$1.00		
1.20	CLASS B PATCH, TYPE II, 9 INCH	SQ. YD.	10	\$44.70	\$447.00	\$250.00	\$2,500.00	\$300.00	\$3,000.00		
1.21	SUBBASE GARNULAR MATERIAL, TYPE B 6"	SQ. YD.	10	\$44.70	\$447.00	\$12.00	\$120.00	\$15.00	\$150.00		
1.22	AGGREGATE BASE COURSE - TYPE B 4"	SQ. YD.	15	\$27.90	\$418.50	\$8.00	\$120.00	\$13.00	\$195.00		
1.23	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT 6"	SQ. YD.	28	\$288.86	\$8,088.08	\$150.00	\$4,200.00	\$150.00	\$4,200.00		
1.24	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT 4"	SQ. YD.	108	\$65.34	\$7,056.72	\$90.00	\$9,720.00	\$150.00	\$16,200.00		
1.25	TEMPORARY EROSION CTRL BLNKT, SC-75-BN	SQ. YD.	532	\$2.79	\$1,484.28	\$4.00	\$2,128.00	\$2.00	\$1,064.00		
1.26	SEEDING - CLASS 1A	ACRE	0.01	\$363.00	\$3.63	\$28,000.00	\$280.00	\$40,000.00	\$400.00		
1.27	SEEDING, LO PRO DRY MESIC SAVANNA OPEN WOODS WITH FLOWERS	ACRE	0.10	\$363.00	\$36.30	\$35,000.00	\$3,500.00	\$40,000.00	\$4,000.00		
1.28	TOPSOIL FURNISH AND PLACE, 4"	SQ. YD.	532	\$11.11	\$5,910.52	\$6.00	\$3,192.00	\$4.00	\$2,128.00		
1.29	NITROGEN FERTILIZER NUTRIENT	POUND	10	\$2.25	\$22.50	\$5.00	\$50.00	\$3.00	\$30.00		
1.30	PHOSPHORUS FERTILIZER NUTRIENT	POUND	10	\$2.25	\$22.50	\$5.00	\$50.00	\$3.00	\$30.00		
1.31	POTASSIUM FERTILIZER NUTRIENT	POUND	10	\$2.25	\$22.50	\$5.00	\$50.00	\$3.00	\$30.00		
1.32	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ. FT.	135	\$22.22	\$2,999.70	\$20.00	\$2,700.00	\$20.00	\$2,700.00		
1.33	SIDEWALK REMOVAL	SQ. FT.	135	\$5.50	\$742.50	\$4.00	\$540.00	\$8.00	\$1,080.00		
1.34	CONCRETE CURB AND GUTTER REMOVAL	LF	10	\$7.80	\$78.00	\$12.00	\$120.00	\$15.00	\$150.00		
1.35	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (DOWELLED)	LF	10	\$222.20	\$2,222.00	\$100.00	\$1,000.00	\$75.00	\$750.00		
1.36	WASHOUT BASIN	LS	1	\$888.80	\$888.80	\$1,500.00	\$1,500.00	\$500.00	\$500.00		
1.37	BOLLARDS	EACH	5	\$1,111.00	\$5,555.00	\$1,000.00	\$5,000.00	\$500.00	\$2,500.00		
1.38	MOBILIZATION	LS	1	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00	\$50,000.00	\$50,000.00		
1.39	SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE	SQ. YD.	30	\$222.20	\$6,666.00	\$100.00	\$3,000.00	\$15.00	\$450.00		
1.40	TRAFFIC CONTROL	LS	1	\$6,666.00	\$6,666.00	\$25,000.00	\$25,000.00	\$21,000.00	\$21,000.00		
1.41	TREE TRUNK PROTECTION	EACH	8	\$57.00	\$456.00	\$150.00	\$1,200.00	\$50.00	\$400.00		
1.42	PERIMETER EROSION BARRIER	LF	280	\$12.00	\$3,360.00	\$5.00	\$1,400.00	\$5.00	\$1,400.00		
1.43	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNITS	16	\$555.50	\$8,888.00	\$40.00	\$640.00	\$80.00	\$1,280.00		
1.44	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNITS	18	\$916.65	\$16,499.70	\$50.00	\$900.00	\$100.00	\$1,800.00		
1.45	VEGETATIVE SCREENING	EACH	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
1.46	CONSTRUCTION LAYOUT	LS	1	\$6,666.00	\$6,666.00	\$9,000.00	\$9,000.00	\$3,000.00	\$3,000.00		
TOTAL (AS CALCULATED)							\$716,692.61		\$752,660.00		\$718,851.00
TOTAL (AS READ)							\$716,841.30		\$752,660.00		\$718,851.00
Notes:											



Agenda Item Executive Summary

Title: Resolution No. R-36-2020: Technology Upgrade - Microsoft 365 Project (Adoption)

Presenter: Tim Sloth, Finance Director

Agenda Date: 04/21/20

Consent: YES NO

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

Item History:

The Village has been using the Microsoft Office 2010 software suite. One of the Data Processing department goals for 2020 was to explore the feasibility and security of an Office 365 environment to replace the Microsoft Office 2010 software. The 2020 budget includes \$42,000 for this item. Additionally, the 2020 budget includes \$100,000 for implementation of a content management system.

Executive Summary:

The Village has secured a quote from LiftOff to provide 150 licenses for Office 365 for a 12-month lease, including an Advanced Threat Protection plan, in the amount of \$33,942. The 2020 budget includes \$42,000 budgeted for this purchase.

Prescient Solutions, the Village's contracted IT consultant, has recommended using LiftOff to provide these licenses. According to Prescient Solutions, LiftOff focuses specifically on Microsoft licensing for Office 365. Prescient has worked with LiftOff to transition other municipal clients to Office 365 and feels that LiftOff is best equipped to meet the present and future Office 365 licensing needs of the Village. Fully migrating to Office 365 will allow the Village to retire the current Microsoft Exchange email server, which is at the end of its recommended life cycle.

Staff has also determined that proceeding with the Microsoft Office 365 project will require the Village to upgrade a series of existing servers to better maintain a safe network environment and securely integrate with the Office 365 platform. The additional cost of these server upgrades with licenses is \$49,066.20 based on quotes received from CDW. This additional expense brings the total cost of upgrading to Microsoft Office 365 to \$93,408.20 which exceeds the budgeted amount by \$51,408.20. Due to the critical nature of this project to maintain a secure network, staff is proposing the use of a portion of the \$100,000 that was budgeted in 2020 for implementation of a content management system be instead used to pay for this upgrade.

Executive Summary (continued):

Resolution No. R-36-2020 authorizes the Village President and Village Clerk to waive formal bidding and execute an agreement between the Village and LiftOff, for a 12-month lease of Office 365 licenses for an amount not to exceed \$33,942, purchase the server upgrades from CDW for an amount not to exceed \$49,066.20 and enter into an agreement with Prescient Development, Inc. for an amount not to exceed \$10,400.

Recommendation:

Consider adoption of Resolution No. R-36-2020, which approves waiving of formal bidding and executes an agreement with LiftOff to provide Office 365 for a 12-month lease for an amount not to exceed \$33,942, purchase server upgrades from CDW in a total amount not to exceed \$49,066.20 and enter into an agreement with Prescient Development, Inc for \$10,400.

Attachments:

- 1) Agenda Report
- 1) Resolution No. R-36-2020
- 2) Exhibit A - Quote from Liftoff to provide Office 365 licenses, quotes from CDW to provide upgraded servers, agreement with Prescient Development, Inc.

AGENDA REPORT

SUBJECT: Technology Upgrade / Microsoft 365 Project

PREPARED BY: Tim Sloth, Finance Director

DATE: March 31, 2020

Executive Summary

The Fiscal Year 2020 Annual Budget included the following projects within the Data Processing Fund:

- Replace the 2010 Microsoft Exchange email server and move to the Microsoft Office 365 platform. This project has a \$42,000 budget.
- Implement a content management system. This project has a \$100,000 budget.

Since the approval of the budget, staff has determined that in order to proceed with the Microsoft Office 365 project, the Village will also need to upgrade a series of existing servers to effectively maintain a safe network environment and securely integrate with the new Office 365 platform. With the required increased scope of upgrading to the MS Office 365 platform, this project now totals \$93,408, which exceeds budget by \$51,408. Due to the critical nature of this project that is required to maintain a secure network, we are proposing to defer the content management project and utilize a portion the \$100,000 budget to pay for this upgrade.

The Village has worked with Prescient Development, the Village's contracted information technology consultant, to obtain quotes for all the hardware and software necessary to make the conversion to MS Office 365 and upgrade aging servers. Additionally, the Village will also contract with Prescient to provide additional consulting work to facilitate this transition. This Prescient contract is dedicated to the proposed project, and is separate from their normal scope of services that provides IT support to the Village.

A summary of the full cost of the project is listed below:

Village of Winnetka Office 365 Implementation Project Costs	
Office 365 Licenses (Liftoff)	33,942.00
Server / Hardware Upgrades (CDW-G)	40,170.00
Hardware Licenses (CDW-G)	8,896.20
Consulting Services (Prescient)	<u>10,400.00</u>
	93,408.20

What is Microsoft Office 365?

Microsoft Office 365 is a subscription service that provides users with productivity applications necessary to work efficiently and securely in a modern enterprise. Productivity applications include Outlook (email), Word, Excel, PowerPoint, and more, updated monthly with the latest features and security updates. Currently, these applications are hosted locally on a dedicated exchange server owned, maintained and administered by the Village. With Office 365 these applications will be hosted in the Microsoft cloud.

Microsoft Office 365 Project Details

Village staff has secured a quote from LiftOff to provide 150 licenses for Office 365 on a 12-month lease for \$33,942 which includes integrated Advanced Threat Protection which helps safeguard against malicious threats posed by email messages, links (URLs) and collaboration tools. The licensing is all encompassing and includes the cloud subscription, so there is not a separation of licensing versus cloud hosting. LiftOff focuses specifically on Microsoft licensing for Office 365 and has worked closely with Prescient to transition other municipal clients to Office 365.

It should be noted that the licensing is ordered through a Microsoft license channel called AOS-G. This channel was created specifically for Government agencies so that they can buy licensing for the Microsoft "Government Community Cloud". Liftoff works with hundreds of cities/counties that purchase through this channel. The agreement is a three year agreement which offers price protection in the event that Microsoft raises prices. With that said, the Village's commitment in this contract is only 12 months at a time. Each year we will have the opportunity to change our licensing structure including downgrading, upgrading, converting, or cancelling. The commitment to this program is done annually at the renewal date and the 12 month cycle repeats. Assuming no change in the Village's licensing structure, years two and three will have the same annual lease price of \$33,942.

On a per user basis, the licensing cost differs based on user type with users in the G# class having more advanced access and increased cloud storage. The chart below summarizes the cost per user:

G SKU Item Name	Part Number	Term in Months	Price/User/Month	Licenses	Cost/Year
Office 365 Plan G3	AAA-11894	12	20.00	110	\$26,400.00
Office 365 Plan G1	U4S-00001	12	8.00	40	\$3,840.00
Azure AD Prem P2	MQN-00001	12	8.50	1	\$102.00
Advanced Threat Protection P1	3GU-00001	12	2.00	150	\$3,600.00

The current Village exchange e-mail server is at the end of its useful life and the Village plans to implement Microsoft Office 365 as soon as possible. In order to move quickly, we propose to utilize additional staffing resources provided by Prescient. The Prescient proposal is based on 80 dedicated hours of staff time totaling \$10,400 to provide additional expertise and complete the project in a timely manner.

Per the statement of work provided by Prescient this project will involve the following:

1. Office 365 Pre-Requisites – Upgrading to new hardware capable of working with the new cloud based software
 - a. Install, configure, and promote 3 new Server 2019 domain controllers
 - b. Demote 4 current domain controllers (leave hardware running as file servers)
 - c. Ensure Active Directory (AD) is at proper functional level

2. Office 365 Migration – Configure and implement the new software
 - a. Configure environment to sync passwords for users from Winnetka Active Directory
 - b. Create hybrid connection between Exchange and Office 365
 - i. Implement and test all DNS records
 - ii. Ensure domain is properly configured for Office 365 tenant
 - c. Implement base configuration of EOP spam filter
 - d. Assist in resolving any issues migrating mailboxes to Office 365
 - e. Ensure items from Public Folders are migrated to appropriate solutions

3. Exchange 2010 Post-Migration – shut down old system
 - a. Install and configure Office 365 Exchange console integrated with on-premise AD
 - b. Decommission old Exchange 2010 environment

Server – Hardware Upgrades

As part of the pre-requisites for implementing Office 365, the Village needs to implement new Server 2019 domain controllers. A domain controller is a server that responds to security authentication requests within a computer domain, and is responsible for allowing host access to domain resources. It authenticates users, stores user account information and enforces security policy for a domain.

The domain controllers are currently hosted on servers that also host the Village's various file databases. Current best practices in IT system management highly recommend that the domain controllers be split from the file servers and hosted independently. As such we will be purchasing additional servers to be able to properly segregate the domain controllers from the file servers. Included with this report are four quotes from CDW-G totaling \$49,066 for seven new HP servers. Three of these servers will be utilized solely as domain controllers with the remaining four servers implemented as new file servers.

Recommendation

The Microsoft Office suite of products is the core of virtually all Village operations and a critical component of our IT infrastructure. The current exchange server is beyond the end of its useful life and needs to be upgraded to maintain a secure cyber environment. Therefore, staff recommends that the Village Council approve Resolution R-36-2020 for a total spending authority of \$93,408.20 to allow staff to move forward with this project. As mentioned previously in this report, staff proposes to defer the content management project for FY 2020, which will result in \$48,592 in project savings this year unless other needs arise.

RESOLUTION NO. R-36-2020

**A RESOLUTION WAIVING BIDDING AND
APPROVING THE PURCHASE OF INFORMATION TECHNOLOGY EQUIPMENT
FROM CDW GOVERNMENT, LLC, SOFTWARE LICENSES FROM LIFTOFF, LLC,
AND APPROVING AN AGREEMENT WITH PRESCIENT DEVELOPMENT INC.
FOR CONSULTING SERVICES**

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

WHEREAS, the Village utilizes a Microsoft Exchange 2010 server (“*Current Server*”) which has reached the end of its usable life; and

WHEREAS, the Village desires to transition the Current Server to the Office 365 platform in order to improve the efficiency and security of the Village’s information technology system (“*Server Upgrade*”); and

WHEREAS, the Server Upgrade requires the purchase of replacement server equipment and corresponding server licenses (“*Equipment*”), as well as Microsoft Office 365 licenses (“*Office 365 Licenses*”); and

WHEREAS, the Village received a proposal from Prescient Development, Inc (“*Consultant*”) to perform the Server Upgrade, for a total, not to exceed amount of \$10,400; and

WHEREAS, the Village has been satisfied with the services provided by the Consultant in the past and desires to approve an agreement with Consultant for the performance of the Server Upgrade (“*Agreement*”); and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code the bidding requirements may be waived for contracts by the Village Council; and

WHEREAS, the Village received a proposal from CDW Government, LLC (“*CDW-G*”) for the purchase of the Equipment, for a total, not to exceed amount of \$49,066.20; and

WHEREAS, the Village received a proposal from Liftoff, LLC (“*Liftoff*”) for the purchase of the Office 365 Licenses, for a total, not to exceed amount of \$33,942; and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Agreement with Consultant, approve the purchase of the Equipment from CDW-G, and approve the purchase of the Office 365 Licenses from Liftoff;

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

R-36-2020

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section N.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Server Upgrade, the Equipment purchase, and the purchase of Office 365 Licenses.

SECTION 3. APPROVAL OF EQUIPMENT PURCHASE. The Village Council hereby approves the purchase of the Equipment from CDW-G for the total not to exceed amount of \$49,066.20.

SECTION 4. APPROVAL OF OFFICE 365 LICENSES PURCHASE. The Village Council hereby approves the purchase of the Office 365 Licenses from Liftoff for the total not to exceed amount of \$33,942.

SECTION 5. APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement with Consultant to perform the Server Upgrade in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 6. AUTHORIZATION TO EXECUTE DOCUMENTS. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, (i) the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void; and (ii) any documents necessary to effectuate the purchases approved pursuant to Sections 3 and 4 of this Resolution.

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

[SIGNATURE PAGE FOLLOWS]

R-36-2020

ADOPTED this ____ day of _____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

R-36-2020

EXHIBIT A

R-36-2020



QUOTE

as of 3/11/2020

Bill to:

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

Ship to:

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

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

Check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	Cost/Year
Office 365 Plan G3	AAA-11894	12	20.00	110	\$26,400.00
Office 365 Plan G1	U4S-00001	12	8.00	40	\$3,840.00
Azure AD Prem P2	MQN-00001	12	8.50	1	\$102.00
Advanced Threat Protection P1	3GU-00001	12	2.00	150	\$3,600.00

Total: \$33,942.00

Pricing Information:

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to rbraatz@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **Village of Winnetka, IL** (“you” and “your”). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States, If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

“SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.



QUOTE CONFIRMATION

DEAR KEVIN MEEHAN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LJFG159	3/30/2020	LJFG159	273283	\$7,470.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE ProLiant DL20 Gen10 Performance - rack-mountable - Xeon E-2224 3.4 GHz Mfg. Part#: P17080-B21 Contract: MARKET	3	5817587	\$975.00	\$2,925.00
HPE 12W Smart Storage Battery with Plug Connector - battery Mfg. Part#: 782961-B21 UNSPSC: 26111710 Contract: MARKET	3	5135872	\$145.00	\$435.00
HPE - power supply - hot-plug / redundant - 500 Watt - 563 VA Mfg. Part#: 865408-B21 UNSPSC: 39121004 Contract: MARKET	3	4708383	\$225.00	\$675.00
HPE Smart Array E208i-a SR Gen10 - storage controller (RAID) - SATA 6Gb/s / Mfg. Part#: 869079-B21 UNSPSC: 43201557 Contract: MARKET	3	5369556	\$205.00	\$615.00
HPE Enterprise - hard drive - 300 GB - SAS 12Gb/s Mfg. Part#: 870753-B21 UNSPSC: 43201803 Contract: MARKET	9	4503467	\$230.00	\$2,070.00
HPE Foundation Care 24x7 Service - extended service agreement - 3 years - o Mfg. Part#: HC5P9E UNSPSC: 81112305 Electronic distribution - NO MEDIA Contract: MARKET	3	5375542	\$250.00	\$750.00

PURCHASER BILLING INFO	SUBTOTAL	\$7,470.00
Billing Address: VILLAGE OF WINNETKA ATTN: JUDY KRAUS 510 GREEN BAY RD WINNETKA, IL 60093-2563 Phone: (847) 501-6000 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$7,470.00
	DELIVER TO	
Please remit payments to:		

Exhibit A

Shipping Address: VILLAGE OF WINNETKA KEVIN MEEHAN 510 GREEN BAY RD WINNETKA, IL 60093-2563 Phone: (847) 501-6000 Shipping Method: UPS Next Day 10:30, most areas	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
--	---

Need Assistance? CDW•G SALES CONTACT INFORMATION



John Sachaschik

(866) 339-5849

johnsac@cdwg.com

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QUOTE CONFIRMATION

DEAR KEVIN MEEHAN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LJFG180	3/30/2020	LJFG180	273283	\$6,490.92

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Windows Server 2019 Standard - license - 16 cores Mfg. Part#: 9EM-00680 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Illinois Microsoft M+D products (CMS6945110)	4	5300202	\$601.32	\$2,405.28
Microsoft Windows Server 2019 - license - 1 user CAL Mfg. Part#: R18-05796 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Illinois Microsoft M+D products (CMS6945110)	162	5300179	\$25.22	\$4,085.64

PURCHASER BILLING INFO		SUBTOTAL	\$6,490.92
Billing Address: VILLAGE OF WINNETKA ATTN: JUDY KRAUS 510 GREEN BAY RD WINNETKA, IL 60093-2563 Phone: (847) 501-6000 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$6,490.92
DELIVER TO		Please remit payments to:	
Shipping Address: VILLAGE OF WINNETKA KEVIN MEEHAN 510 GREEN BAY RD WINNETKA, IL 60093-2563 Phone: (847) 501-6000 Shipping Method: ELECTRONIC DISTRIBUTION		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	John Sachaschik		(866) 339-5849		johnsac@cdwg.com
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QUOTE CONFIRMATION

DEAR KEVIN MEEHAN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LJHS150	4/1/2020	WINDOWS SERVER	273283	\$2,405.28

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Windows Server 2019 Standard - license - 16 cores	4	5300202	\$601.32	\$2,405.28
Mfg. Part#: 9EM-00680 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Illinois Microsoft M+D products (CMS6945110)				

PURCHASER BILLING INFO		SUBTOTAL	\$2,405.28
Billing Address: VILLAGE OF WINNETKA ATTN: JUDY KRAUS 510 GREEN BAY RD WINNETKA, IL 60093-2563 Phone: (847) 501-6000 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$2,405.28
DELIVER TO		Please remit payments to:	
Shipping Address: VILLAGE OF WINNETKA KEVIN MEEHAN 510 GREEN BAY RD WINNETKA, IL 60093-2563 Phone: (847) 501-6000 Shipping Method: ELECTRONIC DISTRIBUTION		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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John Sachaschik

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QUOTE CONFIRMATION

DEAR KEVIN MEEHAN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LJJT573	4/2/2020	HPE SERVERS	273283	\$32,700.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE ProLiant DL380 Gen10 - rack-mountable - Xeon Gold 5222 3.8 GHz - 32 GB Mfg. Part#: P24845-B21 Contract: MARKET	4	6008054	\$3,050.00	\$12,200.00
HPE Smart Array P408I-A SR Gen10 - storage controller (RAID) - SATA 6Gb/s / Mfg. Part#: 804331-B21 UNSPSC: 43201557 Contract: MARKET	4	4789321	\$420.00	\$1,680.00
HPE - power supply - hot-plug / redundant - 800 Watt - 908 VA Mfg. Part#: 865414-B21 UNSPSC: 39121004 Contract: MARKET	4	4708384	\$275.00	\$1,100.00
HPE Enterprise - hard drive - 1.2 TB - SAS 12Gb/s Mfg. Part#: 872479-B21 UNSPSC: 43201803 Contract: MARKET	32	4503487	\$285.00	\$9,120.00
HPE 96W Smart Storage - battery - Li-Ion Mfg. Part#: P01366-B21 UNSPSC: 26111711 Contract: MARKET	4	4903239	\$115.00	\$460.00
HPE Enterprise - hard drive - 1.2 TB - SAS 12Gb/s Mfg. Part#: 872479-B21 UNSPSC: 43201803 Contract: MARKET	4	4503487	\$285.00	\$1,140.00
HPE Foundation Care 24x7 Service - extended service agreement - 3 years - o Mfg. Part#: H8QP7E UNSPSC: 81112305 Electronic distribution - NO MEDIA Contract: MARKET	4	4748270	\$1,750.00	\$7,000.00

PURCHASER BILLING INFO	SUBTOTAL	\$32,700.00
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Exhibit A

Billing Address: VILLAGE OF WINNETKA ATTN: JUDY KRAUS 510 GREEN BAY RD WINNETKA, IL 60093-2563 Phone: (847) 501-6000 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$32,700.00
DELIVER TO Shipping Address: VILLAGE OF WINNETKA KEVIN MEEHAN 510 GREEN BAY RD WINNETKA, IL 60093-2563 Phone: (847) 501-6000 Shipping Method: UPS Next Day 10:30, most areas	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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Village of Winnetka

Office 365 Migration

Presented to:
Village of Winnetka

Presented By:
Prescient Solutions

March 30, 2020

PRIVACY OF CONTENT

The information contained herein is considered privileged, confidential and the property of Prescient Solutions. Its release to third parties would offer substantial benefit to competitors offering similar services. The use or release of this information by the named party above for purposes other than evaluation of its content, as a basis for contract award, is not authorized.



Statement of Work Contact Information

Presented to:

Tim Sloth
Village of Winnetka
tsloth@winnetka.org

Submitted by:

Steve Smith
Prescient Solutions
ssmith@prescientsolutions.com



Statement of Work

This Statement of Work (SOW) is provided by Prescient Solutions at the request of the Village of Winnetka.

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Executive Summary

This **Statement of Work (SOW)** describes the setup and migration of on-premise Exchange 2010 to Office 365 for the Village of Winnetka.

Project Approach

Prescient Solutions will assist in the planning and migration of the on-premise Exchange 2010 environment to Office 365. This includes preparation and deployment of pre-requisites, and wrap-up of the project after mailbox migration is completed.

Scope of Work

Work determined for this project is as follows:

1. Office 365 Pre-Requisites
 - a. Install, configure, and promote 3 new Server 2019 domain controllers
 - b. Demote 4 current domain controllers (leave hardware running as file servers)
 - c. Ensure Active Directory (AD) is at proper functional level
2. Office 365 Migration
 - a. Configure environment to sync passwords for users from Winnetka Active Directory
 - b. Create hybrid connection between Exchange and Office 365
 - i. Implement and test all DNS records
 - ii. Ensure domain is properly configured for Office 365 tenant
 - c. Implement base configuration of EOP spam filter
 - d. Assist in resolving any issues migrating mailboxes to Office 365
 - e. Ensure items from Public Folders are migrated to appropriate solutions
3. Exchange 2010 Post-Migration
 - a. Install and configure Office 365 Exchange console integrated with on-premise AD
 - b. Decommission old Exchange 2010 environment

Project Scope – Out of Scope

Specific items not in scope:

- Migration of user mailboxes
- Installations of Office suite
- PST file location and migration

Any item not mentioned in above Scope of Work is considered to be out of scope. Additional hours, projects and tasks may be defined and separate hourly invoices created or proposals be developed, proposed and mutually agreed upon prior to completion of any additional services.



Project Roles and Responsibilities

Prescient Solutions Responsibilities:

In order to meet the project’s stated objectives, Prescient Solutions will:

- Schedule time with customer for the work to be completed

Village of Winnetka Responsibilities:

To allow the mutually agreed upon objectives to be met:

- Provision of workspace.
- Provision of all necessary hardware & licensing being purchased and delivered.
- Provision of access to customer’s facilities and systems while maintaining appropriate levels of security.
- Provision of timely access to people, documentation, and systems as required for successfully implementing and completing this engagement.

Project Information and Pricing

The project pricing is based on a fixed bid price. The project will be invoiced in arrears.

All additions and or changes to this defined Statement of work will be reviewed, mutually agreed upon, documented within the Change Management Process Form attached below, and proposed as an addition to the existing project, or defined as an additional project to be completed after the completion of this defined Statement of Work. Notice will be given when the project nears the allotted hours to ensure proper communication is provided to the client.

Information contained in this document is valid for 30 days from the date of publication. Village of Winnetka agrees to compensate Prescient Solutions for all work performed under this agreement, which will be scheduled upon signature.

Project Totals	
Senior System Engineer Hours	80
Total Hours	80
Project Pricing	
Project Total (@ \$130/hr)	\$10,400.00



Next Steps

- Confirm objectives and scope
- Sign Acceptance page
- Schedule work
- Begin work

Change Management

After commencement of this project, changes to this **Statement of Work** will be made using the **Change Management Form** as described in **Appendix A**. All changes must be submitted in writing to Prescient Solutions and a Change Management Form signed by both Prescient Solutions and the Village of Winnetka before any changes will be initiated. The Village of Winnetka will be notified by Prescient Solutions of any changes in the project schedule or required resources, or if additional costs are associated with the requested change.

Change Control Procedure

Any project, modifications, additions, or deletions that affect the project scope, tasks or deliverables will be identified as a change request and actively managed and discussed. Prescient Solutions will work with Village of Winnetka to address and respond to those requests in accordance with the following process:

- **Identification:** Village of Winnetka or Prescient Solutions will provide a detailed description of the change as a Change Request on the Change Control Form
- **Review:** A joint review of any Change Request will be held attended by Village of Winnetka management and Prescient Solutions' Project Manager to assess the severity and validity of the change.
- **Response by Prescient Solutions:** Should Village of Winnetka or Prescient Solutions determine the requested change is valid and necessary, a Change Order Authorization Form will be developed by Prescient Solutions detailing the work effort required to perform the change, as well as cost, timing and functional impact to the project.
- **Approval:** Both Village of Winnetka and Prescient Solutions signatures will be required on the Change Order Authorization Form for approval. All approved Change Order Authorization Form's will become addendums to this proposal.



Project Acceptance

Upon acceptance of this project statement of work Prescient will provide an addendum to the existing master services agreement. The addendum will describe the additional Project Scope of Work and Project Payment Terms to be added to the Services Agreement and Attachment and will be made an integral part of the Services Agreement.

Accepted and agreed to by:

Village of Winnetka, Inc.

By: _____

Its: _____

Date: _____

PRESCIENT DEVELOPMENT, INC.

By: _____

Its: CFO

Date: _____



Appendix A: Change Management Process

Change Control Form

Requested By: _____

Date: _____

Description of change request:

Benefits of the change:

Impact on the Project:

Schedule Changes:

Cost Changes:

Project Administrator Approval: _____

Date: _____

Project Manager Approval: _____

Date: _____



Agenda Item Executive Summary

Title: Motion to Extend Village President's Declaration of Emergency

Presenter: Peter Friedman, Village Attorney

Agenda Date: 04/21/2020

Consent: YES NO

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

Item History:

On March 17, 2020, the Village President issued a Declaration of Emergency, which Declaration the Village Council extended to the end of the April 14, 2020 Village Council meeting.

Executive Summary:

On March 17, 2020, President Rintz issued a Declaration of Emergency for the Village of Winnetka (“Declaration”) related to the COVID-19 emergency. The Declaration provided that: (1) the Village may enter into contracts for the emergency purchase of goods and services; (2) the Village Manager may implement emergency staffing protocols pursuant to the Village’s respective collective bargaining agreements; and (3) directed Village officials and employees to cooperate with other government agencies. The President had the authority to issue the Declaration pursuant to the enabling provision set forth in the Winnetka Village Code.

In accordance with Illinois statutes, the President's Declaration lasted only for a period of seven days, unless it was extended by action of the Village Council. At its March 17, 2020 emergency meeting, the Village Council extended the Declaration until the next Village Council meeting. Because the Village Board will be meeting on April 14, 2020, the Declaration will expire at the end of the Council meeting unless the Village Council extends the duration of the Declaration.

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

"I hereby move to extend the President's March 17, 2020 Declaration of Emergency until the end of the next regular, special, or emergency meeting of the Village Board."

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

Recommendation:

That the Village Council adopt a motion further extending the President's March 17, 2020 Emergency Declaration.

Attachments:

Emergency Proclamation.

**DECLARATION OF EMERGENCY
VILLAGE OF WINNETKA, ILLINOIS
MARCH 17, 2020**

I, Village President Christopher Rintz, do hereby issue this Declaration of Emergency for the Village of Winnetka, this 17th day of March, 2020 (*"Declaration"*).

Introduction

The United States Centers for Disease Control (CDC), the United States Department of Health and Human Services (HHS), and the World Health Organization (WHO) have each determined that the SARS-CoV-2 virus causes the COVID-19 respiratory disease. The SARS-CoV-2 virus is a new strain of coronavirus that had not been previously identified in humans and is easily spread from person to person. The COVID-19 disease can result in serious illness and death.

Dozens of confirmed cases of COVID-19 have been identified in the State of Illinois; to date, most of the cases in Illinois are in the greater Chicagoland area, including in Cook County, Illinois. On January 31, 2020, the Secretary of HHS declared a public health emergency for the entire United States of America concerning COVID-19. On March 9, 2020, Governor Pritzker issued a disaster proclamation concerning the spread of COVID-19 in Illinois. On March 11, 2020, WHO declared that the spread of COVID-19 is a global pandemic. On March 13, 2020, President Trump declared a national emergency concerning the COVID-19 pandemic.

The Illinois Department of Public Health has now confirmed localized community person-to-person transmission of COVID-19 in Illinois, significantly increasing the risk of exposure and infection to Illinois' general public and creating an extreme public health risk in the Village and throughout the State. As has been experienced in other locales in the United States and around the world, the SARS-CoV-2 virus has the potential to infect large numbers of people in a short amount of time, placing extreme burdens on the health care system and the economy.

In order to prevent the spread of COVID-19 in the Village, and to protect the residents of the Village from disease and death, I find that it is necessary to issue this Declaration to implement emergency regulations and orders, all as set forth in this Declaration.

Statement of Authority

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

Declaration

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

**DECLARATION OF EMERGENCY
VILLAGE OF WINNETKA, ILLINOIS
MARCH 17, 2020**

Emergency Regulations and Orders

I hereby direct and order as follows:

1. *Emergency Purchasing.* I order that the Village may enter into contracts for the emergency purchase of goods and services that may be necessary for the preparation for, response to, and recovery from, the COVID-19 pandemic. The Village President and the Village Manager are hereby authorized to execute such contracts in accordance with applicable law.
2. *Emergency Staffing.* This Declaration constitutes a declaration of civil emergency under the Village's collective bargaining agreements and other applicable provisions of law. Accordingly, I direct the Village Manager to implement such emergency staffing protocols and procedures as may be necessary for the preservation of public health and safety, and for the preservation of the health of Village employees. Specifically, and without limitation of the foregoing, the Village Manager is authorized to implement alternative staffing protocols, procedures, and shifts for the Village Police, Fire, and Public Works Departments, as well as the Water & Electric, Community Development, Finance, and Administration Departments.
3. *Cooperation with Other Government Agencies.* I direct all Village officials and employees to take all practicable steps to coordinate the Village's resources and emergency operations with the State of Illinois, the County of Cook, and other local governments in and around the Village, to best utilize resources of all agencies in the area for the preparation for, response to, and recovery from, the COVID-19 pandemic.

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

Effective Date and Period of Emergency

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

[SIGNATURE PAGE FOLLOWS]

**DECLARATION OF EMERGENCY
VILLAGE OF WINNETKA, ILLINOIS
MARCH 17, 2020**

Signed and sealed with the official seal of the Village of Winnetka on this 17th day of March, 2020.

By:



Christopher Rintz
Village President
Village of Winnetka

Village Seal

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

ACKNOWLEDGMENT

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

GIVEN under my hand and notarial seal this 17th day of March, 2020.



NOTARY PUBLIC

