

Winnetka Village Council
REGULAR VIRTUAL MEETING

Zoom
October 6, 2020
7:00 PM

AGENDA

In accordance with social distancing requirements and Governor Pritzker’s Executive Orders 2020-43 and 2020-44, and Section 7(e) of the Illinois Open Meetings Act, the Winnetka Village Council meeting on Tuesday, October 6, 2020 will be held virtually. The meeting will be livestreamed via the Zoom platform. At least one representative from the Village will be present at Village Hall in compliance with Section 7(e) of the Illinois Open Meetings Act, and the virtual meeting will be simulcast at Village Hall for members of the public who do not wish to view the virtual meeting from another location. Pursuant to Executive Orders 2020-43 and 2020-44 issued by the Governor, the number of people who may gather at Village Hall for the meeting is limited due to the mandated social distancing guidelines. Accordingly, the opportunity to view the virtual meeting at Village Hall is available on a “first come, first-served” basis.

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

- 1) Telephone (audio only Call 312-626-6799), when prompted enter the Meeting ID – 92453666787 (Please note there is no additional password or attendee ID required)
- 2) Livestream (both audio and video feed) Download the Zoom meetings app to your smartphone, tablet or computer and then join Meeting ID:92453666787. Event Password: VC100620

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, October 6, 2020 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at the beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

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

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

Winnetka Village Council
REGULAR VIRTUAL MEETING

October 6, 2020
7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) October 13, 2020 Study Session
 - b) October 20, 2020 Regular Meeting
 - c) Thursday, November 5, 2020 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) September 8, 2020 Study Session Meeting Minutes3
 - ii) September 15, 2020 Regular Virtual Meeting Minutes5
 - b) Approval of Warrant List dated September 11 – October 1, 202011
 - c) Resolution No. R-63-2020: Professional Engineering Services (Adoption)12
 - d) Resolution No. R-64-2020: Agreement with Strand & Associates for Engineering Design of the Northfield Substation Transformer Project (Adoption).....33
 - e) Resolution No. R-65-2020: Contract with Continental Construction Company, Inc. for Repair of Water Plant Coping Blocks (Adoption).....45
 - f) Resolution No. R-66-2020: Easement Agreement for the Installation and Maintenance of Utilities (Adoption).....62
- 8) Ordinances and Resolutions
 - a) Ordinance No. M-14-2020: Rebel House Interior Design Special Use - 901-905 Green Bay Road (Introduction & Adoption).....79
- 9) Old Business: None.
- 10) New Business: None.

- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

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

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

**MINUTES
WINNETKA VILLAGE COUNCIL
VIRTUAL STUDY SESSION
September 8, 2020**

(Approved: xx)

A record of a legally convened study session of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, September 8, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Finance Director Tim Sloth, Kevin McCanna, Chairman, Speer Financial, and one person in the audience.
- 2) Public Comment. None.
- 3) 2013/2014 G.O. Bond Refunding Opportunities Discussion. President Rintz explained that bonds totaling \$16.5 million were issued in 2013 and 2014 to finance stormwater projects. With a call date of December 31, 2021, the Council has an opportunity to discuss refinancing the bonds, since bond rates have decreased substantially. He thanked Trustee Dearborn for bringing the issue to the fore, as the Village should act quickly to realize the interest savings.

Mr. Sloth reviewed the current debt standings for the Series 2013 and 2014 bond issues, as well as the long-term structure of the debt. The bond debt was structured with the understanding that interest rates would rise in the future; however, in light of current bond rates, the Village may benefit by refinancing the debt.

Mr. Sloth reviewed several options for the Council to consider:

- Option 1: Taxable G.O. refunding bonds; 10 years, level debt. This option provides the greatest potential savings (approximately \$5,207,328); interest rates would be locked in for ten years at low rates and annual debt requirements would remain relatively the same.
- Option 2: Taxable G.O. refunding bonds; 20 years, level debt. Provides significant savings (approximately \$3,869,762) and locks in low interest rate for 20 years; reduces annual debt service requirements and preserves additional debt capacity for future bond issuances.
- Option 3: Taxable G.O. refunding bonds; 26 years, barbell debt. Provides significant savings (approximately \$2,434,994); locks in debt at 3% or less; reduced annual debt requirements and provides substantial additional debt capacity for future debt issuance.

Mr. Sloth said staff is recommending bond refinancing using Option #2, as it provides flexibility for future stormwater funding while still saving a large sum in interest payments. In this scenario, the annual debt service amount would be decreased from \$1.3 million to \$780,000; and the Village would have the capacity to issue additional debt if needed.

Mr. McCanna reviewed the mechanics of the refinancing, which begins with preparing offering documents, then acquiring a bond rating, and finally, the sale of the bonds. He said the underwriting fee would be approximately \$100,000, and the cost of issuance would be just below \$100,000, noting that the actual fee costs won't be known until the sale is final.

Trustee Lanphier asked what doing nothing would look like. Mr. McCanna explained that if rates rise by less than .75% the Village would be better off waiting to refinance and do a tax-exempt offering. The problem with this option is there is no way of knowing what the rates will do in the next year, and there is a lot of money to be saved by locking in at this time.

Trustee Dearborn asked if the Village could hedge for the next 14 months and do a tax-free issuance at the end of that period. Mr. McCanna explained that hedging is not well-developed for municipal bonds and the process does not work very well, and the fees charged on forward-delivery bonds are very high.

Asked for an explanation of tax-free vs. taxable bonds in terms of dollars, Mr. McCanna said if the Village waits and the rates move more than .75%, the Village would be in the same position as today; if the rates move more than .75%, the Village would be worse off; if the rates move less than .75% the Village would benefit. The problem with predictions is that no one knows where the rates will go in the future and how the yield curve will shift.

The Council discussed its options in detail along with lessons learned from the original bond issues. Mr. McCanna explained that a level debt service structure leaves the Village in the best shape and leaves the door open for future debt, if it's needed. It was agreed that taking advantage of the current historically low interest rates is the right course of action.

Trustee Lanphier asked if there was any public comment.

Mark Melio, Winnetka resident. Mr. Melio said the Village is making a good decision to refinance, and thought the 20-year term was the best option.

President Rintz said he was comfortable with Option 2 and asked the Trustees for their thoughts. Trustee Dearborn was generally in favor of Option 2 and keeping the option to tweak the formula if need be before sending the bonds out to bid. There was general agreement with this course, and a preference was expressed to finalize the plan before the Presidential election. Mr. McCanna explained that the Council could adopt a "parameters" bond Ordinance giving the Village President the authority to accept the bid with the advice and consent of the Council.

There was unanimous approval from the Council to move forward with Option 2, with final approval in 30 days.

- 4) Adjournment. Trustee Dearborn, seconded by Trustee Cripe, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None. The meeting adjourned at 7:51 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
September 15, 2020**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, September 15, 2020 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Community Development Director David Schoon, Public Works Director Steve Saunders, Jodi Mariano of Teska Associates, Joe Vondra of Ciorba Group, and one person in the audience.
- 2) Pledge of Allegiance. Trustee Swierk led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) October 6, 2020 Regular Virtual Meeting. All of the Council members present said they expect to attend.
 - b) October 13, 2020 Virtual Study Session. All of the Council members present said they expect to attend. Manager Bahan announced that this meeting will be a Special Meeting/Study Session.
 - c) October 20, 2020 Regular Virtual Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Apatoff thanked the Cripe family for its 9/11 memorial display at the Cenotaph on the Village Green.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. President Rintz gave an update on the design engineering project for the Forest Preserve stormwater detention project.
- 6) Approval of the Agenda. Trustee Swierk, seconded by Trustee Cripe, moved to approve the Agenda. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.
- 7) Consent Agenda
 - a) Village Council Minutes.
 - i) August 18, 2020 Regular Virtual Meeting Minutes.

- ii) September 1, 2020 Regular Virtual Meeting Minutes.
- b) Approval of Warrant List dated August 28 – September 10, 2020 in the amount of \$1,367,499.31.
- c) Resolution No. R-59-2020: Monitor/Defibrillator Purchase from the Zoll Corporation (Adoption).
- d) Resolution No. R-62-2020: 2020 Cleanup Week Change Order (Adoption).

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

8) Ordinances and Resolutions.

- a) Resolution No. R-60-2020: Sts. Faith, Hope & Charity School Temporary Tent Approval (Adoption). Mr. Schoon reviewed this request to use a temporary tent as classroom space for 180 days over the next 12 months. Manager Bahan has conditionally approved the tent, and tonight the Council is being asked to formally approve the request.

There being no Council questions, President Rintz asked for public comment.

Donna Borman, Business Manager for Sts. Faith, Hope and Charity parish. Ms. Borman said the tent is planned to be taken down for the year on October 30; however, it may be put up again in the spring if necessary.

There being no further public comment or Council discussion, Trustee Apatoff, seconded by Trustee Cripe, moved to adopt Resolution No. R-60-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- b) Resolution No. R-61-2020: Phase III Streetscape Engineering Services (Adoption).

President Rintz explained that the engineering design for Phase III Streetscape needs to be approved now if the Village is to undertake the project in 2021.

Mr. Saunders reviewed the first two phases of the Streetscape project, and described the project area for Phase III, which will take place on Lincoln Avenue north of Elm Street, including the northeast and northwest corners of the Lincoln/Elm intersection. He explained that Ciorba Group will perform the engineering tasks and Teska Associates will assist with streetscape elements and landscaping. Next, he reviewed details of the engineering proposal and a project schedule that envisions bidding in early 2021 and construction in the spring. Staff is recommending that the Council waive the competitive bidding process and award a \$68,588 contract to Ciorba Group and Teska Associates for design engineering and landscape architecture services.

Trustee Dearborn asked if the Council could walk the Streetscape sites and discuss lessons learned from the first two phases of construction. President Rintz said the pandemic poses complications for scheduling an in-person gathering of the Council; however, Teska Associates has been requested to prepare a report on Phase I and II that addresses issues with the West Elm Streetscape process. Trustee Dearborn said he wouldn't want to approve the design contract until after concerns of Trustees are dealt

with. President Rintz explained that the Council would deliberate after the technical questions are dealt with.

Trustee Apatoff asked for a comparison of fees from Phase I and II vs. Phase III. Mr. Saunders said engineering expenses for Phase I were \$79,430; Phase II engineering cost \$31,570. The fee in Phase III is comparable based on project size and scope. Trustee Apatoff next expressed a concern with narrowing the width of Lincoln Avenue to widen the sidewalks.

Ms Mariano explained that widening the sidewalk will make the area more pedestrian-friendly. Mr. Saunders said Lincoln Avenue will be closely evaluated for turning radius and automobile maneuverability; traffic safety will drive the process (similar to the narrowing of Chestnut Street north of Elm Street in Phase I) before pedestrian space is claimed.

There was a discussion about how Phase III will affect future streetscape projects during any potential development of the former One Winnetka site.

Ms. Mariano answered questions about tree removal; she explained that the Environmental & Forestry Commission will review the trees scheduled for removal to ensure that all of the removals are necessary. She also responded to questions about the lighting scheme and the location of the planters.

President Rintz called for public comment.

Ms. Kazenas read an email from Terry Dason, Director of the Chamber of Commerce. Ms. Dason expressed support for passing the Subject Resolution, as the East Elm Business District infrastructure has not been updated for many years, and residents need an attractive walking destination. She commented that the time is right for construction, as the pandemic provides an opportunity to complete the work without undue disruption to area businesses.

Scott Myers, former Village Trustee and member of the Downtown Master Plan Steering Committee and Streetscape Task Force. Mr. Myers said the questions about Phase III were covered in detail during discussions of the Phase I and II projects; and he noted that he was pleased with the community's use of the gathering spaces in West Elm, even in the absence of event programming during the Covid-19 pandemic. He explained that once the former One Winnetka site is developed, there will be more residents and more people in the East Elm district and the narrow sidewalks make pedestrian navigation difficult. He commended the Council for moving forward with the next phase of streetscape and for the public engagement plan. Finally, he observed that the streetscape and signage program was envisioned from the start to be a vehicle to tie the East and West Elm districts together with a cohesive design, layout, and street elements.

President Rintz thanked Mr. Myers for his historical perspective. He noted that he visits downtown most days of the week and hears many positive comments from the community as he makes his way around the districts. He said the area is popular with residents and is as lively and vibrant as the Streetscape Task Force envisioned. He commended the design and execution of Phase I and II, and he urged the Trustees to trust the professionals who are tasked with designing and constructing the Phase III improvements and not to get bogged down in discussions on the various components at

this time. He has received comments on how nice the wider sidewalks on Chestnut Street are, as the additional width makes pedestrian navigation much easier. The traffic has been calmed now that the street is slightly narrowed - and this is a good thing, as vehicles should not be speeding through a crowded downtown area. He explained that the design engineering needs to be completed in time for sending the project out to bid for spring construction and he urged the Council to keep the project moving.

Trustee Cripe shared President Rintz' sense of urgency on the Phase III design engineering. He said Winnetka is a great town for raising kids; however, the downtowns have been drab, unappealing, and dull and the city seemed like a better living alternative once the kids have been raised. He expressed satisfaction with the results of Phase I and II and the vitality that has been brought to the West Elm district. He was in favor of narrowing Lincoln Avenue to slow the traffic for the safety of pedestrians, especially school children and parents with strollers. He voiced his trust in the engineering and landscape experts working for the Village and said he was in favor of moving forward.

Trustee Swierk agreed with Trustee Cripe that the Council has good reason to trust its design professionals and he added that he enjoyed working with Ms. Mariano on the Streetscape Task Force. He expressed faith in Teska Associates and added that the Council will have a chance to see the designs and discuss them before construction starts. He said he has not received any negative comments about Phase I and II from the community, and he also supported narrowing Lincoln Avenue to slow and calm the traffic. Finally, he said he was comfortable approving the design contract tonight.

Trustee Dearborn said he would have liked to reassess the process with lessons learned from Phase I and II before approving the design engineering for Phase III. He expressed concerns about narrowing Lincoln Avenue and about the number of trees that will have to be taken down. He asked the Village to think outside the box to preserve the look of Lincoln Avenue by keeping more of the trees than the plan calls for. He said he would approve moving forward with the design contract for Phase III; however, he would like to schedule a Council walk-through of the area to reassess the trees. Attorney Friedman said as long as no more than two Council members attend a walking tour, it will not have to be noticed as a public meeting.

Trustee Apatoff said it seems the Trustees agree they want to move forward with the design contract, and that time is of the essence. He said he would be in favor of walking the area with Ms. Mariano to see the tree situation in detail.

Trustee Cripe agreed that the tree plan could be tweaked; added he would prioritize the utility work over the trees; and said it would be helpful to know which trees could possibly be saved and which ones clearly cannot.

President Rintz said the Environmental & Forestry Commission (EFC) is scheduled to do such a tree study at its next meeting. Mr. Saunders said he would make sure the Council receives a copy of the EFC's agenda packet. He explained that the curbs and sidewalks have to be replaced whether Lincoln Avenue is narrowed or not – and some of the trees just will not survive the construction process.

Trustee Lanphier agreed that the EFC should share its expertise with the Council and community on the tree issue and said she would approve moving forward with the

engineering contract. She was in favor of widening the sidewalk and calming the traffic on Lincoln Avenue by narrowing the street; and said she looks forward to a discussion on the lighting at a later time.

There was a short discussion about the light fixtures, light pollution, and keeping an eye on future developments in the field of dark sky technology.

Trustee Coladarci said an acceptable solution might be to look at alternative ways of constructing the infrastructure improvements to preserve more trees and he expressed skepticism of the engineering recommendations. He suggested matching the lighting at Moffat Mall with the new lighting on Chestnut and Elm Streets; and questioned the need for tall light fixtures at the intersections. He said he was in favor of moving forward with the design engineering project to keep it on track for spring construction.

Mr. Saunders explained that the spacing and height of the pedestrian light poles do not allow enough light to hit the middle of the intersections, which necessitates the use of the large roadway poles to provide that illumination.

President Rintz said he doesn't like the high lights either; however, there are lighting standards for intersections that the Village must follow. Mr. Vondra said he uses the IES14-2018 Standards, which are developed based on the classification of the road and the amount of pedestrian traffic expected for the intersection. He said he would certainly try to reduce the lighting and still provide coverage to see pedestrians and obstacles.

Trustee Coladarci questioned the need to use the lighting standards and he thought the Village could apply a common-sense lighting standard instead.

Mr. Saunders said the points on lighting are well taken and there is no resistance among staff or consultants to examine the issue further. However, there is a threshold for lighting that he, as Village Engineer, would not be comfortable going below.

Ms. Mariano said the Council's input has been informative and will be taken into consideration during the Phase III design.

President Rintz noted that the Council is responsible for risk management for the entire Village and preventing unnecessary litigation is one of those tasks.

Manager Bahan asked any Trustees interested in a walking tour of the Phase III project area to contact him for scheduling, and he urged them to take advantage of discussing the tree removals at the EFC meeting as well.

Trustee Lanphier, seconded by Trustee Swierk, moved to adopt Resolution No. R-61-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session. None.

13) Adjournment. Trustee Dearborn, seconded by Trustee Coladarci, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe,

Dearborn, Lanphier, and Swierk. Nays: None. Absent: None. The meeting adjourned at 9:07 PM.

Recording Secretary

DRAFT



Agenda Item Executive Summary

Title: Approval of Warrant List Dated September 11 - October 1, 2020

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 10/06/2020

Consent: YES NO

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

Item History:

None.

Executive Summary:

The Warrant List dated September 11 - October 1, 2020 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated September 11 - October 1, 2020.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-63-2020: Professional Engineering Services (Adoption)

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

Agenda Date: 10/06/2020

Consent: YES NO

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

Item History:

On March 11, 2020 Village authorized a contract with Baxter & Woodman, Consulting Engineers to provide professional engineering assistance due to personnel retirement; contract amount not to exceed \$20,700.

Executive Summary:

Due to the retirement of Assistant Village Engineer on May 1, 2020, and considering the ongoing COVID-19 pandemic, the Public Works Department sought professional engineering assistance for the Engineering Division. With limited time before the retirement, the Village requested a proposal from Baxter & Woodman, Inc. (B&W) At the time of request, the Village was working with the firm on the Oak and Cherry Streets Bridge Rehabilitation Project and the Village's CRS Program. Services to be provided included shadowing the Assistant Village Engineer before her departure to learn the plan review process and assisting with reviews; performing drainage inspections; and other duties as needed. The proposal that was submitted allowed for a part-time position for a price not to exceed \$20,700. The Village has now reached the full value for this contract. In consideration of the performance of B&W to-date; and future changes to the Engineering Department, including potential future retirements, the Village sought a proposal to extend the existing contract with B&W until December 31, 2020. B&W submitted a proposal to extend the existing contract for a new total contract amount not to exceed \$65,700 - or an additional \$45,000. With the retirement of the Assistant Village Engineer and the elimination of salaries and benefits for that position, the assistance being provided is at a cost savings to the Village.

B&W has extensive municipal engineering management experience and are currently managing the Engineering Division for the Village of Glenview. Staff believes they will continue to meet the Village's expectation and is recommending using the budgeted funds from the Assistant Village Engineer position to pay for this additional cost.

Recommendation:

Consider adopting Resolution No. R-63-2020 awarding a contract for professional engineering services to Baxter & Woodman, Consulting Engineers in a not to exceed amount of \$65,700 for ongoing engineering consulting services.

Attachments:

1. Resolution No. R-63-2020
2. Copy of Proposals from Baxter & Woodman, Consulting Engineers

A RESOLUTION WAIVING BIDDING AND APPROVING AN EXTENSION OF A PROFESSIONAL SERVICES AGREEMENT WITH BAXTER & WOODMAN, INC. FOR PROFESSIONAL ENGINEERING SERVICES

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

WHEREAS, on March 11, 2020, the Village Manager executed a contract (“*Contract*”) with Baxter & Woodman, Inc. of Crystal Lake, Illinois (“*Consultant*”) to perform part-time plan review and inspection related services in an amount not to exceed \$20,700 (“*Services*”); and

WHEREAS, the Village has reached the maximum allowable cost under the Contract for the Consultant to perform the Services; and

WHEREAS, due to personnel shortages in the Village’s Public Works Department, the Village has identified a need to expand the Services to include additional plan review and inspection related services (“*Additional Services*”); and

WHEREAS, the Village desires to extend the Contract with the Consultant for the provision of the Additional Services (“*Extension*”); 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 which by their nature are not adaptable to competitive bidding; and

WHEREAS, the timing of the personnel shortages prevents the Village from using competitive bidding for the provision of the Additional Services without experiencing a decline in the level of services the Village is capable of providing; 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 the Extension with Consultant to perform the Additional Services;

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

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

SECTION 2: 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 the Additional Services.

SECTION 3: APPROVAL OF EXTENSION. The Village Council hereby approves the Extension in a form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE 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 Extension in substantially the form as **Exhibit A.**

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

ADOPTED this 6th day of October, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EXTENSION

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 6th day of October, 2020, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. **CONSULTANT.**

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

Consultant Name ("Consultant**"):** **Baxter & Woodman, Consulting Engineers**

Address: **8840 West 192nd Street, Mokena, IL 60448**

Telephone No.: **(815) 459-1260**

Email: **baxterwoodman.com**

Project Name/Description: **Professional Services**

Agreement Amount: **\$65,700.00**

B. Project Description. *Provide temporary Professional Engineering service assistance*, as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

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

SECTION 2. **SCOPE OF SERVICES.**

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

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

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

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

D. Claim In Addition To Agreement Amount.

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

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

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

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement

(“**Additional Services**”), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term “Consultant” shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

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

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

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

E. Compliance With Laws and Grants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded

sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

With a copy to:

Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Benjamin L. Schuster

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

With a copy to:

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

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

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

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

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

J. Authority to Execute.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this 6th day of October, 2020.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

Attachment 2

August 27, 2020

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

Subject: Village of Winnetka – 2020 Engineering Services Amendment Proposal

Dear Mr. Bernahl,

Baxter & Woodman, Inc. is pleased to submit this amendment to our proposal dated February 27, 2020 to provide engineering services. These programs include plan review and program management through the end of 2020. This Proposal is to maintain our Program Management services led by Emily Grimm, PE, CFM who is excited to continue as your Program Manager.

Our Scope of Services, Schedule, and Engineering Fees are presented below.

Engineering Management Services

1. PLAN REVIEW – Review single family residential project permit applications, work in the floodplain must be reviewed by a Professional Engineer and Certified Floodplain Manager. Provide review comments to the Permit Clerk. Staple approved as noted comments to paper plans to be returned to Village Hall. Respond to telephone and in-person inquiries from permit applicants, neighbors and the general public.
2. VILLAGE STORMWATER ENGINEERING – Village storm water engineering includes running Village Engineering programs, including the CRS Program, MS4 Reporting, MWRD I/I Program, and Annual Sewer Relining Program. This also includes plans and specs for preparation for the Villages public infrastructure projects whose fees would be developed on a per project basis.
 - a. CRS PROGRAM MANAGEMENT – Confirm annual outreach publications and residents mailers are dispatched according to the plan submitted during the Village’s verification visit. This includes confirming planned articles are included in Village newsletter, brochures are available at determined Village locations, and Repetitive Loss letters are mailed out using the Repetitive Loss mailing list. Certify the Village is continuing to meet prerequisites for its CRS class by completing the Village’s annual recertification package for the CRS program.

- b. NPDES MS4 REPORTING – Prepare and submit the Annual Facility Inspection Report (AFIR) yearly. Update the Village’s existing SMPP documentation yearly with the information necessary to meet MS4 permit requirements and regional standards. The level of MS4 permitting varies a lot depending on the size of the program. Nearby communities are spending anywhere from \$5,000 a year for a bare minimum approach up to a comprehensive program for \$100,000 based on the scope of the program. We will review Winnetka’s program before determining the level of effort required to run it. The provided estimate of hours aligns with a bare minimum program; our fee is priced as such.

This program has been completed for 2020.

- c. MWRD I/I PROGRAM – Work with Winnetka staff to review available sanitary sewer system data, maps, and reports. Draft and submit Annual Summary Report and any necessary attachments required to MWRDGC. Confirm the completion of the short-term requirements of the program and transition the Village to long-term requirements. Assist in the organizing and recording of the yearly manhole inspections, smoke testing, dye testing, and CCTV review necessary to meet MWRD’s long-term requirements.

This program has been completed for 2020.

- d. ANNUAL SEWER RELINING – Work with staff to choose and prepare sewer lining project areas and maps for the shared services sewer lining program. Manage the sewer lining program, as well as the annual cleaning and televising of the sanitary system.

This program has been completed for 2020.

Schedule

This Amendment covers Engineering Services through the end of 2020.

Engineering Fee

Our engineering fee for the above stated scope of services will be based upon our hourly rates for actual work time performed plus reimbursement for out-of-pocket expenses including travel and postage, which will total an additional \$45,000 for an amended not to exceed amount of **\$65,700**. See attached Fee Estimate for fee structure.

We appreciate the opportunity to continue work with the Village of Winnetka on these important programs. Please do not hesitate to call Emily Grimm, Winnetka Program Manager at 815-444-3296, or John Mick at 815-444-3308 with questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



John P. Mick II, PE
Winnetka Client Manager



Emily Grimm, P.E.
Program Manager

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Village of Winnetka
2020 Engineering Services Fee Estimate

Project	Year 2020		Total Hours	Task Totals
	\$ 140	\$ 120		
TASK				
1 Plan Review	120	120	240	\$31,200
2 Stormwater Engineering	60	40	100	\$13,200
Total Hours =	180	160	340	
Total Fee =	\$25,200	\$19,200	\$45,000	



Agenda Item Executive Summary

Title: Resolution No. R-64-2020: Agreement with Strand & Associates for Engineering Design of the Northfield Substation Transformer Project (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 10/06/20

Consent: YES NO

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

Item History:

Northfield Substation is currently served by a single 138kV-12.47kV transformer and connected to the distribution system via 15kV metal enclosed indoor switchgear and breakers. The Electric Fund Capital Plan contains funding for the expansion of the substation. The Village Council has previously approved an interconnection agreement with ComEd and the procurement of the new switchgear and breakers. Completion of the substation work is currently targeted at the first quarter of 2022.

Executive Summary:

The 2020 Electric Fund Budget contains funding to begin development of design specifications and bid documents required for the procurement and installation of 138kV / 12.47kV substation transformer at the Northfield Substation.

A Request for Proposal (RFP #020-002) was issued for professional services required for the specification of the transformer, installation services, preparation of technical content for bid documents, bid evaluation, and site acceptance of the transformer at the Northfield Substation. On June 23, 2020 the proposal notice was posted to the on-line procurement service, Demand Star. Proposals were opened on July 21, 2020, three companies submitted proposals.

Village staff evaluated the proposals using multiple criteria: expertise; project understanding; fees; reputation; and past experience with the firm. Strand & Associates submitted the lowest total proposal in the amount of \$59,700 and also scored the high in the selection process evaluation. The firm was determined to demonstrate good comprehension of the project.

The fee proposals are summarized as follows;

Strand & Associates	\$59,700
Stanley Consultants	\$97,500
Sargent & Lundy	\$123,700

Executive Summary (continued):

The Village has previously used Strand & Associates on projects for both the Electric and Water Funds. Based on previous experience with Strand & Associates, the fee proposal, quality of work, and related engineering work on the switchgear project, staff is recommending awarding the work to Strand & Associates.

At the February 21, 2017 Village Council Meeting, the Council approved a Master Professional Services Agreement with Strand Associates. The Master Services Agreement addresses specific terms and conditions agreed to by both parties and avoids renegotiating them for subsequent projects. The agreed-upon terms and conditions from the approved Master Professional Services Agreement, in conjunction with the Extension Agreement, constitute the contract.

The 2020 Electric Fund Budget contains funding in the amount of \$50,000 (account #500.42.36-660) for the development of design specifications and bid documents required for the procurement and installation of 138 kV / 12.47kV Substation Transformer for the Northfield Substation. Although the not to exceed fee proposal amount exceeds the budgeted amount, a portion of the professional services will extend into fiscal year 2021 based on the project schedule.

Resolution No. R-64-2020 authorizes a contract with Strand Associates for the required professional services.

Recommendation:

Consider adoption of Resolution No. R-64-2020 approving an agreement with Strand & Associates for the preparation of specifications and bid documents for the procurement and installation of Northfield Substation Transformer in amount not to exceed \$59,700.

Attachments:

- 1) Resolution No. R-64-2020
- 2) Extension Agreement - Northfield Substation 138 kV to 12.47kV Substation Transformer Project.

Attachment 1

R-64-2020

A RESOLUTION APPROVING AN AGREEMENT WITH STRAND ASSOCIATES INC. FOR ENGINEERING DESIGN SERVICES FOR THE NORTHFIELD SUBSTATION TRANSFORMER PROJECT

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

WHEREAS, the Village issued request for proposal No. 020-002 (“*Request for Proposals*”) seeking qualified firms to perform engineering design services required for the installation of the new transformer, switchgear, and breakers at the Water & Electric Department’s Northfield Load Center (“*Services*”); and

WHEREAS, the Village received three proposals (“*Proposals*”) to provide the Services and opened the Proposals on July 21, 2020; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Strand Associates, Inc. of Joliet, Illinois (“*Consultant*”) submitted the proposal that is in the best interest of the Village; and

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

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

WHEREAS, the Village Council desires to enter into an extension agreement with Consultant for the provision of the Services from Consultant in an amount not to exceed \$59,700 (“*Extension Agreement*”); and

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

SECTION 2: APPROVAL OF EXTENSION AGREEMENT. The Village Council hereby approves the Extension Agreement in a form approved by the Village Manager.

October 6, 2020
{00116782.2}

R-64-2020

SECTION 3: AUTHORIZATION TO EXECUTE EXTENSION AGREEMENT.

The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Extension Agreement.

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

ADOPTED this 6th day of October, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

Attachment 2

VILLAGE OF WINNETKA EXTENSION OF PROFESSIONAL SERVICES AGREEMENT

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

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

SECTION 1. PROJECT DESCRIPTION

This effort will provide design, bidding-related, and construction-related services documents for a new 138 kilovolt (kV) to 12.47kV substation transformer at the Northfield Substation and as more fully described in the Proposal attached to this *Extension Agreement* as *Exhibit A* (“*Services*”).

SECTION 2. SCOPE OF SERVICES

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

B. Commencement; Term. The *Consultant* shall commence the Services immediately upon receipt of written notice from the *Village* that this *Extension Agreement* has been fully executed by the Parties (“*Project Commencement Date*”). The *Consultant* shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this *Extension Agreement* or the *Master Agreement* by the *Village*, but in no event shall the Services be completed later than March 31, 2022 (“*Time of Performance*”).

SECTION 3. COMPENSATION

The total amount paid by the *Village* for the Services pursuant to this *Extension Agreement* shall not exceed the amount of \$59,700 including reimbursable expenses, without the prior express written authorization of the *Village* Director of Water and Electric. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of the *Master Agreement*.

SECTION 4. KEY PROJECT PERSONNEL

The following are deemed “Key Project Personnel” pursuant to Section 4.A of the **Master Agreement** for the Services to be provided pursuant to this **Extension Agreement**: Andrew J. Runde, P.E.; Shane P. Zenz; Richard G. Thimm, and Matthew J. Merten.

SECTION 5. GENERAL TERMS

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

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

C. Authority to Execute.

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

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

IN WITNESS WHEREOF, the Parties have executed this *Extension Agreement* this _____ day of _____, 20__.

VILLAGE

CONSULTANT

VILLAGE OF WINNETKA

STRAND ASSOCIATES, INC.®

Authorized Signer Date

Joseph M. Bunker Date

Printed Name: _____

Corporate Secretary

Title: _____

EXHIBIT A
PROPOSAL

Project Information

Project Name: Northfield Substation 138 kV to 12.47 kV Substation Transformer Project

Services Description: Provide design, bidding-related, and construction-related services for a new 138 kV to 12.47 kV Substation Transformer at the Northfield Substation.

Scope of Services

The *Consultant* will perform the following services.

The **Scope of Services** noted herein are consistent with the proposed services offered in *Consultant's* July 20, 2020, response to the *Village's* RFP #020-002 for Northfield Substation 138 kV to 12.47 kV Substation Transformer Project. The following provides a listing of the Services offered in the *Consultant's* response to the *Village's* RFP #020-002.

1. Acquire from *Village* existing site layout drawings, site underground utilities drawings, overall one-line diagram, building drawings, adjacent switchyard drawings, and remote terminal unit (RTU) drawings and input/output lists associated with the existing Transformer 71. Identify and request additional drawings and AutoCAD files as necessary.
2. Conduct a one-day site visit (two personnel) to attend a kickoff meeting; interview personnel; collect existing drawings and data; gather data associated with the Northfield Substation site; gather data associated with the existing Transformer 71, RTU, and switchyard equipment; and discuss the project timeline. Prepare meeting minutes.
3. Prepare and submit to the *Village* a preliminary one-line diagram, preliminary site layout drawing, and a memorandum comparing available transformer offerings. The memorandum will discuss the following components of the transformers available on the market: equipment technology, equipment reliability, proprietary equipment, and maintenance factors. The memorandum will include a discussion of anticipated construction sequencing and planned equipment outages associated with construction activities.
4. Attend a meeting by teleconference to review the submitted drawings and memorandum, to review the *Village's* equipment specification preferences, and to understand which equipment manufacturers will be listed as acceptable suppliers. Prepare meeting minutes.
5. Revise the one-line diagram and site layout drawing as necessary. Prepare technical specifications for the transformer. Prepare a preliminary opinion of probable construction cost (OPCC). Prepare a proposed project procurement and construction schedule based on information provided by equipment suppliers. Submit the drawings, technical specifications, preliminary OPCC, and schedule to the *Village* for review and comment.
6. Attend a meeting by teleconference to review the submitted drawings, technical specifications, OPCC, and schedule with the *Village*. Prepare meeting minutes.

7. Incorporate the **Village's** comments as appropriate and prepare one portable document format (PDF) file copy of the final drawings and technical specifications for the **Village's** use in procuring the transformer. The **Village's** front end legal terms and conditions will be used within the Bid Document. Front end documents shall require contractor to name **Consultant** as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify **Consultant** to the same extent that the contractor insures and indemnifies **Village**.
8. Attend one preliminary transformer procurement bid meeting at the project site involving prospective bidders and **Village** personnel. Participate in meeting, including project review and walkthrough.
9. Prepare addenda and answer questions posed at the preliminary transformer procurement bid meeting received from prospective bidders.
10. Receive a copy of the bids from the **Village**. Tabulate and analyze bid results and assist the **Village** in the award of the procurement contract.
11. Prepare three sets of procurement Contract Documents for signature. Transmit these documents to the **Village** for execution and distribute to the procurement contractor.
12. Prepare and submit to the **Village** drawings and technical specifications for the transformer installation package, including drawings and technical specifications for installation of the transformer procured by the **Village**, RTU wiring for remote monitoring of the new transformer, and new potential transformers and current transformers on a switchyard pedestal. Prepare and submit to the **Village** an updated OPCC and construction schedule.
13. Attend a meeting by teleconference to review the submitted drawings, technical specifications, OPCC, and schedule associated with the transformer installation package. Prepare meeting minutes.
14. Incorporate comments as appropriate from the **Village**, the **Village's** wholesale electric supplier, and the regional electric utility. Prepare comments and prepare one PDF copy of the final design drawings and technical specifications for the **Village's** use in soliciting bids for the transformer installation package. The **Village's** front end legal terms and conditions will be used within the Bid Document. Front end documents shall require contractor to name **Consultant** as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify **Consultant** to the same extent that the contractor insures and indemnifies **Village**.
15. Attend one preliminary transformer installation package bid meeting at the project site involving prospective bidders and **Village** personnel. Participate in meeting, including project review and walkthrough.
16. Prepare addenda and answer questions posed at the preliminary transformer installation package bid meeting received from prospective bidders.
17. Receive a copy of the bids from the **Village**. Tabulate and analyze bid results and assist the **Village** in the award of the transformer installation package contract. Attend **Village** board meeting if requested.
18. Prepare three sets of transformer installation package Contract Documents for signature. Transmit these documents to the **Village** for execution and distribute to the installation contractor.

19. Prepare for and participate in a preconstruction meeting at the project site (two personnel). Prepare and distribute meeting agenda and minutes.
20. Review procurement contractor's and installation contractor's shop drawing submittals including up to three reviews for specific items requiring **Consultant's** review. Attend one transformer shop drawing review meeting at the project site, if necessary, to discuss shop drawing comments that cannot be resolved without a meeting at the project site. Fourth and subsequent reviews will be considered additional services and are not included in this **Scope of Services** or in the associated **Compensation**. **Consultant** understands that the **Village** may charge the associated contractor for such review time and expenses.
21. Respond to procurement contractor's and installation contractor's requests for information as needed. Develop and issue change orders and work change directives as required.
22. Review procurement contractor's assembled operation and maintenance manual for compliance with the procurement specifications.
23. Conduct three one-day site visits (one person) during construction activities to observe construction and to observe formal testing of the transformer and RTU operations with the **Village**. In furnishing observation services, **Consultant's** efforts will be directed toward determining for the **Village** that the completed project will, in general, conform to the contract documents. **Consultant** will not supervise, direct, or have control over the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
24. Conduct a site visit (one person) to walk through the site with the **Village** and contractor and develop a list of items to be completed or corrected prior to substantial completion of the project.
25. Conduct a site visit (one person) to walk through the site with the **Village** and contractor upon contractor's declaration of final completion. Revise the list of items to be completed or corrected as appropriate.
26. Provide record drawings in paper and electronic format (AutoCAD) from information compiled from contractor's records. **Consultant** is providing drafting services only for record drawings based on the records presented to **Consultant** by contractor and the **Village**. **Consultant** will not be liable for the accuracy of the record drawing information provided by the contractor and the **Village**.

Schedule

Services will begin upon execution of this **Extension Agreement** (Project Commencement Date) and are anticipated to be complete by March 31, 2022.

Task durations presented in the Schedule included in the **Consultant's** response to the **Village's** RFP #020-002, dated July 20, 2020, are still valid, but the entire Schedule will slide to reflect the actual Contract execution date if execution of Contract occurs after August 31, 2020

EXHIBIT B
SPECIAL PROVISIONS

None

EXHIBIT C

COMPENSATION

The ***Village*** shall compensate the ***Consultant*** for Services under this ***Extension Agreement*** on an hourly rate basis plus expenses a not-to-exceed fee of \$59,700.



Agenda Item Executive Summary

Title: Resolution No. R-65-2020: Contract With Continental Construction Company, Inc. for Repair of Water Plant Coping Blocks (Adoption) +

Presenter: Giovanni McLean - Assistant Director of Water & Electric

Agenda Date: 10/06/20

Consent: YES NO

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

Item History:

The Water Plant building encompasses multiple water filtration basins and water treatment equipment. The masonry area associated with the repairs is the parapet wall located above the filtration basins. The deterioration of parapet wall is a result of water infiltration through the coping block and the climatic conditions. The 2020 Water Fund budget contains funding for the repair of this section of coping blocks.

Executive Summary:

On August 25, 2020, the Village issued Request For Bid #020-014 for coping block repairs at the Water Plant. The bid was posted to the on-line bidding service Demand Star.

The project scope includes the removal of the existing coping blocks and installation of: drip edge; rubberized membrane; parapet wall tuck-pointing; and the reinstallation of the coping blocks. The bidders were asked to bid on 140 linear feet of masonry repairs.

The parapet wall is not fully exposed, and as a result staff and contractors were unable to determine a full scope of tuck-pointing required for the project. Staff added an allowance of \$5,000 to each bid to cover any foreseeable tuck-point work. The allowance was calculated using a unit cost estimate from a previous brick repair bid evaluation and an estimated work area.

Three companies submitted bids, which were opened on September 17, 2020. The results are summarized as follows;

Continental Construction Company, Inc \$26,500

D. Kersey Construction \$36,500

Berglund Construction \$44,000

Executive Summary (continued):

All bidders were required to provide a contract bond; the successful bidder will be required to provide a performance bond. Continental Construction Company, Inc, submitted the lowest total bid in the amount of \$26,500.

The Village has not previously worked with Continental Construction Company, Inc. Staff conducted a review of the references provided and based on positive reviews and similar project experience, staff is recommending awarding the work to Continental Construction Company, Inc.

The FY2020 Water Fund budget contains \$30,000 (account #520.60.01-570) for the masonry repairs at the Water Plant. Staff is requesting authorization to proceed with repairs in an amount not to exceed \$26,500.

Resolution No. R-65-2020 authorizes a contract with Continental Construction Company, Inc for the repair of the Water Plant coping block.

Recommendation:

Consider adoption of Resolution No. R-65-2020 approving an agreement with Continental Construction Company, Inc for masonry repairs at the Water Plant in an amount not to exceed \$26,500.

Attachments:

1) Resolution No. R-65-2020, including Exhibit A: Contract for Continental Construction Company, Inc for Water Plant Coping Block Repairs.

Attachment 1

R-65-2020

A RESOLUTION APPROVING A CONTRACT WITH CONTINENTAL CONSTRUCTION COMPANY, INC. FOR THE REPAIR OF THE WATER PLANT COPING BLOCKS

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

WHEREAS, the Village issued Bid #020-014 (“*Request for Bids*”) for the repair of the Water Plant coping blocks (“*Services*”); and

WHEREAS, the Village received three bids (“*Bids*”) to provide the Services and opened the Bids on September 17, 2020; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Continental Construction Company, Inc. (“*Contractor*”) is the lowest responsible bidder to provide the Services; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the provision of the Services from Contractor in an amount not to exceed \$26,500 (“*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 hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract substantially in the form attached as **Exhibit A**, and final form approved by the Village Manager.

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

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

[SIGNATURE PAGE FOLLOWS]

October 6, 2020
{00116076.1}

R-65-2020

ADOPTED this 6 day of October, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #020-014

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Water Plant Coping Block Repairs**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **10:00 AM** (local time), **Thursday, September 17, 2020**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

None.

Inspection and Examination

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

Preparation of Contract Proposals

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

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact **Anthony Vasquez, Assistant Finance Director** via email only at avasquez@winnetka.org no later than **September 11, 2020**.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Contract proposals may be delivered

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

Opening of Contract Proposals

Contract proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Contract Proposals

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

Rejection of Contract Proposals

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

Acceptance of Contract Proposals

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

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

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

DATED: August 25, 2020

Village of Winnetka

By: Anthony Vasquez

Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #020-014

CONTRACT FOR

Water Plant Coping Block Repairs

Full Name of Bidder Continental Construction Company, Inc. ("Bidder")
Principal Office Address 1919 Greenwood St Evanston, IL 60201-3908
Local Office Address
Contact Person Tom Andrews Telephone Number 8479034180

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. [if none, write "NONE"], which are securely stapled to the end of this Contract.

performed, and completed in accordance with the specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachments A and. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

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

- 1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the Water Plant Coping Block Repairs.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

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

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

the **Village will not pay more than the unit prices as outlined in Attachment A.**

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

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

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

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

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by **December 31, 2020.**

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds totaling 100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of

insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

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

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any

finer or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation

named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

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

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

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

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

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

Dated: September 17, 2020.

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

Bidder's Name:

Continental Construction Company, Inc

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

[Redacted Signature]

(corporate seal)
(if corporation)

Printed Name: Thomas W. Andrews

Title/Position: President

Bidder's Business Address:

1919 Greenwood St.
Evansston, IL 60201-3909

Bidder's Business Telephone: 847 903 4180 Facsimile: 847 869 3145

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

NAME	TITLE	ADDRESS
Thomas W. Andrews	President	1919 Greenwood St. Evansston, IL 60201
Thomas W. Andrews	Secretary	" " "
Thomas W. Andrews	Treasurer	" " "

ATTACHMENT A: SPECIFICATIONS

1. INTRODUCTION

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to the repair the coping block system at the Water plant.

- The Village reserves the right to reject any and all bids, reduce the work scope due to budgetary constraints. The Village also reserves the right to award individual sections of the projects to the lowest bidder.

2. BACKGROUND (PROJECT DESCRIPTION AND SCOPE OF WORK)

The Water Plant is located at 735 Tower Road in Winnetka. The building encompasses potable water production storage and auxiliary equipment. Coping block associated with the project is located directly above filter basins. The Village has chosen to repair the existing the coping block.

The scope of the work includes:

- i. Removal/re-install of coping block to install of flashing over parapet wall brick.
- ii. Salvage limestone coping, install stainless steel wall flashing, re-install salvaged limestone coping and seal joints.

3. COPING BLOCK REPAIR REQUIREMENTS:

- a) Remove all limestone coping stones and save for reuse.
- b) Repair or replace any displaced masonry, to restore wall as needed.
- c) Install S.S Drip Edge, at both the inside and outside edges of parapet wall. Drip edge should be set on a bead of sealant.
- d) Install primer and a 40 mill. rubberized membrane
- e) Re-install salvaged limestone coping stone in a bed of type N mortar.
- f) Install S.S. Z strap, to anchor coping stone to parapet. (2 per stone)
- g) Install Dow Corning silicone sealant, along with appropriate sized backing rod, at all coping joints.

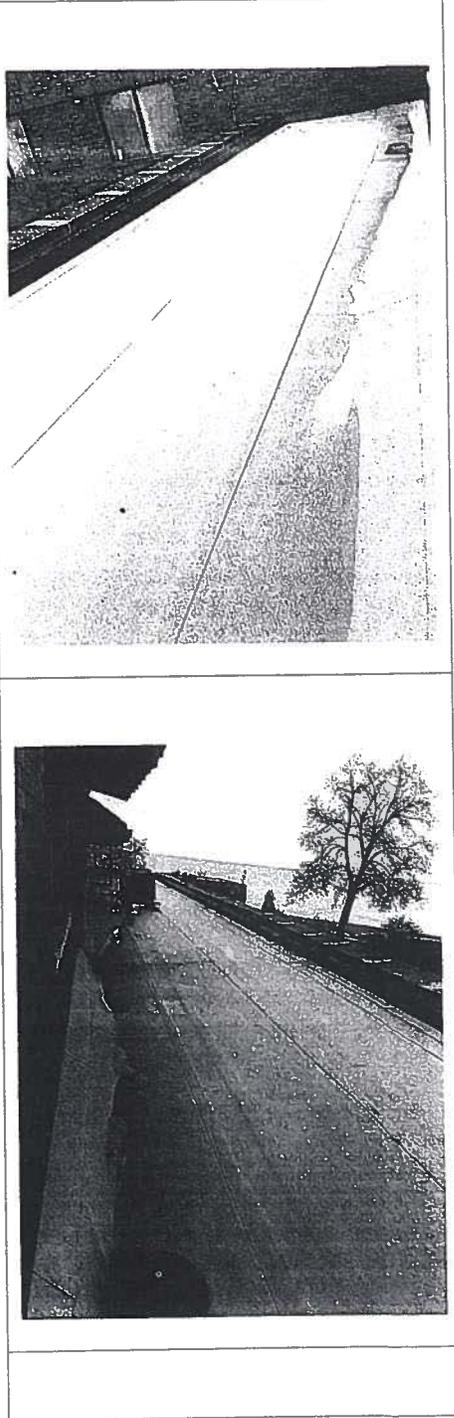
4. ADDITIONAL INFORMATION

- a) The Village will cover all permit fees/cost associated with this roofing project
- b) You may use debris chutes to consolidate the gravel on the asphalt driveway. The Village will coordinate removal of the gravel once consolidated on the asphalt driveway.
- c) To coordination onsite visit contact;
 - Brain Curley bcurley@winnetka.org or 847-716-3620
 - Giovanni McLean gmcelan@winnetka.org or 847-716-3270

5. LOCATION



6. PICTURES - WATER PLANT OFFICE COPING BLOCK REPAIR



7. WARRANTY

Upon the Village's acceptance of the completed job, the Contractor and or manufacturer shall warrant all work performed for;

- 5 year labor guarantee.

Any defects in material or workmanship appearing during this period shall be corrected with no cost to the Village.

8. FEE PROPOSAL

COMPANY NAME: Continental Construction Company, Inc.
 CONTACT NAME: Tom Andrews
 EMAIL: Howard@yahoo.com PHONE: 84790341480

Item	Description of work	COST (\$)
1	Limestone coping block – (Electric Plant offices) • 140 feet limestone coping.	\$ 21,500-
2	Allowances - Unforeseen Conditions Allowance to be included if entire project is awarded to one contractor. Note: All request for additional work to be approved by Director of Water & Electric. Contractor to provide detail break down of additional work using unit cost listed above	\$5,000

ADDITIONAL WORK - UNIT PRICES			
ITEM	DESCRIPTION	UNIT PRICE (\$)	UNIT MEASURE
1	Grinding & Tuck-pointing Face Brick	\$ 20-	SQUARE FOOT

NOTE:

- The Village also reserves the right to reduce the work scope due to budgetary constraints
- The Village also reserves the right to award individual sections of the projects to the different bidders.
- Quoted costs are to be all inclusive for all mobilization cost, equipment, forms, labor, material, tools, machinery, disposal and incidentals for the completion of the project.

END OF BID SPECIFICATIONS

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

Signature: _____
Printed name: _____
Title: _____



Agenda Item Executive Summary

Title: Resolution No. R-66-2020: Easement Agreement for the Installation and Maintenance of Utilities (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 10/06/20

Consent: YES NO

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

Item History:

None.

Executive Summary:

Water & Electric staff has identified an opportunity to improve electric service reliability and the appearance of the electric facilities serving the residential customers along Bertling Lane and the Park District's Indian Hill Park. In order to proceed, a utility easement is required.

The Electric Fund is proposing to install underground conduit, cable, and a pad mount transformer in the northeast corner of the Indian Hill Park. Upon completion of the project, three spans of single phase 7200 volt overhead conductor and an overhead transformer along the east property line of the park would be removed. The existing utility poles would be "topped" to reduce their overall height but remain to support the 120/240 volt overhead electric lines and the communication conductors (AT&T and Comcast).

Upon completion, an additional span of 7200 volt overhead conductor will also be removed on the north side of Hill Road. While not directly adjacent to the project area, the proposed project will provide incremental reliability benefit to approximately sixteen customers along Myrtle Street, Hill Road and Sunset Road by reducing their exposure to tree related outages with the removal of the overhead conductor. These customers, Indian Hill Park and the west side of Bertling Lane are served by the same overhead line.

In order to advance the proposed project, the Electric Fund needs to secure an easement for the installation of conduit, cable and transformer. Water & Electric staff approached the Park District staff for their consideration and support of the project. Park District staff was supportive of the project and provided input on the location of the proposed transformer and restoration requirements. At their request, staff also met with the adjacent property owner at 460 Hill Road to discuss the project. This property is adjacent to the proposed transformer location.

Executive Summary (continued):

With agreement from both Park District staff and the adjacent property owner, staff formally requested that the Park District consider granting an easement (Exhibit 1). At the August 27, 2020 meeting of the Park District, the Park Commissioners reached consensus to approve an easement, contingent on the Village Council approval of the easement.

The cost of the infrastructure work and associated restoration work from the construction activities would be funded by the Electric Fund. The total cost for the conduit, cable and transformer is \$14,889. The on-hand inventory for cable and transformers is sufficient to support completing the project in 2020. The conduit (\$5,445) installation will be completed by a directional boring contractor. The 2020 Electric Fund Budget (account #500.42.31-660) contains \$75,000 for conduit work associated with system reinforcement.

There is no specific deadline for the completion of the proposed project, but staff is planning to proceed with construction in the fall of 2020, subject to approval from both the Park District and Village Council.

Recommendation:

Consider adoption of Resolution No. R-66-2020, approving an easement agreement for the installation and maintenance of utilities.

Attachments:

- 1) Resolution No. R-66-2020, including Exhibit A: Permanent Easement Agreement For The Installation And Maintenance Of A Pad Mount Transformer And Associated Conduit And Cables
- 2) Letter to Winnetka Park District dated August 19, 2020

Attachment 1

R-66-2020

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT
FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES**
(Indian Hill Park)

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

WHEREAS, the Winnetka Park District (“*Park District*”) is the owner of the Indian Hill Park located at 131 Wilson Street, Winnetka, Illinois (“*Property*”); and

WHEREAS, the Village owns and maintains overhead utilities on the Property (“*Existing Utilities*”); and

WHEREAS, the Village desires to: (i) install underground conduit and cable on the Property to allow the Existing Utilities to be run underground; and (ii) install a pad and transformer on the northeast corner of the Property (collectively, the “*Improvements*”); and

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

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE EASEMENT AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Easement Agreement.

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

[SIGNATURE PAGE FOLLOWS]

October 6, 2020

R-66-2020

ADOPTED this October 6, 2020, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EASEMENT AGREEMENT

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

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

Above Space For Recorder's Use Only

**PERMANENT EASEMENT AGREEMENT FOR
THE INSTALLATION AND MAINTENANCE OF A PAD MOUNT TRANSFORMER AND
ASSOCIATED CONDUIT AND CABLES**

THIS AGREEMENT ("*Agreement*") is dated as of the ___ day of _____, 2020, ("*Effective Date*") and is by and between the **WINNETKA PARK DISTRICT**, an Illinois park district ("*Owner*"), and the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("*Village*").

WITNESSETH:

WHEREAS, the Owner is the record title owner of that certain property commonly known as Indian Hill Park, located at the address commonly known as 131 Wilson Street, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement ("*Property*"); and

WHEREAS, in order to improve the reliability and appearance of the electrical service serving both the residential customers on Bertling Lane in the Village and the Winnetka Park District's Indian Hill Park, the Village desires to remove a portion of the overhead electrical facilities and construct and maintain on a portion of the Property: (i) a pad mount transformer ("*Transformer*"); and (ii) associated underground conduit and cables (collectively, "*Conduit*") (the Transformer and the Conduit are, collectively, the "*Facilities*"); and

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

WHEREAS, Section 8-11 of the Park District Code authorizes Owner to grant easements to municipalities, corporations or persons for the construction, operation and maintenance of facilities upon, under or across any Owner property for various utilities including for water or other public services; and

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

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

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

SECTION TWO. **GRANT AND USE OF PERMANENT EASEMENT.** The Owner hereby grants, conveys, and dedicates to the Village a permanent non-exclusive easement in, upon, over, under, through, along, and across the Permanent Easement Premises ("***Permanent Easement***") and a perpetual license to access a reasonable portion of the Property for ingress and egress to the Permanent Easement and to engage in the construction, operation, maintenance, repair, and replacement of the Facilities from time to time, subject to the terms and conditions of this Agreement, together with all reasonable rights of ingress and egress over, along, upon, and across the Permanent Easement and the immediately abutting area of the Property, if necessary, for the exercise of the rights herein granted. The Permanent Easement granted pursuant to this Section 2 shall not be used or operated for any purpose other than the Permitted Activities. The Permanent Easement shall not be used or operated in a manner that materially interferes with Owner's use of the Property now or in the future; provided, however, that the installation and construction of the Facilities and the normal operation, maintenance, repair, and replacement of the Facilities shall not be considered material interference.

SECTION THREE. **RESTORATION.** Upon completion of the initial installation of the Facilities, the Village agrees to (a) replace any and all topsoil removed by the Village; (b) restore to condition immediately preceding the installation of the Facilities any and all fences, roads, curb cuts, parking indicators (e.g. signs, curbs or striping), plantings, and improvements that are damaged or removed as a direct result of the installation of the Facilities; (c) replace any and all sod removed with sod of like quality; and (d) replace any and all natural grass removed by seeding with a good quality seed. Subsequent to completion of the initial installation of the Facilities, if the Village conducts ongoing maintenance, repair, or replacement of the Facilities, the Village agrees to (w) replace any and all topsoil removed by the Village; (x) restore to condition immediately preceding the installation any and all fences, roads, curb cuts, parking indicators (e.g. signs, curbs or striping), plantings, and improvements that are damaged or removed as a direct result of the maintenance, repair, or replacement of the Facilities; (y) replace any and all sod removed with sod of like quality; and (z) replace any and all natural grass removed by seeding with a good quality seed.

SECTION FOUR. **LIENS.** Each Party hereby represents and warrants to the other that they will each take all necessary actions to keep the Permanent Easement Premises free from any liens or encumbrances, including, without limitation, the lien of all mortgages, mechanics' lien claims, security agreements, and assignments of rents and leases.

SECTION FIVE. **RESERVED RIGHTS.**

A. The Owner hereby reserves the right to the full use and enjoyment of the Permanent Easement Premises and the Property in any manner that does not prevent or interfere in any way with the exercise by the Village of the easement rights granted pursuant to this Agreement; provided,

however, that the Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Permanent Easement Premises, nor intentionally permit the Permanent Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village.

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

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

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

SECTION EIGHT. INSURANCE REQUIREMENTS; INDEMNIFICATION.

A. The Village shall require all of its contractors and subcontractors hired to perform any work on the Easement Premises to maintain insurance in the types and amounts specified below, to protect the Owner and the Village against claims arising directly or indirectly out of, or in connection with, the Village's conduct of the construction activities or the Village's use of the Easement Premises or the Property pursuant to this Agreement:

1. Worker's Compensation and Employer's Liability with limits not less than:
 - (a) Worker's Compensation: Statutory;
2. Commercial Motor Vehicle Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence for vehicles owned, non-owned, or rented.
3. Commercial General Liability with coverage written on an "occurrence" basis and with "per project" limits no less than a combined single limit for personal injury, bodily injury and property damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

The Village shall cause any contractor or subcontractor performing work on the Easement Premises to name Owner as an additional insured prior to commencing any such activity and shall provide to the

Owner a copy of a Certificate of Insurance evidencing the same.

B. **Indemnification.** To the fullest extent permitted by law, the Village agrees to indemnify, defend and save the Owner, its elected officials, officers, employees, agents, and volunteers harmless from and against any and all liabilities, claims, losses, or demands for personal injury or property damage arising out of or caused by any act or omission of the Village, any of its contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, arising from the Village's construction, operation, maintenance, repair, and replacement of the Facilities or exercise or use of the easement rights granted under this Agreement. The obligations on the part of the Village to indemnify, defend, save and hold harmless the Owner shall survive the expiration or termination of this Agreement.

SECTION NINE. GENERAL PROVISIONS.

A. **Notices.** All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 9.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 Attention: Village Manager
with a copy to:	Elrod Friedman LLP 325 N. LaSalle Street, Suite 450 Chicago, IL 60654 Attention: Peter M. Friedman, Village Attorney
If to Owner:	Winnetka Park District 540 Hibbard Road Winnetka, IL 60093 Attention: Executive Director
with a copy to:	Robbins Schwartz 55 W. Monroe Street, Suite 800 Chicago, IL 60603 Attention: Steven B. Adams

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

C. **Authority to Execute.** The Village hereby warrants and represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Village. The Village accepts the Permanent Easement Premises in an as-is and where-is condition. The Owner hereby warrants and represents to the Village that: (i) the Owner is the record and beneficial owner of fee simple title to the Permanent Easement Premises; (ii) no other person has any

legal, beneficial, contractual, or security interest in the Permanent Easement Premises; (iii) the Owner has the full and complete right, power, and authority to enter into this Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and to bind the Permanent Easement Premises as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will violate any statute, law, restriction, court order, or agreement to which the Owner or the Property are subject.

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

Kristin Kazenas, Deputy Village Clerk

By: _____
Robert Bahan
Its: Village Manager

ATTEST:

WINNETKA PARK DISTRICT, an Illinois
park district

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1

That part of the North 20 acres of the South 40 acres of the Southwest Quarter of Section 21, Township 42 North, Range 13, East of the Third Principal Meridian Lying East of and adjoining the easterly line of Wilson Street, and South of and adjoining the South line of Hill Road.

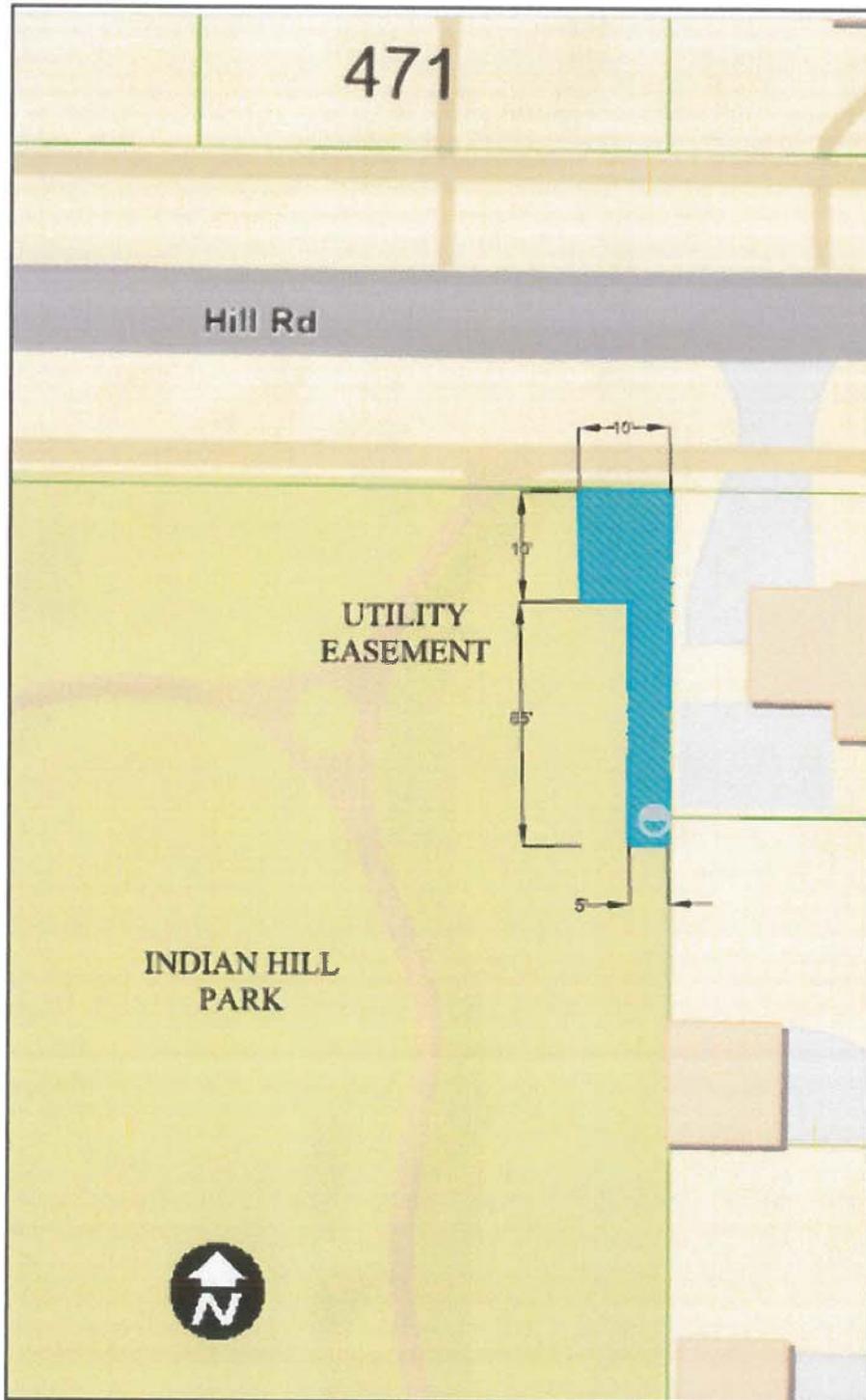
Parcel 2

That part of the South 20 acres of the South 40 acres of the Southwest Quarter of Section 21, Township 42 North, Range 13, East of the Third Principal Meridian Lying East of and adjoining the easterly line of Wilson Street, North of and adjoining the North line of Winnetka Road.

Lot 1 of Esentrot's Subdivision of Lots 27 and 28 in Trier Center Neighborhood Subdivision, in the Southeast Quarter of Section 21, Township 42 north, Range 13 East, of the Third Principal Meridian.

EXHIBIT B

DEPICTION OF PERMANENT EASEMENT PREMISES



Attachment 2



VILLAGE OF WINNETKA

Incorporated in 1869

Office of the Water & Electric Department
(847) 716-3558

August 19, 2020

Mr. John Peterson, Executive Director
Winnetka Park District
540 Hibbard Road
Winnetka, IL 60093

Re: Consideration of utility easement – Indian Hill Park

Mr. Peterson:

The Village of Winnetka's Water & Electric Department is requesting an underground utility easement at Indian Hill Park to facilitate an improvement of the electric distribution system. The proposed underground project is targeted at improving the service reliability and appearance of the electric facilities serving both the residential customers along Bertling Lane and the Park District's facility.

My office has informally met with Park District staff and separately with the adjacent property owner at 460 Hill Road to discuss the proposed project. With the concurrence of the Park District and the granting of an easement, the Village's electric utility would install underground conduit, cable, and a pad mount transformer in the northeast corner of the park. Upon completion of the project, three spans of single phase 7200 volt overhead conductor and an overhauled transformer along the east property line of the park would be removed. The existing utility poles would be "topped" to reduce their overall height but remain to support the 120/240 volt overhead electric lines and communications conductors (AT&T and Comcast). A diagram of the proposed project has been attached for reference.

The cost of the infrastructure work and associated restoration work from the construction activities will be funded by the Water & Electric Department. To advance the project, the Water & Electric Department is requesting the Park District's consideration of a small utility easement on the northeast corner of the property. The Village Attorney has prepared a draft document for review and consideration by the Park District.

With an understanding that the Park District is agreeable to the easement and project scope, the project will be presented to the Village Council for their formal approval to proceed. There is no specific

510 Green Bay Road, Winnetka, Illinois 60093

deadline for the completion of the proposed project, but staff is recommending construction in the fall of 2020 contingent on approvals from both the Park District and Village Council.

If you have further questions on the project and/or easement request, I would be glad to meet with you to discuss the project. Thank you for your consideration of the easement request.

Respectfully,

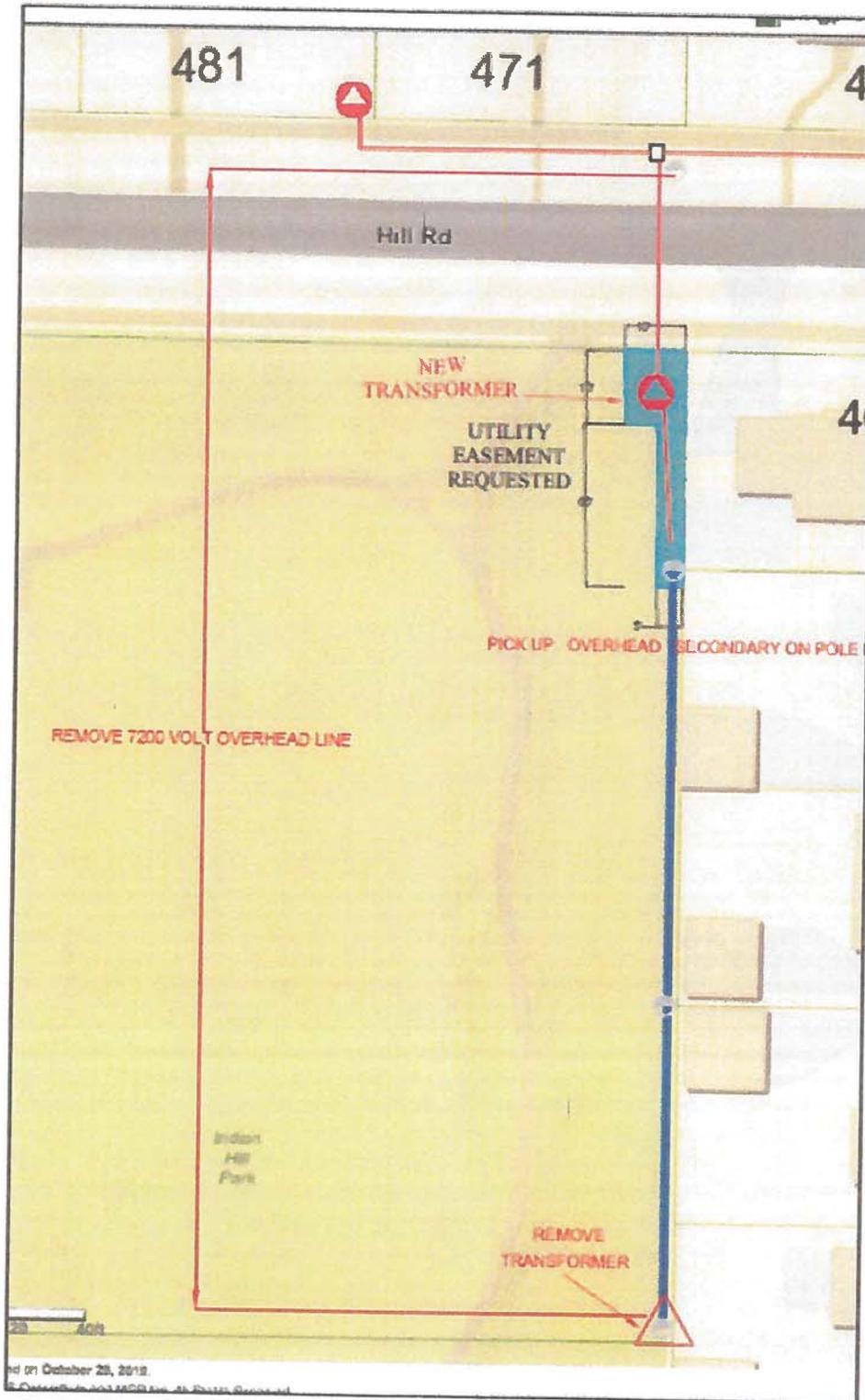


Brian Keys
Director of Water & Electric

Cc: Robert M. Bahan, Village Manager
Costa Kutulas, Parks Superintendent

Att.

Project Diagram





Agenda Item Executive Summary

Title: Ordinance No. M-14-2020: Rebel House Interior Design Special Use - 901-905 Green Bay Road
(Introduction & Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 10/06/2020

Consent: YES NO

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

Item History:

None

Executive Summary:

On October 6, the Village Council is scheduled to consider Ordinance No. M-14-2020, in response to an application by Rebel House, LLC (the "Applicant"), for a Special Use Permit to allow an interior design office on the ground floor at 901-905 Green Bay Road (the "Subject Property"). The Applicant is the prospective lessee of the Subject Property, which is located in the C-2 Commercial Overlay District. The Subject Property is currently unoccupied. In September 2019, the Village Council adopted Ordinance No. M-14-2019 granting a Special Use Permit to allow Jeannie Balsam Interior Design to operate an interior design office in the space the Applicant is proposing to occupy. Jeannie Balsam Interior Design did not take occupancy of the Subject Property.

The Plan Commission (PC) considered the request on September 23, 2020. After hearing from the applicant, the property owner, and receiving 9 written comments from the public in support of the request, 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 (Attachment 2).

Recommendation:

Consider waiving introduction of Ordinance No. M-14-2020 and adopting the Ordinance

OR

consider only introduction of Ordinance No. M-14-2020.

Attachments:

Attachment 1: Ordinance No. M-14-2020

Attachment 2: September 18, 2020 PC Staff Report and Attachments

Attachment 1

ORDINANCE NO. M-14-2020

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF A PROFESSIONAL OFFICE
WITHIN THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(901-905 Green Bay Road)**

WHEREAS, Rebel House, LLC ("*Applicant*"), is the lessee of the property commonly known as 901-905 Green Bay Road, Winnetka, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, 901-05 Linden LLC is the record title owner of the Subject Property ("*Owner*"); and

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

WHEREAS, the Applicant desires to operate an interior design office on the Subject Property; and

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

WHEREAS, on August 24, 2020, the Applicant filed an application for a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the Zoning Ordinance to allow the operation of an interior design office at the Subject Property ("*Special Use Permit*"); and

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

WHEREAS, on September 23, 2020, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of eight in favor and zero opposed, recommended that the Village Council approve the Special Use Permit; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit for the operation of a professional office 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 an interior design office 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.** So that the Applicant's use of the Subject Property is consistent with the special use standard that display windows, facades, signage and lighting be similar in nature and compatible with that provided by retail uses, the development, use, and maintenance of the interior design office at the Subject Property must be generally consistent with the Floor Plan submitted by the Applicant, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B (“Floor Plan”)**, except for minor changes approved by the Director of Community Development (within his permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant or the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the Special Use Permit granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the Special Use Permit granted in Section 2 of this Ordinance unless it first provides the

Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

SECTION 7: EFFECTIVE DATE.

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

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

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

PASSED this ____ day of October, 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: _____, 2020

Passed and Approved: _____, 2020

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 9 IN BLOCK 5 IN JARED GAGE'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 901-905 Green Bay Road, Winnetka, Illinois.

PIN: 05-17-123-013-000

EXHIBIT B FLOOR PLAN

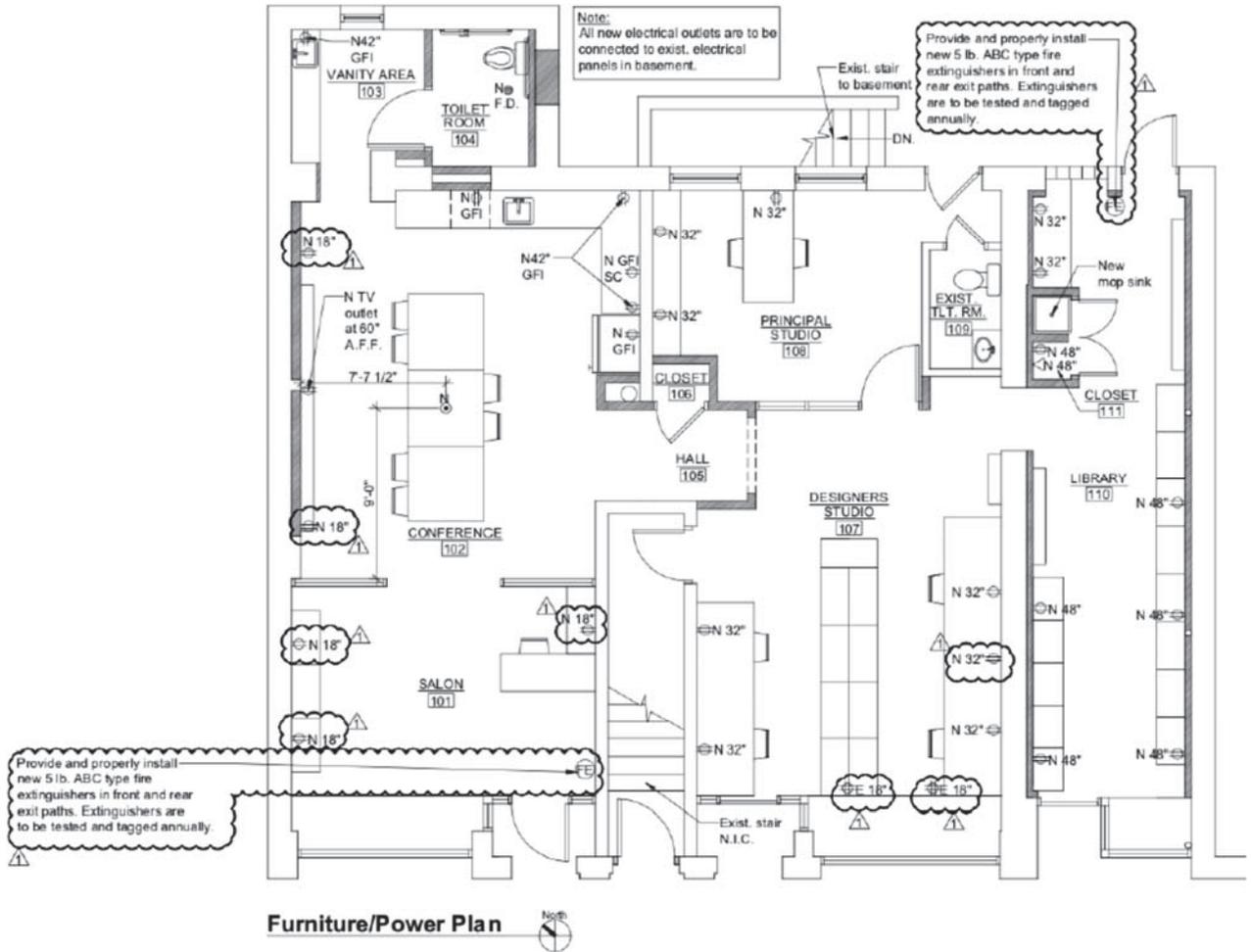


EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois (“*Village*”):

WHEREAS, Rebel House, LLC (“*Applicant*”), desires to operate an interior design office located at 901-905 Green Bay Road in the Village (“*Subject Property*”); and

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

WHEREAS, 901-05 Linden LLC is the record title owner of the Subject Property (“*Owner*”) and consents to the operation of an interior design office by the Applicant at the Subject Property; and

WHEREAS, Ordinance No. M-14-2020, adopted by the Village Council on _____, 2020 (“*Ordinance*”), grants a special use permit to the Applicant for the operation of a professional office 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: **REBEL HOUSE LLC**, an Illinois limited liability company

By: _____ By: _____

Its: _____

ATTEST: **901-05 LINDEN LLC**, an Illinois limited liability company

By: _____ By: _____

Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: SEPTEMBER 18, 2020
SUBJECT: 901-905 GREEN BAY ROAD - REBEL HOUSE INTERIOR DESIGN SPECIAL USE PERMIT (CASE NO. 20-26-SU)

INTRODUCTION

On September 23, 2020, the Plan Commission is scheduled to hold a virtual public hearing, in accordance with social distancing requirements, and Governor Pritzker's Executive Orders and Senate Bill 2135, to consider an application submitted by Rebel House, LLC (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 an interior design office on the ground floor at 901-905 Green Bay Road (the "Subject Property"). The Applicant is the prospective lessee of the Subject Property, which is currently owned by 901-05 Linden 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 meeting. A mailed notice has been sent to property owners within 500 feet of the Subject Property. As of the date of this memo, staff has received 9 written comments from the public regarding this application. The comments are provided in Attachment B of this report.

PROPERTY DESCRIPTION

The Subject Property is the entire first floor commercial space located in the two-story commercial building at 901-905 Green Bay Road, located on the east side of Green Bay Road between Tower Road and Gage Street. The Subject Property is currently vacant. *Engel & Völkers*, a real estate office, currently occupies office space on the second floor above the Subject Property. On September 3, 2019, the Village Council adopted Ordinance No. M-14-2019 granting a Special Use Permit to allow *Jeannie Balsam Interior Design* to operate an interior design office in the space the Applicant is proposing to occupy. *Jeannie Balsam Interior Design* did not take occupancy of the Subject Property. *Skandal*, a home design and women's and children's apparel store, is located to the north of the Subject Property, and to the south are *Benvenuti and Stein*, a design build and custom cabinetry business, and *Grateful Bites Pizza Shoppe*. Figures 1 through 3 on the following pages identify the Subject Property and the neighboring businesses.

The Subject Property is located within the Village's **Commercial Overlay District**, which allows non-retail uses such as interior design offices and professional uses; however, the Zoning Ordinance requires that they be evaluated by the Plan Commission and Village Council as a special use.

Proposed location of Rebel House Interior Design



Figure 1 – Subject Property



Figure 2 – Skandal – north neighbor of Subject Property



Figure 3 – Benvenuti and Stein and Grateful Bites Pizza Shoppe – south neighbors of 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.

HUBBARD WOODS BUSINESS DISTRICT OVERLAY BOUNDARIES

A map depicting the zoning classifications of the Hubbard Woods Business District is included on the following page as Figure 4. 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.

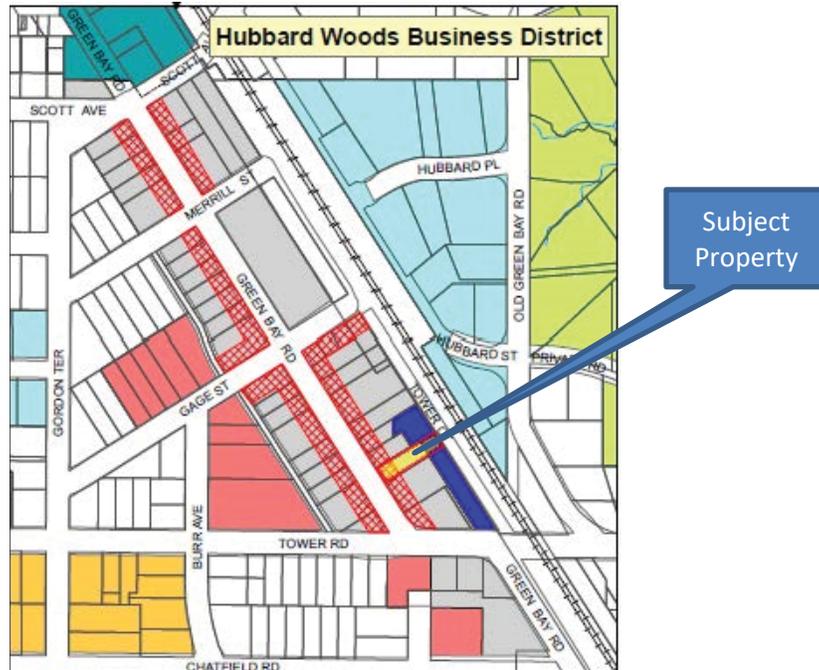


Figure 4 – Hubbard Woods Business Districts

DESCRIPTION OF REQUEST

The Applicant is proposing to relocate their design studio from Chicago to the approximately 1,700 square foot space at 901-905 Green Bay Road. The space occupies approximately 47 feet of building street frontage. As described by the Applicant in the attached application materials (Attachment A), their team currently has four members. Two members would commute together and would obtain and use the necessary Zone A Business Employee Parking Permit, while the other two would use public transportation. According to the Applicant, they would periodically have clients or vendors visit the site for meetings or presentations. They currently average 1-2 per week, each lasting 1-2 hours. The hours of operation would be 9am-5pm Monday through Friday. At this time, they do not intend to have regular retail hours; however, they would be available to service retail clients by appointment.

The intended layout of the space is illustrated in an excerpt of the proposed floor plan in Figure 5 on the following page. This layout mimics what was proposed by *Jeannie Balsam Interior Design*. The area identified as “salon” in Figure 5 would include furniture for sale. Other merchandise the Applicant would have for sale would be concentrated in the front of the space, visible from the street.

Due to the low amount of client and employee parking demand generated by the use, it was determined by staff that a parking study would not be necessary.

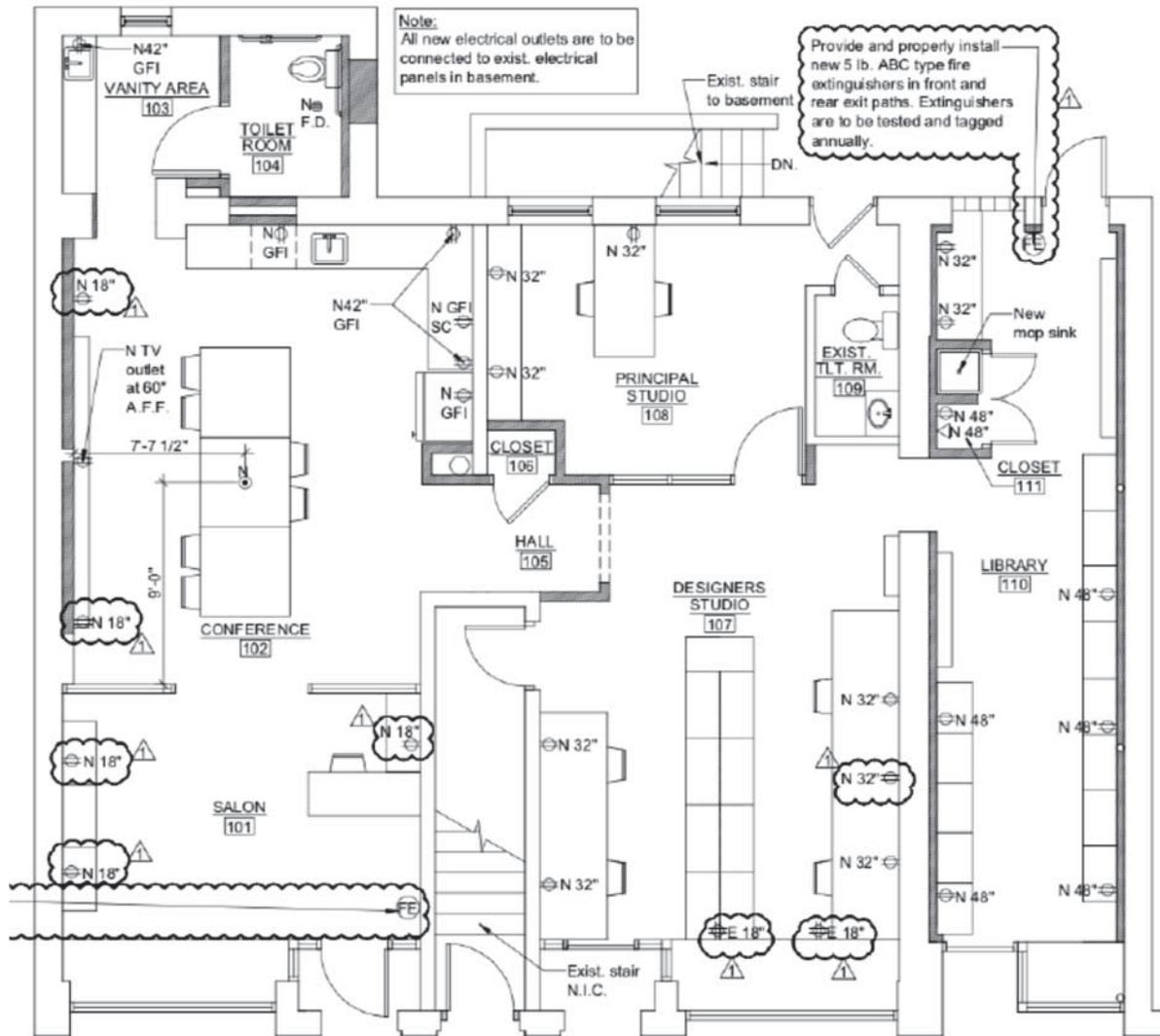


Figure 5 – Excerpt of Proposed Floor Plan

STANDARDS FOR REVIEW / FINDINGS

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

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

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

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

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

I make the motion that:

The Plan Commission recommends **approval [denial]** of the requested special use to allow an interior design office at 901-905 Green Bay Road within the C-2 Commercial Overlay District, based on the following findings of fact:

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

1. The establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. The Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. The establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. Adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
6. The Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;
7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;
8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block’s frontage;
9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses;
10. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine;
11. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintain typical and customary hours of operation; and
12. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses.”

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

1. [Insert conditions...]

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

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

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Public Comments

ATTACHMENT A

Village of Winnetka
SPECIAL USE PERMIT – C2 COMMERCIAL OVERLAY APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION
C-2 COMMERCIAL OVERLAY

Case No. 20-26-SU

Property Information

Site Address: 901-905 Green Bay Rd, Winnetka
Proposed type of occupancy: Business (Interior Design Studio)

Applicant Information

Name: Rebel House LLC
Address: 4001 N Ravenswood Ave, #403A
City, State, ZIP: Chicago, IL 60613
Applicant Signature: [Redacted]

Primary Contact: Michael Kreuser
Phone No. [Redacted]
Email: interiors@rebelhousedesign.com
Date: 8.24.2020

Attorney Information

Name: TBD
Primary Contact:
Address:
City, State, ZIP:
Phone No.
Email:

Architect Information

Name: N/A
Primary Contact:
Address:
City, State, Zip:
Phone No.
Email:

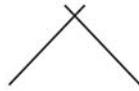
Property Owner Acknowledgment

I hereby certify that I am the owner of the property located at 901-905 Green Bay Rd, and have provided the attached proof of ownership. (address)

I consent to the filing of an application for a Special Use Permit by Rebel House LLC (Applicant name)

Property Owner Signature: [Redacted Signature]
Printed Name: Kevin Maloney

Date: 8/24/2020



REBEL HOUSE

I N T E R I O R D E S I G N

901-905 GREEN BAY RD, WINNETKA **108.24.201**
SPECIAL USE APPLICATION



901-905 GREEN BAY RD, WINNETKA [08.24.20]

SPECIAL USE WRITTEN APPLICATION MATERIALS

Rebel House LLC is pleased to apply for a special use permit to relocate our design studio from Chicago to the C-2 Commercial Overlay District of Winnetka. We are excited for the opportunity to join the Hubbards Wood Design and Dine District. Owners, Michael and Marli Kreuser, are Glencoe Residents with Marli's North Shore roots extending to being raised in Lake Forest. We are hopeful Rebel House will be a welcome complement to the already exciting developments within the HWDD.

Marli founded Rebel House LLC in 2016 after time as a Senior Designer with AJ Capital Partners in Chicago and previously served as a Senior Designer at Martha Angus Interiors (now Angus-McCaffrey Interior Design) in San Francisco. While in the Bay Area, one of our favorite parts of the city was the design district on Sacramento Street. Stores like Hudson Grace, March, and the Future Perfect were nestled among interior design firms to create a vibrant destination for lovers of the intersection between interiors and art. We believe HWDD is already establishing their own draw of a similar patron and we would be thrilled to be a part of it.

Our team is currently 4 members strong. Our parking needs are minimal. Marli and Michael will commute together and purchase the necessary parking pass. Our other two full-time employees do not have vehicles and will be taking public transportation to the office. We will periodically have clients or vendors visit our office for meetings or presentations. The current average is 1-2 per week lasting 1-2 hours each. Any opportunity we have for a lunch-and-learn with a vendor, we will request a local establishment provide the lunch when possible. Our hours of operation are 9 AM - 5 PM Monday through Friday.

Our occupancy of the proposed building will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the area.

Our 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. We will be creating design presentations, sourcing furniture and finish selections, and meeting with clients and vendors. Our proximity to vendors in the surrounding area (the Shade Store, Material Possessions, Bedside Manor) will only increase the likelihood we include their merchandise in our design.

The establishment of our 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. By creating interesting window displays, particularly in the salon section of our office, we will hopefully be drawing people to window shop and potentially patronize Grateful Bites or Vivid Art Gallery.

Our team members and visitors will have adequate ingress and egress without creating pedestrian or vehicular congestion in the public ways.

Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the special use exist.

Our special use in all other respects conforms to the applicable regulations of this and other village ordinances and codes, to the best of our knowledge.

Our 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. As mentioned, our window displays, particularly in the salon area, will be a matter of interest for anyone interested in art and design. We would also love to facilitate community events or showcase local makers in short run pop-ups.

The location of our proposed special use along a block frontage will not interrupt in the existing and potential continuity and concentration of the retail uses along the block's frontage.

Our proposed special use at the proposed location will provide for active display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses. As previously mentioned, the area marked salon on our floor plan will include furniture for sale which we have designed or partnered with the maker to offer.

The area we will have items which are available to be purchased shall be concentrated in the front of the building, clearly visible from the street.

We do not currently have plans to offer regular hours for retail shopping, but rather would include an opportunity to book by appointment. While our business is a reseller, we will not be staffed to maintain regular hours. Our staff will be focused on serving our interior design clients, making it only viable to service retail clients who make appointments.

Our parking needs will be fairly minimal with only one company car (which will be parked in the permitted lot while on site) and periodic vendor and client visits.

Thank you very much for considering our application for this special use. We appreciate the opportunity and let us know if we may further provide anything for your review.

ATTACHMENT B

Ann Klaassen

From: Sara Elsasser <[REDACTED]>
Sent: Friday, August 28, 2020 12:56 PM
To: Ann Klaassen
Subject: Rebel House

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ann,

My name is Sara Elsasser and I am a resident of Glencoe. I am writing to send an email in support of Rebel House opening on the 1st floor retail space on Green Bay Road. I have had the opportunity to work on a rehab/design project with Rebel House and found them to be an incredible business that will provide much value to Winnetka and the North Shore. Additionally, I serve as a zoning commissioner in Glencoe and understand the need for their move to require a special permit. I believe that Rebel House's design aesthetic and deep commitment to the North Shore community will ensure they use the space well and fit in with the rest of the community.

I would be thrilled to have Rebel House located in the community as I plan to continue to use their business for several more future projects.

Thanks,

Sara Elsasser
[REDACTED] Glencoe, IL

Ann Klaassen

From: Jonathan Gordon <jgordon@experientialcg.com>
Sent: Friday, August 28, 2020 7:25 AM
To: Ann Klaassen
Subject: Rebel House Design - Letter of Support

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ann - As a former client and big fan of Rebel House Design, I think that allowing the team to have a retail storefront on Green Bay Road is a terrific idea. They have a strong network of clients and a wonderful reputation. The village should be thrilled to support their request. It would seem especially critical to fill the towns street level retail with vibrant businesses at this uncertain time and Rebel House will be a stable addition to your business district.

Reach out if you need anything more from me.

Take care,
Jonathan

Jonathan Gordon
Experiential Capital Group
experientialcg.com
773-710-4748

Ann Klaassen

From: Lea <[REDACTED]>
Sent: Tuesday, September 1, 2020 5:00 PM
To: Ann Klaassen
Subject: Rebel House LLC - special use permit application

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Klassen:

We are writing to express our support for approval of Rebel House LLC's special use permit application to open an office on Green Bay Road in Winnetka.

Marli Jones and Rebel House LLC, were highly recommended by a family member who worked closely with them when designing and furnishing a new construction house in Wilmette.

Based on their recommendation, we engaged Rebel House to help us with the remodel design and subsequent interior decorating of our Winnetka condo.

Our experience with Marli and her team at Rebel House has been great. They have been very professional and a pleasure to work with. We believe they would be a positive addition to the community.

Sincerely,

Paul Harberger
L. Yovovich-Harberger

Ann Klaassen

From: Dave Liu [REDACTED] >
Sent: Friday, August 28, 2020 8:40 AM
To: Ann Klaassen
Cc: Caroline Liu; Michael Kreuser; Marli Jones
Subject: Rebel House Design - Letter of Support [Special Use Permit Application]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Klaasen,

It's our understanding that the Rebel House Design team is applying for a special use permit on first floor retail space in Downtown Winnetka so that they can open a showroom / office on the north shore.

We are currently in the process of moving from downtown Chicago to a home in Wilmette and have engaged the Rebel House team to help with our design needs. A material positive consideration for us was that they are North Shore residents and were planning on opening an office in the area, particularly in a location as convenient and prominent as on Green Bay in Winnetka.

We have really enjoyed working with them to date and believe that their street level presence (and style!) will be a benefit to the Winnetka community.

We are happy to answer any questions you may have about our experiences with them, and thank you for your time and consideration.

Best Regards,

Dave & Caroline Liu

Ann Klaassen

From: Megan Lively <[REDACTED]>
Sent: Tuesday, September 1, 2020 12:13 AM
To: Ann Klaassen
Subject: Letter on behalf of Rebel House

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ann,

My family and I have been residents of Winnetka for the last two years. We started working with Marli and her company, Rebel House, on our new home as we transitioned our family of 5 from the city to Winnetka. As my husband and I have been working from home during the pandemic, Marli and I have continued to work together on many rooms throughout our home.

She was first recommended to me by a close friend and can speak to her character and her as a savvy businesswoman.

I want to voice my support for Marli opening Rebel House in our town. She moved her family from the city to the area and think her business would be a tremendous asset to the village, especially as many more young families are relocating from the city to the area.

I know Marli and Rebel House would be a visible and stable part of the village and look forward to having her storefront in town.

Please don't hesitate to reach out if you have any questions.

Thank you,
Megan Lively

Ann Klaassen

From: Helenemarch [REDACTED] >
Sent: Sunday, August 30, 2020 8:32 AM
To: Ann Klaassen
Subject: Rebel House

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning! I have had Rebel House remodel/decorate 5 locations for SpaDerma...my business in the Chicagoland area. I am writing this letter of recommendation for them based on my continued professional relationship with their team. Every member of their team is extremely professional and a delight to work with. I feel strongly that any community would benefit by having such hard working, professional, creative and upstanding individuals join them. If you have any additional questions or comments my cell is [REDACTED].

Helene March
President
SpaDerma Inc.

Ann Klaassen

From: Celeste Robbins <celeste@robbins-architecture.com>
Sent: Tuesday, September 1, 2020 6:13 PM
To: Ann Klaassen
Subject: Rebel House

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Anne,

I hope you are doing well. I wanted to write and communicate my support for Rebel House in their new Hubbard Woods Space. Now more than ever, we need beautiful window fronts to animate and enliven our community.

Thank you for providing a platform to accomplish this!

Warmly,

Celeste

RobbinsArchitecture

976 Green Bay Road | Winnetka 60093

Phone 847-446-8001 ext 106 | Direct 847-443-0148 | [REDACTED]

robbins-architecture.com | @robbinsarchitecture

Ann Klaassen

From: Christi Smith [REDACTED] >
Sent: Friday, August 28, 2020 11:04 AM
To: Ann Klaassen
Subject: In support of Rebel House Design

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ann,

My name is Christi Smith and I live at [REDACTED] Elm Street. I recently learned Rebel House Design would like to have an office in GreenBay Road.

Would like to express my support for their office. I'm currently working with them! They are a young group of very talented designers. They are some of the most professional folks I've had the pleasure to work with.

They would be a welcome addition to the community!!!

If you have any questions for me, please do t hesitate to reach out.

Sincerely,
Christi Smith

Sent from my iPhone

Ann Klaassen

From: Jane Tough [REDACTED] >
Sent: Friday, September 4, 2020 1:58 PM
To: Ann Klaassen
Subject: Rebel House Interior Design Special Use Permit

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Klaassen,

I hope this note finds you well. I am writing to you in support of the Rebel House Interior Design team and their application for a special use permit from the Village of Winnetka.

My husband and I built a home in Wilmette that was completed in 2018, and we enlisted the help of Marli, Michael, and their team. While I could go on and on about how wonderful they were to work with, I'll simply note that they were extremely professional, respectful, knowledgeable, and extraordinarily talented. The biggest regret I have about our project was that I did not hire them earlier in the process.

Rebel House has a growing number of clients on the North Shore who would benefit from their presence in the area, and I believe the company would bring significant value to the district. As residents of the North Shore, and experienced designers who have completed successful commercial and residential projects all over the country, Rebel House is uniquely positioned with their breadth of experience and local expertise.

I would be more than happy to elaborate on my experience with the firm or discuss my support in more detail if you have any questions or if there is anything else I can offer that would be helpful in your decision process.

Thank you,

Jane Tough
[REDACTED]