



Village of Winnetka

Village Council Regular Meeting

July 16, 2024 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. August 6, 2024 Regular Meeting
 - b. August 13, 2024 Study Session - Cancelled
 - c. August 20, 2024 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. June 4, 2024 Regular Meeting
 - ii. June 11, 2024 Study Session
 - iii. June 18, 2024 Regular Meeting
 - b. Approval of Warrant List Dated May 31, 2024 - June 13, 2024
 - c. Approval of Warrant List Dated June 14, 2024 - June 27, 2024
 - d. Resolution No. R-60-2024: Approving an Agreement with Berglund Construction Company for Masonry Repairs to the Electric Plant (Adoption)
 - e. Resolution No. R-61-2024: Ratifying a Grant Agreement Between the State of Illinois, Illinois Law Enforcement Training and Standards Board, and the Village of Winnetka for Police Department Cameras (Adoption)
8. **Ordinances and Resolutions**
 - a. Ordinance No. MC-06-2024: Amending the Winnetka Village Code to Rename the Landmark Preservation Commission (Introduction/Adoption)

NOTICE

All agenda materials are available at [villageofwinnetka.org](https://www.villageofwinnetka.org) (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor).

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, 847-716-3543; T.D.D. 847-501-6041.

- b. Ordinance No. MC-07-2024: Amending the Winnetka Village Code Regarding the Class P Liquor License Regulations (Introduction/Adoption)
- c. Resolution No. R-59-2024: Approving the Purchase of Mobile Column Lifts from Safetylane Automotive Equipment (Adoption)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
June 4, 2024**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, June 4, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Assistant Village Manager Kristin Kazenas called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler, and Bridget Orsic. Absent: None. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Freidman, Community Development Director David Schoon, and approximately 21 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum
 - a) June 11, 2024 Study Session All of the Council members present said they expect to attend.
 - b) June 18, 2024 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Katie Stevens addresses Council regarding safety and visibility along the lakefront and matters related to the stormwater study.
 - ii. Susie Schrieber requested that Village staff and Council consider improving and increasing the flag display during Memorial Day weekend.
 - iii. Louisa Hernandez addresses Council regarding concerns related to gasoline powered leaf blowers and matters related to climate change.
 - iv. Ted Wynnychenko addresses Council regarding closed session meeting minutes and private beaches along the lakefront.
- 5) Reports
 - a) Trustees. No report.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. No report.
- 6) Establishment of the Consent Agenda

Trustee Dalman seconded by Trustee Apatoff moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.
- 7) Approval of the Consent Agenda
 - a) Approval of Village Council Minutes

- i. May 7, 2024 Regular Meeting
- ii. May 14, 2024 Study Session
- iii. May 21, 2024 Regular Meeting
- b) Approval of Warrant List Dated May 3, 2024 – May 16, 2024 in the amount of \$2,721,064.71.
- b) Approval of Annual Outdoor Seating Area Permit (Adoption)

Trustee Handler seconded by Trustee Orsic, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

8) Ordinances and Resolutions.

- a) Ordinance No. M-07-2024: Granting a Special Use Permit for the Operation of a Financial Counseling Office within the C-2 Commercial Overlay District of the Village (565 Lincoln Avenue)

Community Development Director David Schoon advises Council of a request for a special use permit to allow a financial counseling office to temporarily be located in the C-2 Commercial Overlay District, located at 565 Lincoln Avenue. The applicant, JPMorgan Chase Bank, is requesting to use the space as a financial counseling office while its main office, located at 791 Elm Street, is redeveloped.

Mr. Schoon reviews floor plan specs, overall space use, business hours, client provided services, off-street parking, and employee parking permits.

The Plan Commission has unanimously recommended approval subject to the applicant removing dividing walls and six months after certificate of occupancy is issued for the new building, the special use will expire the space will need to be vacated.

Council discusses communication matters with neighboring businesses, parking requirements, vacancy history, code compliance, and conditions related to certificate of occupancy and special use.

Public Comment.

Karl Camillucci, Taft Stettinius & Hollister LLP Partner, addresses Council regarding the importance of Chase Bank's operations in Winnetka, compliance regarding the certificate of occupancy and special use, employee parking matters, and urgency related to scheduling.

Christopher McKenna, Managing Director at JPMorgan Chase Bank, addresses Council regarding scheduling and matters related to occupancy.

While Ordinance No. M-07-2024 was initially under consideration for introduction, given the applicants urgency to begin business operations and delay in scheduling, Council unanimously agrees to waive introduction and consider adoption of the ordinance.

Trustee Apatoff, seconded by Trustee Albinson, moved to waive introduction of Ordinance No. M-07-2024. By voice vote, the motion carried unanimously.

Trustee Dearborn, seconded by Trustee Dalman, moved to adopt Ordinance No. M-07-2024 subject to the contingency that if the special use permit and the approvals for the Elm Street permanent special use are not granted, Ordinance No. M-07-2024 will become null and void. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff,

Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

- b) Ordinance No. M-08-2024: Granting a Preliminary Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, Special Use Findings for Financial Services Uses, and a Preliminary Plat of Consolidation (791 Elm Street) (Chase Bank) (Introduction)

On June 20, 2023, Council reviewed a concept plan for the Chase Bank planned development and proposed changes regarding the building façade.

The proposed planned development consists of a new three-story commercial use planned development and is currently in the preliminary plan review phase. The applicant is seeking approval for a plat of consolidation to create one lot of record, various zoning exceptions, and special use approvals. Community Development Director David Schoon provides an overview of the initial concept plan review, planned development process, and final plan review.

The proposed planned development consists of ground floor retail bank and lobby, corporate offices, and on-site parking. Mr. Schoon advises Council of pedestrian and vehicle access, streetscape design, matters related to existing utilities and the applicants request for an electric transformer, stormwater detention regarding the development, the Design Review Board's suggestions regarding the building façade, and the applicant revisions.

Additionally, Mr. Schoon provides information related to lot consolidation and various exceptions related to zoning relief, special use approval regarding ground floor parking, and special use related to financial use, EV charging stations, compensating benefits of the proposed development, and the tentative construction schedule.

Scott Hurst, Design Principal at Gensler, addresses Council regarding building elevations, refinements, and design evolution.

Public Comment.

Theresa Lucas addresses Council regarding concerns on the construction impacts to businesses in the business districts.

Stephanie Hochschild, owner of the Book Stall, addresses Council regarding concerns related to the construction impacts to businesses operations in the business districts.

Scott Hurst advises Council of the redevelopment timeline, design evolution, current elements of the proposed development, zoning ordinance analysis, floor plan, sustainability, parking study, and compensation benefits.

Council discusses concerns related to building mass, façade elements, proposed design, construction management and impacts to businesses, construction schedule, construction vehicle traffic flow, and proposed changes to the design.

At the request of Council, the applicant will continue to further refine the proposed development in order to minimize the building mass.

Trustee Albinson, seconded by Trustee Dalman, moved to introduce Ordinance No. M-08-2024. By voice vote, the motion carried unanimously.

- c) Resolution No. R-54-2024: Approving a Development Agreement (791 Elm Street) (Discussion)

Ordinance No. M-08-2024 and Resolution No. R-54-2024, approving the development agreement, will be on the June 18th agenda for adoption.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session for the Purpose of Discussing Closed Session Minutes and Pending or Probable Litigation Pursuant to Sections 2(c)(21) and 2(c)(11) of the Open Meetings Act.

Trustee Albinson, seconded by Trustee Dearborn, moved to adjourn to Closed Session for the purpose of discussing closed session minutes and pending or probable litigation pursuant to Section 2(c)(21) and 2(c)(11) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

The Council adjourned into Closed Session at 9:26 p.m.

13) Adjournment. The Closed Session meeting ended at 9:50 pm

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
June 11, 2024**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, June 11, 2024 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Village Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler and Bridget Orsic. Absent: None. Also present: Village Manager Robert Bahan, Village Attorney Courtney Willits, Deputy Village Clerk Berina Gradjan, Engineering Director Jim Bernahl, Community Development Director David Schoon, and approximately 6 persons in the audience.

2) Public Comment

- a) Ted Wynnynchenko addresses Council regarding matters related to closed session minutes and public and private land along the lakefront.
- b) Rocky Flinterman addresses Council regarding updates on the Winnetka Farmer's Market.

3) Discussion.

a) Hubbard Woods Streetscape Design Concepts Review

Community Development Director David Schoon informs Council that Village staff has been working with Teska Associates on designing two streetscape design concepts for the Hubbard Woods business district. The community has participated in online surveys, attended an open house, and provided feedback regarding the proposed concept designs. While certain elements of the first design require the Village to take control of the Green Bay Road right-of-way, a State-owned road, the other concept would remain within the State's control but limit the improvements made within the right-of-way.

Jodi Mariano, Principal Urban Designer at Teska Associates, presents the two concept designs for the Hubbard Woods Business District. Additionally providing information regarding the scope of the project study area, overview of the planning process and the anticipated outcomes consisting of various surveys and meetings, improved traffic flow and crosswalks, intersection improvements, parking impacts, streetscape amenities, and key feedback from the community.

Council and Jodi Mariano discuss partnership with the Village of Glencoe, matters related to parking lot usage, parking access, concerns related to traffic flow, pedestrian safety and access, matters related to cyclists, and various traffic improvements.

Public Comment

Karen Adel addresses Council regarding traffic flow, community feedback, and the Hubbard Woods train station entrance point improvements.

Glen Deutsch, owner of Mino's, addresses Council regarding Village partnership with impacted businesses and concerns related to traffic flow and parking.

Cynthia Burr, owner of Vivid Art Gallery, addresses council regarding Village partnership with impacted businesses and concerns related to traffic and parking.

Tom Brown encourages Council to conduct a traffic study.

Terry Dason addresses Council regarding traffic flow concerns and urges Council to engage in conversations with impacted businesses.

President Rintz addresses concerns related to a jurisdictional transfer concerning ongoing maintenance, construction impacts on businesses, construction issues and duration, and partnership with the Illinois Department of Transportation.

Council discusses infrastructure repair and maintenance along Green Bay Road, pedestrian control, and traffic safety, signage, and flow pertaining to Merrill Street alongside Hubbard Woods Park.

Council directs staff to conduct a traffic study and asks for Teska Associates to incorporate Council's feedback in the streetscape design plans.

- 4) Closed Session for the Purpose of Discussing Closed Session Minutes and Pending or Probable Litigation pursuant to Section 2(c)(21) and 2(c)(11) of the Open Meetings Act.

Trustee Handler, seconded by Trustee Orsic, moved to adjourn to Closed Session for the purpose of discussing closed session minutes and pending or probable litigation pursuant to Section 2(c)(21) and 2(c)(11) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

The Council adjourned into Closed Session at 9:22 p.m.

- 5) Adjournment. The Closed Session meeting ended at 9:59 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
June 18, 2024**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, June 18, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Assistant Village Manager Kristin Kazenas called the roll. Present: Trustees Kirk Albinson, Bob Dearborn, Kim Handler, and Bridget Orsic. Absent: Trustees Rob Apatoff and Tina Dalman. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Freidman, Community Development Director David Schoon, and approximately 15 persons in the audience.

President Rintz confirms that Trustee Handler has provided the required notice that she will be unable to attend the regular meeting due to work obligations. The Village's policy provides that Trustee Handler may participate remotely unless 2/3 of the Council objects. With no objections, Trustee Handler participated remotely fully in the meeting.

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

- 3) Quorum

- a) July 2, 2024 Regular Meeting - Cancelled
- b) July 9, 2024 Study Session All of the Council members present said they expect to attend.
- c) July 16, 2024 Regular Meeting All of the Council members present said they expect to attend.

- 4) Public Comment.

- i. Ted Wynnynchenko addresses Council regarding closed session minutes and matters related to outdoor seating for the business districts.

- 5) Reports

- a) Trustees.

- i. Trustee Albinson commends the Winnetka Music Fest.
- ii. Trustee Handler commends the safety provided by the Police Department during the Winnetka Music Fest.

- b) Attorney. No report.

- c) Manager.

- i. Village Manager Bahan commends staff for their dedication and service to the Winnetka Music Fest.

- d) Village President.

- i. President Rintz commends the vibrancy and success of the Winnetka Music Fest.

6) Presentations

a) Proclamation for Rotary's 100th Anniversary

On behalf of the Village, President Rintz honors the Rotary Club's 100th anniversary and declares June 20, 2024, as Rotary Club of Winnetka-Northfield Day.

Trustee Orsic, seconded by Trustee Albinson, moved to adopt the proclamation. By voice vote, the motion carried.

7) Establishment of the Consent Agenda

Trustee Albinson seconded by Trustee Orsic moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.

8) Approval of the Consent Agenda

a) Approval of the Warrant List Dated May 17, 2024 – May 30, 2024 in the amount of \$975,382.06.

b) Resolution No. R-55-2024: Approving Closed Session Minutes, Determining the Need to Keep Minutes of Certain Closed Meetings of the Village Council Confidential, and Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Council (Adoption)

c) Resolution No. R-56-2024: Waiving Bidding Requirements and Awarding a Contract to RESCO for the Purchase of a 1000 kVA Transformer (Adoption)

d) Resolution No. R-57-2024: Approving and Authorizing a Class P Liquor License for Kemper Sports Management, LLC (1300 Oak Street) (Adoption)

e) Resolution No. R-58-2024: Approving Change Order No. 3 to the Contract with Dimeo Brothers, Inc. for Construction Services for the North of Willow Road Stormwater Storage Project (Adoption)

Trustee Dearborn seconded by Trustee Albinson, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Albinson, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustees Apatoff and Dalman.

9) Ordinances and Resolutions.

Without objection, President Rintz re-orders the agenda as follows:

9 c) Ordinance No. M-09-2024

9 a) Ordinance No. M-08-2024

9 b) Resolution No. R-54-2024

c) Ordinance No. M-09-2024: Granting an Amendment to a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of Improvements to an Existing Playground Within the R-4 Single Family Residential District (1155 Oak Street) (Introduction/Adoption)

Community Development Director David Schoon advises Council of a request submitted by the applicant regarding improvements to the existing playground where Carleton Washburne School and the Skokie School are located. The project consists of replacement of play equipment, play surface area, sheds, and construction to the existing pergola. Additionally, the project will include improvements to alleviate current standing

water issues in conjunction with the Village's future stormwater project on Oak Street and tree replacement.

The three advisory boards, Zoning Board of Appeals, Design Review Board, and Plan Commission, have unanimously recommended approval of the request.

Trustee Dalman enters the meeting 7:23pm.

Trustee Handler addresses matters related to tree replacement and zoning relief related to shed replacement.

Rebecca Levine, Co-Director at Winnetka Public School Nursery, advises Council of the request for the need of a shed in order to store various play equipment.

Council discusses matters related to tree replacement and the Village's process and requirements for the removal of trees.

Trustee Albinson, seconded by Trustee Orsic, moved to waive introduction of Ordinance No. M-09-2024. By voice vote, the motion carried unanimously.

Trustee Albinson, seconded by Trustee Orsic, moved to adopt Ordinance No. M-09-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Apatoff.

- a) Ordinance No. M-08-2024: Granting Preliminary Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, Special Use Findings for Financial Services Uses, and a Preliminary Plat of Consolidation (791 Elm Street) (Chase Bank) (Adoption) & Resolution No. R-54-2024: Approving a Development Agreement (791 Elm Street) (Chase Bank) (Adoption)

At the June 4th Council meeting, Council reviewed and discussed the proposed development presented by staff and the applicant. Council expressed concerns regarding the proposed design and stated that the corner element of the building appeared heavy and massive in size. Council approved the preliminary planned development under the condition that the applicant provide additional detailing and refinements to the corner element in order to reduce the massiveness prior to the final approval of the planned development.

Community Development Director David Schoon advises Council that the applicant revised the design of the building and incorporated refinements to the building's corner element.

Village Attorney Peter Friedman reviews the development agreement and its provisions including the executions of deadlines, landscape improvement approvals, construction schedule, construction traffic, noninterference requirements with business, applicant reimbursements related to building permits, attorneys' fees, Village Code fees, and letter of credit.

Hal Francke, partner at Meltzer, Purtill & Stelle LLC, addresses Council regarding the conditions of the planned development and requests that Council consider providing feedback related to the concept plans proposed by the applicant.

Scott Hurst, Design Principal at Gensler, advises Council of the incorporated modifications to the design including refinements to the building facade, modifications to the glass windows, bricks, height adjustments, and refinement of the corner element of the building reducing the massiveness.

Council discusses various matters related to the revised design such as the modified building height, design improvements, façade elements, renderings, and matters related to the corner element of the building.

Trustee Dalman suggests that there be a more formalized mitigation incorporated regarding noninterference with business operations.

Public Comment

Teresa Lucas addresses matters related to construction impacts on businesses and requests that Chase Bank provide support to the businesses impacted.

Council amends the ordinance text to incorporate the request to continue revising the design in order to reduce massing as part of the final planned development ordinance.

Trustee Dalman, seconded by Trustee Albinson, moved to adopt Ordinance No. M-08-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Apatoff.

b) Resolution No. R-54-2024: Approving a Development Agreement (791 Elm Street) (Chase Bank) (Adoption)

Trustee Dalman, seconded by Trustee Albinson, moved to adopt Resolution No. R-54-2024, with the amendment to require Chase to submit a plan to mitigate interference with business operations and Village staff to review and approve as part of the construction management and traffic plan and informing this mitigation plan Chase will meet with surrounding businesses and those that share the alley to better understand their operations to minimize interference with said businesses. By roll call vote, the motion carried. Ayes: Trustees Albinson, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Apatoff.

10) Old Business. None.

11) New Business. None.

12) Appointments: None.

13) Closed Session. None:

14) Adjournment. President Rintz asks for motion to adjourn. Trustee Dearborn, seconded by Trustee Albinson, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:48 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated May 31, 2024 - June 13, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: July 16, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated May 31, 2024 - June 13, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated May 31, 2024 - June 13, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated June 14, 2024 - June 27, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: July 16, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated June 14, 2024 - June 27, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated June 14, 2024 - June 27, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-60-2024: Approving an Agreement with Berglund Construction Company for Masonry Repairs to the Electric Plant (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: July 16, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The 2024 Electric Fund Budget includes funding for masonry repairs to the exterior of the Electric Plant. The proposed scope includes the repair/ replacement of lintels above windows, installation of helical anchors in a corner and tuckpointing at five locations on the east and northeast sides of the building.

Request for Proposal (RFP) #024-003 was issued for the performance of the masonry repairs. The RFP was sent to firms and posted to the on-line procurement service, Demand Star. A pre-proposal site meeting was held April 23rd with eight companies in attendance. Proposals were opened on May 9, 2024, five companies submitted proposals for the masonry work. The results are summarized as follows:

Garfield Building Maintenance Company, Inc.	\$250,000
Berglund Construction	\$95,000
Bruno's Tuckpointing, Inc.	\$61,720
Red Feather Group, Inc.	\$57,750 (+ \$430/ft. of lenth replacement)
Futurity 19, Inc.	\$46,700

Water & Electric Department staff evaluated the proposals by multiple criteria which included: expertise, project understanding, relevant experience, fees, and reputation. Berglund Construction's submittal was deemed the best in the selection process and the proposed amount of \$95,000 is within the budgeted amount for the masonry repairs.

Berglund demonstrated good project understanding in that they identified the need for brick replacement as a part of their lump sum cost. The other apparent low proposers (Red Feather, Bruno's and Futurity 19) all included added costs per brick outside their base proposal. Based on staff's experience with masonry projects in the Village, we know that brick replacement will be necessary. Not having this cost built into the base contract presents an unknown and the potential to force the project over budget. Berglund also has a history of performing masonry work on structures on the lakefront,

so they are aware of the conditions and environment that the brick work at the power plant is subject to. Additionally, Red Feather Group, Inc. did not attend the mandatory pre-proposal site meeting.

As the Village had not previously contracted with Berglund Construction, staff contacted prior clients for feedback on the company's performance. Staff received favorable feedback from their references, each of which has utilized Berglund Construction on multiple projects, and also noted their restoration experience.

The FY 2024 budget (account #500.41.27-615) includes \$100,000 for masonry repairs at the Electric Plant.

Resolution No. R-60-2024, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Berglund Construction for masonry repairs at the Electric Plant.

RECOMMENDATION:

Consider adoption of Resolution No. R-60-2024, approving an agreement with Berglund Construction Co. for masonry repairs at the Electric Plant.

ATTACHMENTS:

1. Resolution No. R-60-2024: Approving an Agreement with Berglund Construction Company for Masonry Repairs to the Electric Plant

**A RESOLUTION APPROVING AN AGREEMENT WITH
BERGLUND CONSTRUCTION COMPANY FOR
MASONRY REPAIRS TO THE ELECTRIC PLANT**

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. 024-003 (“**Request for Proposals**”) seeking qualified firms to perform masonry repairs to the exterior of the Electric Plant (“**Work**”), which Work includes the repair and replacement of lintels above the windows, installation of helical anchors, and tuckpointing at five locations on the east and northeast side of the building; and

WHEREAS, the Village received five proposals (“**Proposals**”), which were opened on May 9, 2024; and

WHEREAS, the Water and Electric Department (“**Department**”) evaluated the Proposals by multiple criteria, including expertise, project understanding, relevant expertise, fees and reputation; and

WHEREAS, based on the Department’s evaluation of Proposals, and pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village has selected Berglund Construction Company (“**Contractor**”) as the Contractor for the procurement of the Work; and

WHEREAS, the Village desires to enter into an agreement with Contractor for the performance of the Work in an amount not to exceed \$95,000.00 (“**Agreement**”), which amount is below the budgeted amount for this Work; and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village

Manager of two executed copies of the final Agreement from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

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

ADOPTED this 16th day of July, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

VILLAGE OF WINNETKA
CONTRACT FOR MASONRY REPAIRS TO THE WINNETKA
ELECTRIC PLANT

Contract Number: 024-003

**CONTRACT FOR MASONRY REPAIRS TO THE WINNETKA
ELECTRIC PLANT**

Contract Number: 024-003

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CONTRACT FOR MASONRY REPAIRS TO THE WINNETKA ELECTRIC PLANT

Contract Number: 024-003

In consideration of the mutual promises set forth below, the Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093, an Illinois home rule municipal corporation (“Owner”), and *[name and address of successful proposer]*, a *[form of organization]* (“Contractor”), make this Contract as of July 16, 2024, (the “Effective Date”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

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

pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Design of Project

Contractor has prepared the proposal for the Project attached as Attachment B ("*Proposal*"), which Proposal was prepared using Contractor's expertise. The Proposal was performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized firms in performing services of a similar nature, and specifications and description of the Project set forth in the Proposal is sufficient to meet the purposes of the Project and make the repairs needed to the Work Site.

1.6 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for

CONTRACT

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

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

1.7 Technical Ability to Perform

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

1.8 Financial Ability to Perform

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

1.9 Time

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

1.10 Safety at the Work Site

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

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

1.11 Cleanliness of the Work Site and Environs

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

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

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

1.13 Subcontractors and Suppliers

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

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

1.14 Simultaneous Work By Others

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

1.15 Occupancy Prior to Final Payment

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

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

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written

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

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.16A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

C. Subcontractor and Supplier Warranties. Whenever Attachment B requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said

warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

4.3 Indemnification

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

ARTICLE V: PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such

title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

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

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

5.6 Deductions

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

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the

obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's

rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.16 of this Contract.

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation.

CONTRACT

If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

CONTRACT

Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

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

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

[name] Berglund Construction Company
[address]
8410 S. South Chicago Avenue, Chicago, Illinois 60617

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

A. Compliance Required. Contractor, and each subcontractor, must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; or and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

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

C. Prevailing Wage Act Certified Payroll. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit certified payroll to the Illinois Department of Labor, in accordance with Section 5 of the Act.

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

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work,

of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

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

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

DATED: July 9th, 2024.

[name of contractor]: Berglund Construction Company

By: [REDACTED]

Name: Jack Tribbia

Title: President - Restoration Division

Attest: [REDACTED]

By: [REDACTED]

Name: Cynthia Kielbasinski

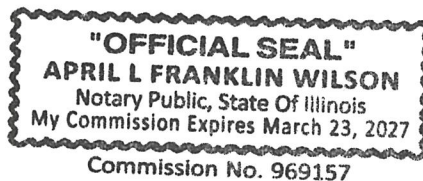
Title: Corporate Secretary

Subscribed and Sworn to before me on July 9th, 2024.

My Commission expires: March 23, 2027

[REDACTED]
Notary Public

(SEAL)



CONTRACT

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

VILLAGE OF WINNETKA

By: _____

Name: _____

Title: _____

Attest: _____

By: _____

Name: _____

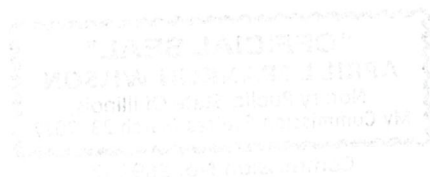
Title: _____

[name of proposer] Berglund Construction Company

By: _____

Name: Jack TribbiaTitle: President - Restoration DivisionAttest: _____

By: _____

Name: Cynthia KielbasinskiTitle: Corporate Secretary

**CONTRACT FOR MASONRY REPAIRS TO THE WINNETKA
ELECTRIC PLANT**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Repair of the masonry on the North and East side of the building on the Work Site, as more fully described in the Request for Proposal Document RFP #024-003.

2. Work Site:

The Village of Winnetka Electric Plant located at 735 Tower Road, Winnetka, Illinois, 60093.

3. Permits, Licenses, Approvals, and Authorizations:

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

4. Commencement Date:

 ~~June 1, 2024~~ July 29, 2024
NAN

5. Completion Date:

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

6. Insurance Coverage:

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

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

All employees must be included as insured.

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

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value

of Owner-furnished equipment and materials to be constructed or installed by Contractor.

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

- E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.
- F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.
- G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$10,000.
- H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:
Comprehensive General Liability

The Additional Insured endorsement must identify Owner as follows:

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

7. **Contract Price:**

SCHEDULE OF PRICES

LUMP SUM CONTRACT

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

\$ 95,000.00

8. **Progress Payments:**

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.
- B. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:**

\$ 150

EXHIBIT A

**CONTRACT FOR MASONRY REPAIRS TO THE WINNETKA
ELECTRIC PLANT**

ATTACHMENT B

PROPOSAL

[TO BE SUPPLIED BY CONTRACTOR]



Established 1911

ATTACHMENT B

Village of Winnetka
Tim Sloth, Finance Director
510 Green Bay Road
Winnetka, IL 60093
tsloth@winnetka.org

RE: Winnetka Electric Plant
735 Tower Road
Winnetka, IL 60093
Masonry Repairs

Berglund Construction proudly maintains a longstanding presence in Illinois, having contributed to the state's development for 113 years. Berglund is a leading building and restoration firm, providing a full slate of facilities-related services from historic preservation to the latest in construction technology and management for clients across various markets. Our corporate office is located at 8410 S. South Chicago Avenue, Chicago, IL 60617, with additional locations in Westmont, Illinois; Indiana; Wisconsin; Ohio; and Florida.

The proposed project leads are listed below. Resumes containing project experience are attached.
Steve Maggio – Project Executive
Jason Scott – General Field Superintendent

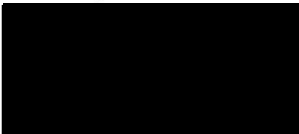
Similar Projects:

- Northwestern University - Dearborn Observatory Exterior Restoration - \$1,109,624 – Completion: 2015
- Evanston History Center – Main Entrance Restoration - \$333,876 – Completion: 2020
- Lake Forest Library – Dome Replacement - \$190,300 - Completion: 2023
- City of Kenosha – Southport Beach House – Exterior Renovations - \$386,665 – Completion: 2021
- Door County – Baileys Harbor Light House - \$200,669 - Completion: 2022

Berglund Construction proposes to furnish all labor, material, and equipment to repair the masonry on the North and East side of the building on the Work Site, as more fully described in the Request for Proposal Document RFP #024-003.

Lump Sum Cost: \$95,000

Thank you,



John McHugh
Vice President – Restoration
jmchugh@berglundco.com



Steve Maggio

Vice President

Tenure in the Industry: 18 Years

Education

Bachelor of Science in Engineering,
Michigan State University

Professional Affiliations / Certifications

OSHA 10 Hour & 30 Hour Certified
CPR First Aid Certified
Bloodborne Pathogen Certified

As Vice President of Restoration, Steve is responsible for overseeing the successful completion of a wide range of projects, specializing in façade restoration and preservation construction management projects. He is also responsible for leading a team that excels in managing projects from preconstruction through project close out. Steve works closely with staff to ensure projects are delivered on time and that they exceed client's satisfaction.

Significant Projects

St. Nicholas Ukrainian Catholic Church | Chicago, IL

- Over the course of multiple years, our team has begun the process of repairing 13 of the exterior copper domes
- Scope of work includes the restoration and repair of intricate mosaic panels on the primary façade, brick and masonry repairs, clay tile roofing repairs, lightening protection repairs, and re-installation of the newly restored stained glass rosette window

JP Morgan Chase Bank | Chicago, IL

- 14'X12'X17' dimension chase tunnel consist of a pedestrian tunnel stacked above a vehicular tunnel
- Berglund worked directly with WJE to create inspection openings in the existing waterproofing and concrete structure, and then repairing those openings upon completion of the assessment

University of Chicago, International House | Chicago, IL

- Restoration of an eight story limestone building with an ornate tower
- Berglund scope of work includes limestone rebuild at bays, piers, and parapets
- The workscope also includes 100% envelope restoration, stone replacement, repairs and tuckpointing

University of Chicago, Judd Hall | Chicago, IL

- Berglund Construction performed an Exterior Restoration / Rehab of The University of Chicago's historic Charles H. Judd Hall
- The scope of work included a roof replacement, masonry facade repairs, and steel window repairs and replacement

University of Chicago, Rockefeller Chapel | Chicago, IL

- 58,600 sqft restoration repairs to the University of Chicago's Rockefeller Chapel facade
- The work included pipe scaffolding installation that ascended to the top of the 207 ft bell tower and around the northern half of the structure
- Berglund masons rebuilt the tower turrets and parapet walls, removed and re-installed all stained glass windows, and rebuilt the surrounding limestone tracery as necessary

Significant Projects

University of Chicago, Kelly Beecher Green | Chicago, IL

- 14'X12'X17' dimension chase tunnel consist of a pedestrian tunnel stacked above a vehicular tunnel
- Berglund worked directly with WJE to create inspection openings in the existing waterproofing and concrete structure, and then repairing those openings upon completion of the assessment

547 W Jackson | Chicago, IL

- Terra Cotta Façade inspection and repairs
- Sealant replacement at copings and belt courses

Dixon High School | Dixon, IL

- Multiphase restoration of Dixon High School which includes over 2,000 custom pieces of cast stone replacement, parapet rebuilds, lintel replacement, tuckpointing and brick replacement
- Berglund worked on an expedited schedule to ensure windows, lintels, and sills were completed prior to school resuming in the fall

River City Building | Chicago, IL

- River City Condominiums boasts a concrete shell exterior with metal-framed windows set in half ellipses styled concrete openings designed by Bertrand Goldberg
- Performed an exterior façade restoration of the uniquely serpentine shaped building which included radius concrete patching with ribs to match, EIFS replacement, and 100% glazing and perimeter sealant replacement
- Access for the repairs included 62 electric swing stage drops which included drops suspended over the marina with a custom built floating modular dock

211 & 205 W. Wacker | Chicago, IL

- Completing a multiyear phased project to maintain the exterior façade on these two terra cotta and brick façades in the heart of the loop
- Some repairs include: structural steel replacement, terra cotta repairs/replacement, sealant, tuckpointing and thru wall flashing

Columbia College Dance Studio | Chicago, IL

- Four-story Art Deco building was originally built in 1930 and currently serves as the dance center for Columbia College Chicago
- Reinforced concrete and brick structure clad in limestone
- Completing limestone replacement of over 200 pieces and the resetting of over 500 pieces
- Also included is 100% of tuckpointing and sealant of the north and east elevations

Project Role



Jason Scott

**General Field
Superintendent**

Tenure in the Industry: 25 Years

Educational and Professional Affiliations

OSHA 10- & 30-Hour Certified

Supervisor Training and Accident
Reduction Techniques Certified

CPR First Aid Certified

Bloodborne Pathogen Certified

Cement Finishes Local #502



Jason will oversee our field operation with a focus on client needs, site logistics, constructibility, quality and scheduling. As superintendent, he will ensure the construction is as least disruptive as possible to your daily operations. As the day-to-day on-site contact, he will ensure that all work is of superior craftsmanship, all materials are installed meticulously and that the schedule is on target. Jason's ability to focus on the task at hand and his adept attention to detail makes him a valuable member of this project team.

Significant Projects

James A. Lovell Federal Health Care Center Building 4- North Chicago, IL

Berglund performed 100% tuckpointing of the building with select masonry replacement, roof coping replacement, replacement of north front porch including railings. Berglund also performed supervision and site coordination for the other trades performing roofing and window replacement scopes.

James A. Lovell Federal Health Care Center Building 134

Scope: Replacement of all window lintels and associated masonry on C-wing of building. Includes 100% tuckpointing and partial window perimeter sealant replacement. Status: In-progress

Great Lakes Naval Station Building 11

Scope: Tuckpointing and brick replacement of historic structure on Great Lakes Naval Station

School of the Art Institute of Chicago - Chicago, IL 162 N. State Street

Terra Cotta Facade Restoration, Berglund was tapped to perform the facade restoration of the building. Project included removal, replacement and reinstallation of select terra cotta units and repairs.

School of the Art Institute of Chicago - Chicago, IL 7 W. Madison Street

Berglund was tapped to perform the facade restoration of the third Floor Cornice Assembly and Parapet Walls. The Parapet Wall was reconstructed in its entirety and the building also received new skylights, window systems and roof.

U.S. Cellular Field - Chicago, IL

Tapped by the Illinois Sports Facility, Berglund is completing concrete repairs to select areas of the stadium.

References

1. **Owner:** University of Chicago
Address: 5235 S. Harper Court, Suite 100, Chicago, IL 60615
Contact: Brian Cowperthwaite, [REDACTED]
Cost: \$5,732,821
2. **Owner:** Northwestern University
Address: 2020 Ridge Avenue, Evanston, IL 60201
Contact: Richard Pauner, [REDACTED]
Cost: \$949,557
3. **Owner:** Museum of Science and Industry
Address: 5700 S. DuSable Lake Shore Drive, Chicago, IL 60637
Contact: Chet Ildefonso, [REDACTED]
Cost: \$6,941,463



Agenda Item Executive Summary

TITLE: Resolution No. R-61-2024: Ratifying a Grant Agreement Between the State of Illinois, Illinois Law Enforcement Training and Standards Board, and the Village of Winnetka for Police Department Cameras (Adoption)

PRESENTER: Brian O'Connell

AGENDA DATE: July 16, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

In April 2024, the police department was notified of the availability of grant funds through the State of Illinois, Illinois Law Enforcement Training and Standards Board (ILETSB) for assistance with camera purchases. The Illinois Law Enforcement Camera Grant Program allows for reimbursement to police agencies for the cost associated with in-car video cameras for use in law enforcement vehicles, officer-worn body cameras for law enforcement officers, data storage costs, and training for officers in the operation of the cameras. The police department budgeted \$65,000 for body-worn cameras and \$27,500 for in-car cameras in FY24.

Police department staff submitted a grant application in May 2024 and was notified by ILETSB on June 27, 2024, that the department was awarded \$42,114.60 as part of the grant program. In order to be in compliance with the grant requirements, the police department must submit additional annual reports beyond what is required by state mandate to include any use of body-worn camera recordings for criminal prosecution or civil proceedings. In order to secure the allocation of funding from the grant program, the department was required to execute the agreement by June 28, 2024. The agreement was executed and returned to ILETSB on June 28, 2024.

RECOMMENDATION:

Ratify a grant agreement between the State of Illinois, Illinois Law Enforcement Training and Standards Board and the Village of Winnetka for police department cameras.

ATTACHMENTS:

1. Resolution No. R-61-2024: Ratifying a Grant Agreement Between the State of Illinois, ILETSB, and the Village of Winnetka for Police Department Cameras
2. Grant Agreement Between State of Illinois, ILETSB, and Village of Winnetka

RESOLUTION NO. R-61-2024

A RESOLUTION RATIFYING A GRANT AGREEMENT BETWEEN THE STATE OF ILLINOIS, ILLINOIS LAW ENFORCEMENT TRAINING AND STANDARDS BOARD AND THE VILLAGE OF WINNETKA FOR POLICE DEPARTMENT CAMERAS

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 State of Illinois, Illinois Law Enforcement Training and Standards Board ("**ILET SB**") administers the Illinois Law Enforcement Camera Grant Program ("**Grant Program**"), which Grant Program was created to assist law enforcement agencies with the purchase of officer-worn and in-car cameras; and

WHEREAS, on June 27, 2024, the Village's Police Department was notified from ILET SB that it was awarded \$42,114.60 as part of the Grant Program; and

WHEREAS, ILET SB provided that in order to receive the funds from the Grant Program, a grant agreement would need to be executed by the Village no later than June 28, 2024; and

WHEREAS, in order to secure the Village's allocation of funding from the Grant Program, the Deputy Chief of Police, on behalf of the Village timely executed a grant agreement with ILET SB ("**Grant Agreement**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to ratify and approve the execution of the Grant Agreement by Deputy Chief Dylan Majcher;

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: RATIFICATION AND APPROVAL OF GRANT AGREEMENT. The Village Council hereby ratifies and approves the execution of the Grant Agreement by Deputy Chief Dylan Majcher with ILET SB to receive the awarded funds from the Grant Program.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 16th day of July, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Illinois Law Enforcement Training and Standards Board
AND
VILLAGE OF WINNETKA**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and VILLAGE OF WINNETKA (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

[Illinois Law Enforcement Training and Standards Board]

By: _____
Signature of [Head of Grantor], [Title]
By: _____
Signature of Designee
Date: _____
Printed Name: _____
Printed Title: _____

Designee

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____

Second Grantor Approver

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____

Third Grantor Approver

[VILLAGE OF WINNETKA]

Signature of Authorized Representative
Date: 6/27/2024
Printed Name: Dylan Majcher
Printed Title: Deputy Chief
E-mail: dmaicher@winnetka.org

By: _____
Signature of Second Grantee Approver, if applicable
Date: 6/27/2024
Printed Name: Robert M. Bahan
Printed Title: Village Manager
Second Grantee Approver
(optional at Grantee's discretion)

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. **Term.** This Agreement is effective on 04/10/2024 and expires on 06/30/2024 (the Term), unless terminated pursuant to this Agreement.

2.2. **Amount of Agreement.** Grant Funds must not exceed \$42,114.60, of which 0 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. **Payment.** Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): Not applicable

2.4. **Award Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is , the federal awarding agency is , and the Federal Award date is . If applicable, the Assistance Listing Program Title is and Assistance Listing Number is . The Catalog of State Financial Assistance (CSFA) Number is 569-00-2537 and the CSFA Name is FY24 Law Enforcement Camera Grant - Spring. If applicable, the State Award Identification Number (SAIN) is 20240140.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and LHWNA62MWU87 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. **Tax Identification Certification.** Grantee certifies that: 366006162 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a: Government Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used

only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007

generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in PART TWO or PART THREE, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons

why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must

include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's

agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict

between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. **Illinois Grant Funds Recovery Act.** In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. **Headings.** Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. **Attorney Fees and Costs.** Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. **Continuing Responsibilities.** The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

The Illinois Law Enforcement Camera Grant Program was created to assist law enforcement agencies purchase officer-worn and in-car cameras. These grants to Illinois local governmental police agencies allow for the reimbursement of purchase price associated with in-car video cameras for use in law enforcement vehicles, officer-worn body cameras for law enforcement officers, data storage cost and training for law enforcement officers in the operation of the cameras.

EXHIBIT B

DELIVERABLES OR MILESTONES

Not applicable

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Lennora Burnom

Title: Grant Manager and GATA Officer

Address: 500 S. 9th Street, Springfield, Illinois 62701

GRANTEE CONTACT

Name: Marcin Beskur

Title: *Commander*

Address: 510 GREEN BAY ROAD , WINNETKA, IL 60093

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: *410 Green Bay Rd
Winnetka, IL 60093*

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Lennora Burnom	Name: <i>Marcin Beskur</i>
Title: GATA Officer	Title: <i>Commander</i>
Address: 500 S. 9th Street, Springfield, Illinois 62701	Address: <i>410 Green Bay Rd, Winnetka, 60093</i>
Phone: 217-720-6354	Phone: <i>847-716-3402</i>
TTY#: 866-740-3933	TTY#:
E-mail Address: lennora.burnom@illinois.gov	E-mail Address: <i>mbeskur@winnetka.org</i>

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

After receiving an award, an agency must comply with all reporting requirements of the Law Enforcement Camera Grant Act and the Law Enforcement Officer Body-Worn Camera Act.

In Car:

Any agency receiving grants from the Board for in-car video cameras must adopt a written policy based on the following model.

A - Installation: Cameras must be permanently installed in law enforcement agency vehicles.

B - Recording:

- Cameras must be turned on continuously throughout the officer's shift.
- Video recording must provide audio of the officer when the officer is outside of the vehicle.

C - Access to Recordings:

- Camera access must be restricted to the officer's supervisors in the vehicle.
- A copy of the video record must be made available upon request to personnel of the law enforcement agency, the local State's Attorney, and any persons depicted in the video, as provided by law. Procedures for the distribution of the video record must include safeguards to protect the identities of individuals who are not a party to the requested stop.

D - Minimum Storage: Law enforcement agencies that receive money under this grant shall provide for storage of the video records for a period of not less than 2 years.

E - Reporting:

- Each law enforcement agency receiving a grant for in-car video cameras under Section 10 of the Act must provide an annual report to the Board, the Governor, and the General Assembly on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant (while cameras remain in use). The report shall include the following:
 - The number of cameras received by the law enforcement agency;
 - The number of cameras installed in law enforcement agency vehicles;
 - A brief description of the review process used by supervisors within the law enforcement agency;
 - A list of any criminal, traffic, ordinance, and civil cases in which in-car video recordings were used, including party names, case numbers, offenses charged, and disposition of the matter.
 - Proceedings to which this subsection (e)(1)(D) applies include, but are not limited to, court proceedings, coroner's inquests, grand jury proceedings, and plea bargains.
 - Additional Information: From time to time, the Board may request any other information relevant to the program's administration. (Section 15 of the Act)

Body Worn:

A - Any agency receiving grants from the Board for officer-worn body cameras must adopt a written policy based on the following model:

- **Written Policy:** Any agency receiving a grant for officer-worn body cameras must adopt a written policy based upon this Section and the Board's basic guidelines published pursuant to the Law Enforcement Officer-Worn Body Camera Act.

B - Reporting:

- Each law enforcement agency receiving a grant for officer-worn body cameras under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant (while cameras remain in use). The report shall include:

- A brief overview of the makeup of the agency, including the number of officers utilizing officer-worn body cameras;
- The number of officer-worn body cameras utilized by the law enforcement agency;
- Any technical issues with the equipment and how those issues were remedied;
- A brief description of the review process used by supervisors within the law enforcement agency; and
- For each recording used in prosecutions of conservation, criminal, or traffic offenses or municipal ordinance violations:
 - The time, date, and location of the incident; and
 - The offenses charged and the date charges were filed.
- For each recording used in a civil proceeding or internal affairs investigation, including:
 - The number of pending civil proceedings and internal investigations;
 - In resolved civil proceedings and pending investigations:
 - The nature of the complaint or allegations;
 - The disposition, if known; and
 - The date, time, and location of the incident.

C - Additional Information: From time to time, the Board may request any other information relevant to the program's administration.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

- ICQ Section: 03-Financial and Programmatic Reporting
- Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.
- Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
- How to Fix: Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.
- Timeframe: One year.
-
- ICQ Section: 04-Ability to Effectively Implement Requirements
- Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment. Grantees must maintain documentation of additional prior approvals from grantee management. The state agency may request to review plan and documentation at its discretion.
- Risk Explanation: Medium to high risk increases the likelihood; unallowable costs or services, audit findings and questioned costs and fraud, waste and abuse that would be required to be returned to the state and federal government; subrecipients are not compliant with grant requirements, budgeting and expenditure of funds is in conformity with 2 CFR 200.
- How to Fix: Requires development of a plan and timeline to correct deficiencies identified in the risk assessment. The state agency may request to review plan and documentation at its discretion.
- Timeframe: One year from the implementation of additional controls/corrective action plan.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

- 27.1 Paragraph 4.4 is not applicable to this grant opportunity.
- 27.2 Paragraph 4.8 is not applicable to this grant opportunity.
- 27.3 Paragraph 10.1 is not applicable to this grant opportunity.
- 27.4 Paragraph 10.2 is not applicable to this grant opportunity.
- 27.5 Paragraph 10.3 is not applicable to this grant opportunity.
- 27.6 Paragraph 11.1 is not applicable to this grant opportunity.
- 27.7 Paragraph 11.2 is not applicable to this grant opportunity.
- 27.8 Paragraph 11.3 is not applicable to this grant opportunity.
- 27.9 Paragraph 11.2 is not applicable to this grant opportunity.
- 27.10 Paragraph 12.2 is not applicable to this grant opportunity.
- 27.11 In accordance with paragraph 22.10 the following exceptions have been approved for this grant opportunity: PFR PPR and Work Plan

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

- 27.12 The requirements of paragraphs 5.1 and 10.1 shall be met in accordance with 50 ILCS 707/15 and 50 ILCS 707/20, and 20 Ill. Adm. Code 1705.160
- 27.13 The requirements of paragraph 9.1 shall be met in accordance with 20 Ill. Adm. Code 1705.170
- 27.14 The requirements of paragraph 18.2 shall be met in accordance with 20 Ill. Adm. Code 1705.170
- 27.15 Pre-Award Costs are eligible for reimbursement for the period of January 1, 2021, through May 15, 2024.



Agenda Item Executive Summary

TITLE: Ordinance No. MC-06-2024: Amending the Winnetka Village Code to Rename the Landmark Preservation Commission (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: July 16, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

On July 16, 2024, the Village Council is scheduled to consider Ordinance No. MC-06-2024, An Ordinance Amending the Winnetka Village Code to Rename the Landmark Preservation Commission (**Attachment 1**). The Ordinance is in response to a recommendation from the Landmark Preservation Commission (LPC) to change the name of the LPC to the Historic Preservation Commission.

The Landmark Preservation Commission discussed the potential name change at its meetings on May 1, 2023, September 18, 2023, and March 4, 2024. After considering that the scope of their work is not limited to landmark nominations or review of alterations to local landmark properties, the Commission recommends the name change. For more details on the Commission's recommendation, attached is the letter from the Commission Chair to the Council requesting the name change as well as excerpts of the meeting minutes at which the Commission discussed the topic. (**Attachments 2 & 3**). The proposed code amendments would only change the name of the commission. The commission's roles and responsibilities would remain the same.

RECOMMENDATION:

The Council may wish to (a) consider waiving introduction of Ordinance No. MC-06-2024 and consider adoption of the Ordinance OR (b) consider only introduction of Ordinance No. MC-09-2024.

ATTACHMENTS:

1. Attachment 1 - Ordinance No. MC-06-2024: Amending the Winnetka Village Code to Rename the Landmark Preservation Commission
2. Attachment 2 - Landmark Preservation Commission Letter to Village Council for Name Change
3. Attachment 3 - Landmark Preservation Commission Meeting Minutes Excerpts

ATTACHMENT 1

ORDINANCE NO. MC-06-2024

AN ORDINANCE AMENDING THE WINNETKA VILLAGE CODE TO RENAME THE LANDMARK PRESERVATION COMMISSION

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

WHEREAS, Section 3.40.010 of the “Winnetka Village Code,” as amended (“*Village Code*”) creates the Landmark Preservation Commission for the Village and sets forth its powers and duties; and

WHEREAS, the Village Council desires to amend the Village Code to change the name of the Landmark Preservation Commission to the Historic Preservation Commission to more accurately reflect the Commission’s purpose and jurisdiction; and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to amend the Village Code pursuant to this Ordinance;

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

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

SECTION 2: LANDMARK PRESERVATION COMMISSION NAME CHANGE.
The Village Code is amended as set forth in Exhibit A attached to, and by this reference, made a part of this Ordinance, to replace “Landmark Preservation Commission” with “Historic Preservation Commission” everywhere it appears in the Village Code.

SECTION 3: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 16 day of July, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this __ day of _____, 2024.

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 _____, 2024

Introduced: July 16, 2024

Passed and Approved: _____, 2024

EXHIBIT A

Chapter 2.44 COMMUNITY DEVELOPMENT DEPARTMENT

Section 2.44.020 Functions and Authority.

The Community Development Department shall be responsible for the administration and enforcement of all ordinances, rules and regulations of the Village relating to the construction, erection, alteration, maintenance, repair, removal and inspection of any building, wall, structure or portions of such building, wall or structure, and all accessories to such building, wall or structure. The functions and authority of the Department of Community Development shall include, but not be limited to, the following:

G. Advising and assisting ~~the Building Review Committee, Design Review Board, Landmark Preservation Commission~~ **Historic Preservation Commission**, Plan Commission, Sign Appeal Board and Zoning Board of Appeals in the performance of their functions and serving as liaison between the Village administration and such committees, boards and commissions;

Title 3 BOARDS AND COMMISSIONS

Chapters:

- 3.02 GENERAL PROVISIONS
- 3.04 ENVIRONMENTAL AND FORESTRY COMMISSION
- 3.08 PLAN COMMISSION
- 3.12 DESIGN REVIEW BOARD
- 3.16 BOARD OF FIRE AND POLICE COMMISSIONERS
- 3.20 BOARD OF LOCAL IMPROVEMENTS
- 3.22 PLANNED DEVELOPMENT COMMISSION
- 3.24 FOREIGN FIRE INSURANCE BOARD
- 3.28 SIGN BOARD OF APPEALS
- 3.32 EMERGENCY SERVICES AND DISASTER AGENCY
- 3.36 Repealed by MC-5-2009

3.40 ~~LANDMARK PRESERVATION COMMISSION~~ **HISTORIC PRESERVATION COMMISSION**

3.44 ZONING BOARD OF APPEALS

3.48 LIQUOR ADVISORY BOARD

3.52 LIQUOR COMMISSIONER

Chapter 3.08
PLAN COMMISSION

Section 3.08.020 Qualification and Appointment of Members

A. Qualification of Members. In addition to being residents of the Village, the members of the Plan Commission shall have the following qualifications:

4. One member shall be a member of the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** created by Chapter 3.40 of this Code.

Chapter 3.40
~~LANDMARK PRESERVATION COMMISSION~~ **HISTORIC PRESERVATION COMMISSION**

Section 3.40.010 Created; Terms; Compensation.

A. Creation. There is created a ~~Landmark Preservation Commission~~ **Historic Preservation Commission** for the Village, consisting of seven voting members, and one or more non-voting student members.

C. Compensation. Members of the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall serve without compensation.

Chapter 15.32
CONSTRUCTION PERMITS

Section 15.32.080 Criteria for permit approval.

I. Landmarks. No permit shall be issued for any construction activity affecting an external architectural feature of a building or structure that has been designated a landmark pursuant to Chapter 15.64 of this code unless the Winnetka ~~Landmark Preservation Commission~~ **Historic Preservation Commission** has completed its review of an application for certificate of appropriateness for such work in the manner set forth in Chapter 15.64.

Chapter 15.52

DEMOLITION PERMITS

Section 15.52.020 Permit application.

A. All applications for a demolition permit shall be submitted on forms provided by the Director. No demolition permit application shall be accepted for processing unless it is complete and is accompanied by all applicable fees, deposits and all items required by the following subsection B; however, the Director may waive or defer the submittal of items 3 and 7 of subsection B until after the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** has made its determination regarding the historic or architectural significance of the building proposed to be demolished.

Section 15.52.040 Preliminary historic and architectural review.

A. Time and Nature of Preliminary Review. The ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall meet and determine within 60 days after the filing of a complete demolition application whether the building and/or property that is the subject of the permit application is of sufficient historic or architectural merit to warrant conducting an historic and architectural impact study prior to the issuance of the demolition permit.

C. Notice of Preliminary Review. No less than ten (10) nor more than thirty (30) days before the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** meets to conduct a preliminary historic and architectural review, the Director shall issue a notice of preliminary review to the owners of record of all properties located within two hundred fifty (250) feet of the subject property, to the occupants of all such properties, and to the Winnetka Historical Society. The notice shall state the address of the property, the proposed demolition schedule and the date, time and location for the ~~Landmark Preservation Commission~~ **Historic Preservation Commission**'s preliminary review meeting. The notice shall also state that the application materials and the preliminary property history study shall be available for review and give the dates, times and location of their availability.

D. Preliminary ~~Landmark Preservation Commission~~ **Historic Preservation Commission** Determination and Findings.

1. Upon completing the preliminary historic and architectural review, the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall enter preliminary findings on

the issue of whether the demolition permit application affects a building or property that has sufficient architectural or historic merit to warrant conducting a full historic and architectural impact study prior to the issuance of the demolition permits.

2. In making its determination, the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall consider the following:

- a. the preliminary property history study prepared pursuant to this Section 15.52.040;
- b. comments of the Winnetka Historical Society on the application and preliminary study; and
- c. any other information, comment or evidence received by the Commission at the preliminary review meeting.

3. If the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** finds that the impact study is warranted, it shall so notify the Director and shall order the applicant to conduct such study.

4. If the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** finds that an historic and architectural impact study is not warranted, it shall notify the Director that it finds no historic or architectural grounds for delaying the demolition.

5. The preliminary determination of the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall be supported by findings of fact based on the record. The findings of fact shall include statements as to whether or not the building or property has architectural merit, historical significance, both, or neither.

6. The ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall require an historic and architectural impact study for any demolition permit application that meets any of the following criteria:

- a. the property or structures have been designated a landmark pursuant to Chapter 15.64 of this Code;
- b. the property or structures have been included in the most recent Illinois Historic Structure Survey conducted under the auspices of the Illinois Department of Conservation;
- c. the property or structures have been listed on the National Register of Historic Places or the Illinois Register of Historic places; and
- d. the property or structures have sufficient architectural or historic merit to warrant a full historic and architectural impact study prior to issuance of a demolition permit.

Section 15.52.050 Historic and architectural impact study.

H. Filing and Distribution of Study. The applicant shall file 10 copies of the completed historic and architectural impact study with the Director, who shall distribute a copy to each member of the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** and to the Winnetka

Historical Society. A copy of the completed study shall be made available for public review and inspection with the Community Development Department.

Section 15.52.060 Determination of historic and/or architectural impact.

A. Time and Nature of Determination. The ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall meet and determine whether the historic and architectural impact study is complete and, if so, whether the proposed demolition will result either in the loss of a building or structure that is of historic or architectural significance or in the significant alteration of the architectural character of the immediate neighborhood, within 60 days after a historic and architectural impact study is filed with the Director.

B. Notice of Impact Determination Meeting. No less than ten (10) nor more than thirty (30) days before the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** meets to conduct the historic and architectural impact review, the Director shall issue notice to the same persons and entities to whom notice was issued pursuant to Section 15.52.040(c). Notice of the historic and architectural impact determination meeting shall also be published in a newspaper in general circulation within the Village, no less than fourteen (14) nor more than thirty (30) days before the meeting.

C. ~~Landmark Preservation Commission~~ **Historic Preservation Commission** Determination and Findings.

1. Upon completing the impact determination meeting, the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall enter findings on the following issues:

- a. whether the historic and architectural impact study is complete;
- b. whether the proposed demolition will have a significant negative architectural or historical impact on either the Village as a whole or on the immediate neighborhood; and
- c. whether demolition should be delayed in order to explore alternatives to total demolition.

2. In making its determination, the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall consider the following:

- a. the historic and architectural impact study prepared pursuant to the foregoing Section 15.52.050;
- b. the preliminary property history study prepared pursuant to Section 15.52.040;
- c. comment of the Winnetka Historical Society on the application and study; and
- d. any other information, comment or evidence received by the Commission at the impact determination meeting or at the preliminary review meeting.

3. The determination of the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall be supported by findings of fact based on the entire record.

4. If the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** determines that the historic and architectural impact study filed by the applicant is incomplete or otherwise insufficient to enable the Commission to make a determination as to the impact of the

proposed demolition, the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** may direct the applicant to complete, amend or supplement the report and may continue the impact determination meeting pending the applicant's filing of a complete application.

5. If the applicant's resubmission of the study is still found to be incomplete or otherwise insufficient, the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall so notify the Director, who shall retain a qualified person to complete the study, at the applicant's expense. The ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall order the owner to deposit funds with the Village in an amount sufficient to cover all costs of completing the study. The study shall be completed within 30 days after the applicant deposits the funds.

6. A building or structure shall be considered to be historically or architecturally significant if the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** determines that it meets one or more of the following standards:

a. the structure exhibits a high quality of architectural design without regard to the time built or historic associations;

b. the structure exhibits a high quality of architectural design that is not the result of a change or a series of changes in the original structure;

c. the structure exemplifies an architectural style, construction technique or building type once common in the Village;

d. the structure exhibits an unusual, distinctive or eccentric design or construction technique that contributes to the architectural interest of its environs as an accent or counterpart; or

e. that the property has been designated a landmark pursuant to Chapter 15.64 of this Code, has been included in the most recent Illinois Historic Structures Survey conducted under the auspices of the Illinois Department of Conservation, or has been listed on the National Register of Historic Places or the Illinois Register of Historic Places.

D. The ~~Landmark Preservation Commission~~ **Historic Preservation Commission's** written determination, including its findings of fact, shall be forwarded to the Director.

E. If the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** determines that the proposed demolition will not result in the loss of a building that is of historic or architectural significance pursuant to this section and the owner desires to qualify for a maximum building size bonus pursuant to Section 15.52.090 of this Code, the owner may appeal the decision to the Village Council. The appeal, and the specific basis for the appeal, must be filed in writing with the Director within seven days after the determination by the ~~Landmark Preservation Commission~~ **Historic Preservation Commission**. The Village Council shall hear the appeal no more than 45 days after the appeal is filed with the Director. Not less than 10 or more than 30 days before the Village Council meets to consider the appeal, the Director shall issue notice to the same persons and entities to whom notice was issued pursuant to Section 15.52.040 of this Code. In considering the appeal, the Village Council shall apply the standards set forth in Section 15.52.060.C of this Code, and at the conclusion of its consideration of the appeal, uphold or

reverse the determination of the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** by adoption of a resolution by an affirmative vote of at least four members of the Village Council. If the Village Council reverses the ~~Landmark Preservation Commission~~ **Historic Preservation Commission**'s decision and the owner decides not to preserve the house but to demolish it, the Village Council may impose a delay in the issuance of a demolition permit in the same manner and for the same duration as the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** as provided in Section 15.52.070.A of this Code.

Section 15.52.070 Delay of Issuance of Permit.

A. Delay for Preservation of Significant Structure.

1. Upon finding that a building or structure proposed to be demolished meets the standards for significance set forth in Section 15.52.060(C)(5), the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** may order that the issuance of the permit be delayed for a period up to, but not to exceed, 270 days from the date that the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** makes a preliminary determination pursuant to Section 15.52.040A. of this Code, to afford an opportunity to find alternatives to demolition. Notwithstanding anything to the contrary contained in this subsection, the maximum delay on the issuance of a permit that may be ordered by the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** on any complete demolition permit application filed prior to March 16, 2021 shall be 270 days from the date the complete application was filed with the Director.

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

E. Duration of Delay. The delays authorized by subsections B and D of this Section shall begin no earlier than the end date of the delay period authorized by the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** pursuant to Section 15.52.070.A of this Code. The delays authorized by this section shall be promptly terminated by the person imposing the delay when the conditions giving rise to the delay cease to exist, provided that, in no instance shall a delay authorized by subsection A or D of this section exceed 60 days.

Section 15.52.080 Issuance of demolition permit.

A. Except as provided in the following subsection (B), a demolition permit shall be approved and issued in the following circumstances:

1. If the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** determines that an historic and architectural impact study is not warranted;
2. If the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** determines, upon the completion of an historic and architectural impact study, that a delay to seek alternatives to demolition is not warranted; and
3. If any delay authorized by subsections (a) or (D) of Section 15.52.070 has expired.

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

A. Maximum Building Size Bonus. If the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** or Village Council (pursuant to Section 15.52.060.E of this Code) as the case may be, determines that a single-family residential building is of historic or architectural significance pursuant to the criteria in Section 15.52.060 of this Code, and the owner of the building withdraws its demolition permit application and agrees to preserve the building, the owner shall be entitled to a one-time, maximum building size bonus of 20 percent, as provided in Section 17.30.040.H of this Code, to permit the owner to alter and add on to the historic or architecturally significant building. As part of its determination, the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** or Village Council (pursuant to Section 15.52.060.E of this Code) as the case may be, shall adopt findings specifically identifying any critical exterior historical or architectural features of the building visible from a public or private street or other significant historic or architecturally significant features that warrant preservation (collectively). "Critical Exterior Historical or Architectural Features"). The findings and notice of the applicability of the regulations contained of this Section shall be recorded against the property. Nothing in this subsection A shall be interpreted to exempt, vary or waive any other lot, space, bulk or yard regulations, or any requirement for any relief from any such regulations, that are otherwise applicable to the property and the use of the maximum building size bonus.

Chapter 15.53
MAXIMUM BUILDING SIZE BONUSES

Section 15.53.010 Maximum building size bonus for a historic or architecturally significant building.

A. A property with a building designated a landmark pursuant Section 15.64.040 of this Code prior to March 16, 2021 shall automatically qualify for a one-time, maximum building size bonus of 20 percent, as provided in Section 17.30.040.H of this Code, provided that the landmarked building has not been altered in a manner that the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** determined was inappropriate in accordance with Section 15.65.060.D

of this Code. Such maximum building size bonus shall be used in compliance with the terms of this Chapter.

Section 15.53.030 Historic and architectural review.

A. Maximum Building Size Bonus. If the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** or Village Council (pursuant to Section 15.53.010.D of this Code), as the case may be, determines that a building is of a historic or architecturally significant nature in accordance with the criteria set forth in Section 15.52.060 of this Code, the owner of the property shall be entitled to a one-time, maximum building size bonus of 20 percent, as provided in Section 17.30.040.H of this Code. As part of its determination, the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** or Village Council (pursuant to this Code), as the case may be shall adopt findings specifically identifying any critical exterior historical or architectural features of the building visible from a public or private street or other significant historic or architecturally significant features that warrant preservation (for purposes of this Chapter, the "Critical Exterior Historical or Architectural Features"). The findings and notice of the applicability of the regulations contained of this Chapter shall be recorded against the property. Nothing in this subsection A shall be interpreted to exempt, vary or waive any other lot, space, bulk or yard regulations, or any requirement for any relief from any such regulations, that are otherwise applicable to the property and the use of the maximum building size bonus.

B. Time. Within 60 days after the filing of a complete application for a maximum building size bonus, the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** shall meet to determine whether the building on the property is historic or architecturally significant thus entitling the property to a maximum building size bonus of 20 percent, as provided in Section 17.30.040.H of this Code.

C. Notice of Review. Not less than 10 or more than 30 days before the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** meets to conduct a review of an application for a maximum building size bonus, the Director shall issue a notice to the owners of record of all properties located within 250 feet of the subject property, and to the Winnetka Historical Society. The notice shall state the address of the property, and the date, time and location for the ~~Landmark Preservation Commission~~ **Historic Preservation Commission's** review meeting. The notice shall also state that the application materials shall be available for review and give the dates, times and location of their availability.

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

consideration of the appeal, uphold or reverse the determination of the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** by adoption of a resolution by an affirmative vote of at least four members of the Village Council.

Chapter 15.64

LANDMARK PRESERVATION

Sections:

- 15.64.010 Definitions.
- 15.64.020 ~~Landmark Preservation Commission~~ **Historic Preservation Commission**.
- 15.64.030 Evaluation of landmarks.
- 15.64.040 Landmark designation.
- 15.64.050 Amendment or rescission of designation.
- 15.64.060 Alteration of designated landmarks.
- 15.64.070 Certification of designated landmarks.
- 15.64.080 Maintenance and public safety exclusion.
- 15.64.090 Enforcement.
- 15.64.100 Interpretation, purpose and conflict.
- 15.64.110 Amendments.

Section 15.64.010 Definitions.

As used in this chapter:

"Commission" means the Village of Winnetka ~~Landmark Preservation Commission~~ **Historic Preservation Commission**.

Section 15.64.020 ~~Landmark Preservation Commission~~ **Historic Preservation Commission**.

A. Creation. There is created a ~~Landmark Preservation Commission~~ **Historic Preservation Commission** for the Village.

Chapter 17.60

VARIATIONS

Section 17.60.040 Variation Procedures: Standard and Major Variations.

A. Hearing Required. A hearing before the Zoning Board of Appeals is required for all standard and major zoning variations. The Zoning Board of Appeals shall fix a reasonable time for hearings on applications for zoning variations. However, if the application for variation involves the alteration of an exterior feature of a landmark designated under Chapter 15.64 of the Winnetka Village Code, the hearing shall be fixed for a date not less than sixty (60) days from the date of the filing of the application, so as to allow the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** to complete its review of the plans and make its determination of the appropriateness of the proposed work, as required by Section 15.64.60 of this Code.

Section 17.60.045 Variation Procedures: Minor Variations.

A. Administrative Hearing Required. The Zoning Administrator shall conduct an administrative hearing on all minor variation applications. The Zoning Administrator shall fix a reasonable time for such hearings; provided that, if the application for variation involves the alteration of an exterior feature of a landmark designated under chapter 15.64 of the Winnetka Village Code, the hearing shall be fixed for a date not less than sixty (60) days from the date of the filing of the application, so as to allow the ~~Landmark Preservation Commission~~ **Historic Preservation Commission** to complete its review of the plans and make its determination of the appropriateness of the proposed work, as required by Section 15.64.60 of this code.

ATTACHMENT 2

Dear Chris and Council –

Over the past year our Commission has discussed changing the name of our Commission to update and more accurately reflect our mission and our actual work. We would like to change it to the **Winnetka Historic Preservation Commission**.

Almost all cases that come before the LPC are Demolition Permit applications, with some requests from owners of already landmarked houses for permission to make external changes to the outside of their houses. As a part of the demolition permit process we also determine the need for an HAIS (Historical and Architectural Impact Study) and if one is ordered, the completeness and appropriateness of the subsequent report. We also determine if we think a demolition delay is appropriate. (since the change in the law, and the advice from staff and the Village Attorney that the only delay time period we can impose is the full 270 days or nothing, we have imposed very few delays in demolition).

We also seek out and award annual Preservation Awards to nominated homes and make that presentation at an annual Council meeting.

The one action we have rarely dealt with is the actual Landmarking of a house. It is a very, very small part of what we actually do. An actual Landmark application has not come up since I have been the chairman of the Commission, and I think the last application may have been when Louise Holland was still Chair, and I was the Council Liaison to the Commission.

It appears that the focus of the Commission's actual work has changed since its inception to trying to save houses from demolition through the communication of alternatives to demolition to the homeowner, to a rigorous examination of the applicant's application for demolition at the hearing; and if unsuccessful at saving the house, trying to record as much of the history of the house, its owners, and Winnetka's history as we can, through the use of the HAIS.

As a note: other municipal commissions in our area that deal with the same issues as we do are named for the most part "[*Village Name*].... Historic Preservation Commission" See table attached hereto. (attach table from staff study).

If you need any further information, please let us know.

Thank you for your attention to this request.

Sincerely,

A large black rectangular redaction box covering the signature of John A. Coladarci.

The Winnetka Landmark Preservation Commission

By: John A Coladarci, Chair

2021 Historic Preservation, Demolition Permit Review, and Single-Family Residential Design Review Comparison Original Survey July 2008, Update January 2021

	<i>Evanston</i>	Glencoe	Highland Park	Kenilworth	Hinsdale	Lake Bluff	Lake Forest	Oak Park	Wilmette	Winnetka
Historical or Architectural Survey	Surveys of specific areas	Heritage List (rev. 2006) Hist./Arch Survey ('85) Updated since 2006.	Historical surveys of 7 areas of the community. In the process of updating these surveys. Also surveying an 8 th area.	They have a database of historic properties.	In 1999 a reconnaissance survey of the entire community was completed and since 2001 surveys completed for five specific areas of the community.	Nearly all areas of community except relatively new subdivisions.	Historic Resources Survey for Historic District No full inventory.	Arch/Historical Survey of various areas (both commercial & residential)	List of significant structures. Complete surveys of (3) areas of Village.	None
Historic Preservation Ordinance	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes “Landmark Preservation” terminology differs to reflect focus on individual property designations
Individual Landmark Designation Procedures	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Historic District (HD) Designation Procedures	Yes	Yes	Yes	No	Yes	Considering procedures	Yes	Yes	Yes	No
Designation Nomination (Who may designate?)	Commission Member Plan Commission Member Council Member or Mayor Owner Any resident of City Any non-for-profit with principal place of business in City *Owner must be notified.	Commission Member Owner 50% or more of owners within an area to be nominated. *Certified Landmark – Requires owner’s consent. *Honorary Landmarks – Does not require owner’s consent but owner must be notified.	Commission Member City Council City Manager Owner Organization or individual w/ an interest in preservation, etc. *Owner must consent.	N/A	Owner of nominated landmark Owners of 25% or more of sites within area to be nominated for HD designation. The Village for area to be nominated a HD designation.	Commission Member Village Board Vleit Center Board Owner *Written documentation that owner was notified or consents to proposed designation required.	Commission Member Council – Simple Majority Owner *Owner must be notified.	Commission Member Any person, group of persons, or association. *An indication of whether or not the owner is in favor of the proposed designation is required.	Commission Member Any Nominator Owner *Owner’s consent not required, but highly unlikely without.	Owner only
# of Designated Local Landmarks	800+	10 Certified 81 Honorary	75 Certified	N/A	24 Certified	23 Local 0 Certified	25 Certified	70 Certified	34 Certified	1 Certified 30 Designated
# of Designated Local HD	4	0	3	N/A	0	N/A (considering creating)	5	3	0	N/A
# of National HD	4	0	4	N/A	2	0	0	3 (also Local HD)	2	0
DEMOLITION REVIEW PROCESSES										
Demolition Review - Local Landmark or Structure within Historic District (HD)	Yes See COA row	Yes for Certified Landmarks	Yes See COA row	N/A	Yes See COA row	Yes See COA row	Yes See COA row	Yes See COA row	Yes See COA row	Yes See Certificate of Advisory Review
Demolition Review - Non-Local Landmark or Outside of Local HD	No	Yes See Demolition Notes	Yes See Demolition Notes	Yes See Demolition Notes	No	Yes Non-landmarks, over 50 yrs. old See Demolition Notes	Yes See Demolition Notes	No	No	Yes See Demolition Notes

2021 Historic Preservation, Demolition Permit Review, and Single-Family Residential Design Review Comparison
Original Survey July 2008, Update January 2021

	<i>Evanston</i>	Glencoe	Highland Park	Kenilworth	Hinsdale	Lake Bluff	Lake Forest	Oak Park	Wilmette	Winnetka
Demolition Notes	New constr.- developer/owner must conduct neighborhood meeting to inform neighbors of development. Plans must be available for review. Notice must be distributed to properties on both sides of street on block. Notice & attendance sheet must be provided prior to issuance of building permit. Purpose is to inform residents of changes taking place in their neighborhood. Not an attempt to impede or delay development.	Demolition application may only be completed by owner. The application process requires a waiting period. 60-day waiting period required for non-landmark properties. 180-day waiting period required for honorary & certified landmarks. Delay period starts when notice letter is mailed to neighbors. Given certified landmarks need to go through the COA process, during that process the HPC can issue a 1-year postponement period to explore alternatives to demolition. If plans aren't submitted w/in 6 months of demo application submission the demo application is voided.	All homes in single family residential districts must go through a demolition review process before the HPC. HPC uses criteria for landmark designation to judge significance of building and can delay demolition from 6months to 1 year based on the number of criteria the structure meets. The HPC also reviews the demolition application for a landmark or contributing property within a historic district under the criteria of a certificate of appropriateness. Very hard to meet such standards.	All demolition permits are reviewed by the Building Review Commission. The Village hires a consultant to perform a historical survey for each property, which the applicant pays for through a demolition escrow. The Building Review Board reviews the request to determine if the property is of "special importance". If found to be of special importance the demolition may be delayed for up to one year.	Demolition permits within historic districts or of landmark properties are reviewed by HPC as part of the COA process. Plans for the proposed replacement structure must be submitted at time of demolition permit. HPC can block demolition of landmark. HPC only advisory within HD. No delay	Landmarks - 120 day delay from application submittal, plus potential of 30 additional days. (Considering changing to 120 days, plus potential for additional 65 days) Non-Landmark Homes To determine if potentially a landmark. – Demolition delay 90 days from submittal of application, plus potential of an additional 30 days. (Considering changing to 120 days, plus ability to add 245 days)	All demolition applications are reviewed by the Building Review Bd, unless the building is a landmark or in a HD then the application is reviewed and approved by the HPC. If replacement structure doesn't meet the demo criteria and/or design standards the applicant must wait 2 years for the demo permit to be issued. Regardless, the replacement structure must still be reviewed by the Building Review Board and approved by the City Council. (Most are approved and not subject to the 2-year waiting period.)	Approval unlikely of a demolition of a landmark or property within a HD.	Approval unlikely of a demolition of landmark.	All demolition permits are reviewed by Landmark Preservation Commission to determine if structure is historically or architecturally significant. If such is determined, the demolition of a non-landmark property may be delayed up to 60 days, and demolition of a landmark up to 90 days. As part of the advisory review A designated landmark up to 90 days.
SINGLE FAMILY DESIGN REVIEW										
Single-Family Design Review Process – Local Landmark or Structure w/in Historic District (HD)	Yes See COA row	Yes See COA row	Yes See COA row	N/A	Yes See COA row	Yes See COA row	Yes See COA row	Yes See COA row	Yes See COA row	Yes, Designated Landmark – Advisory Review Certified Landmark – Binding Review
Single Family Design Review – Non-Historic Structure	No	No	No	No	No	Yes	Yes	No	No	No
Notes Single-Family Residential Design Review – Non-Landmark/Non-Historic Districts	N/A	Though they do not require, they do offer voluntary review by Contextual Design Review Commission. No requests recently for such review.	N/A	N/A	N/A	The architectural board of review can review new construction and exterior alterations to determine if design is excessively similar or dissimilar to buildings in the area. This provision of their code is rarely, if ever required.	The Building Review Board reviews the design of all new homes that are not reviewed by the Historic Preservation Commission. The Village Council must approve the final design.	Though they do not require, they do offer a courtesy review.	N/A	N/A

2021 Historic Preservation, Demolition Permit Review, and Single-Family Residential Design Review Comparison
Original Survey July 2008, Update January 2021

	<i>Evanston</i>	Glencoe	Highland Park	Kenilworth	Hinsdale	Lake Bluff	Lake Forest	Oak Park	Wilmette	Winnetka
ADDITIONAL HISTORIC PRESERVATION DETAILS										
COA - Certificate of Appropriateness	Required for any exterior alteration of landmark or property w/in HD. Demolition requires COA. COA valid for 180 days. Not transferable from applicant to another subsequent owner w/o consent of commission. Appeal denial to subcommittee of City Council	Required for alterations or demolitions of certified landmarks or certified site in HD. COA valid for 1 year. Appeal denial to Village Council.	Required for a landmark or a contributing structure in a <u>local</u> HD, including demolition. Required for a new constr.in HD w/standards specific to new const. Any interested party may appeal the decision to the City Council.	N/A	Required for any exterior alteration of landmark or property w/in HD. Demolition requires COA. They do review changes in National HDs. Appeal denial to Village Board.	Required for any physical alteration or demolition of <u>certified</u> landmark. COA valid for 1 year. Appeal denial to Village Board.	Required for exterior alterations & demolition of any landmark or structure in HD. Any aggrieved person may appeal an approval to the City Council. Any applicant, following denial of a COA may appeal w/an application for certificate of Economic Hardship. COA valid for 1 year	Required for alterations or demolition of landmark and for the demolition of building in HD. Appeal denial to the Village Board or may request a Cert. of Economic Hardship. COA valid for 1 year.	Required for alterations or demolition of a landmark, a contributing structure w/in a HD or a new construction on a vacant lot in HD. They do not review changes within national HD. Appeal negative recommendation w/application of Cert. of Economic Hardship.	Do not have a certificate of appropriateness process. See certificate of advisory review below.
Certificate of Advisory Review	N/A HPC Commission has advisory review of zoning variations, etc. for proposed or locally designated Landmarks or HD's.	Honorary landmarks and buildings in HD's require advisory review of alterations or demolition. HPC has advisory review of zoning variations. Appearance review, etc. that affect Landmark, HD,	N/A	N/A	N/A	Required for any exterior alteration, demolition, of a landmark. Review variation applications, etc., that may affect designated landmarks.	N/A	Certificate required for properties w/in HD's that aren't landmarked. HPC has advisory review of zoning variations, etc. for proposed or designated landmarks and HD's.	N/A	Certified landmarks are subject to the binding review of LPC. Advisory review required for alteration of an exterior feature or demolition of a designated landmark.
Certificate of Economic Hardship	Issued by HPC after determination by the HPC that the denial of a COA has resulted in a denial of all reasonable use of and return from the property. Incentive plan available which may include property tax relief, loans, or grants from City or other public or private sources, acquisition by purchase to allow reasonable use.	No "certificate", however an applicant may seek a COA on the grounds of economic hardship. Applicant shall present sufficient evidence to establish that no economically viable use of a site can be made unless the requested change is permitted.	HPC may issue Cert. to allow the performance for which a COA has been denied. Applicants claiming economic hardship must apply to the State Historic Preservation Agency to determine eligibility for rehab. assistance. Appeal denial to City Council.	N/A	HPC may issue Cert. to allow the performance for which a COA has been denied. Applicants claiming economic hardship must apply to the State Historic Preservation Agency to determine eligibility for rehab. assistance. Appeal denial to Village Board.	HPC may issue Cert. to allow the performance for which a COA has been denied. Applicants claiming economic hardship must apply to the State Historic Preservation Agency to determine eligibility for rehab. assistance. Appeal denial to the Village Board	Issued by HPC after a determination by the HPC that the previous denial of a COA has resulted in a denial of all reasonable use of and return from the property. Incentive plan available which may include property tax relief, loans, or grants from City or other public or private sources, acquisition by purchase to allow reasonable use.	Following denial of a COA by HPC or Village Board on appeal, applicant may apply for Cert. of Economic Hardship. Must be substantial decrease in the fair market value of the property as a result of the denial of the COA. Appeal denial to the Village Board.	Following denial of COA applicant apply for a Cert. of Economic Hardship. HPC shall only recommend Cert. of Econ. Hard. upon determination that the negative recommendation of the COA has resulted in the denial of all reasonable use or return from the property.	Following denial of binding review of Certified Landmark owner may apply for Cert. of Economic Hardship. Upon determination that the findings of inappropriateness have denied, or will deny the owner reasonable economic use of, or return on the property the LPC shall issue a cert. of economic hardship and approve the proposed alteration.
Rescission of Designation	Designation may be amended or rescinded only after 2 years following the designation, upon petition to the HPC. Petitions for amendment or rescission may be submitted by the same persons authorized to submit nominations. City Council shall only rescind a designation upon finding the designated landmark or district no longer meets criteria for designations.	Any Commissioner, owner of a landmark, or 50% or more of owners in a designated area may apply for the rescission. Conditions are required for withdrawal. Some are listed below: Structure or area has ceased to meet criteria for designation. Original designation was clearly in error. Additional info shows structure or area does not possess significant criteria.	Owner may file an application w/HPC to remove the Landmark designation. City Council must approve removal. Very hard to do. Automatic removal if structure is demolished.	N/A	Owner may file an application w/HPC to remove the Landmark designation. Village Council must approve removal.	Any Commissioner or the owner may initiate a procedure to withdraw designation. Conditions are required for withdrawal. Some are listed below: Structure or are has ceased to meet criteria for designation. Original designation was clearly in error. Additional info shows structure or area doesn't possess signific. criteria.	Designation may be amended or rescinded, only after 2 years following the designation, upon petition to the HPC. Petitions for amendment or rescission may be submitted by the same persons authorized to submit nominations. City Council shall only rescind a designation only upon finding the designated landmark or district no longer meets criteria for designation.	Designations may be amended or rescinded.	Code is silent on the rescission process.	Village Council, upon recommendation of LPC, may amend or rescind designation only under certain conditions. (same conditions as Glencoe and Lake Bluff).

2021 Historic Preservation, Demolition Permit Review, and Single-Family Residential Design Review Comparison
Original Survey July 2008, Update January 2021

	<i>Evanston</i>	<i>Glencoe</i>	<i>Highland Park</i>	<i>Kenilworth</i>	<i>Hinsdale</i>	<i>Lake Bluff</i>	<i>Lake Forest</i>	<i>Oak Park</i>	<i>Wilmette</i>	<i>Winnetka</i>
Permit Fee Rebates	No	Rebate of permit fees for existing Landmarks may be granted through an advisory review conference w/the HPC.	No	No	No Currently exploring that concept.	No	No	Owners of historic properties may qualify for fee discounts. Seniors may qualify for 10% discount. Other owners in HD may qualify for a 55 discount if the HPC is consulted prior to applying for the permit and another 5% if HPC advise is followed.	No	No
Design Guidelines (for Landmarks or within HD)	Specific guidelines may be adopted w/ordinance designating the Landmark or HD	Design guidelines are part of the criteria the HPC shall consider in the advisory review and review of application for COA.	An application for COA shall conform to standards which are basically design guidelines.	N/A	Design guidelines are part of the criteria the HPC shall consider in the advisory review and review of application for COA.	In conducting an advisory review or the review of a COA, the HPC shall consider and urge the applicant to incorporate into the proposed work the standards set forth in the design guidelines.	In addition to any specific guidelines that may have been adopted w/the ordinance designating the landmark or HD, the standards for review of an application for a COA are basically design guidelines.	Architecture Review Guidelines are mandatory for landmarks and advisory for buildings in Historic Districts.	N/A	LPC shall consider standards and design guidelines specified in LPC ordinance in its review of applications for advisory review.
Required % of owners consenting to HD	N/A	N/A	HD designation requires approval of majority of owners w/in proposed HD.	N/A	HD designation requires approval of majority of owners w/in proposed HD.	N/A	N/A	N/A	75%	N/A

ATTACHMENT 3

LANDMARK PRESERVATION COMMISSION MARCH 4, 2024 MEETING MINUTES EXCERPT

Members Present:

Jack Coladarci, Chairman
Chris Enck
Laura Good
Beth Ann Papoutsis
Joseph Stuart

Members Absent:

Paul Weaver

Non-Voting Members Present:

Kim Handler

Junior Commissioner Present:

Louis Zaranski

Village Staff:

David Schoon, Director of Community Development
Christopher Marx, Associate Planner

Village Attorney:

Ben Schuster

a. Change of Name for Landmark Preservation Commission - Letter to Village Council.

Mr. Marx asked for any additional comment to be provided to him to include in the draft. Trustee Handler questioned whether the name of the LPC awards should be changed. Mr. Marx confirmed he would look into explaining the confusion surrounding the awards in connection with the program's name. He then asked the Commission Members to confirm there is consensus on the draft to be presented to the Village Council. Ms. Good and Chairman Coladarci then clarified two typographical errors. The Commission Members agreed there is consensus with the draft.

**LANDMARK PRESERVATION COMMISSION
MAY 1, 2023 MEETING MINUTES EXCERPT**

Members Present:

Jack Coladarci, Chairman
Chris Enck
Laura Good
Paul Weaver

Non-Voting Member Present:

Bob Dearborn

Members Absent:

Beth Ann Papoutsis
Joseph Stuart

Village Staff:

Christopher Marx, Associate Planner

Other Business:

a. Change of Name for Landmark Preservation Commission – Discussion.

Mr. Marx stated a copy of Chapter 3.4 from the ordinance was distributed to the Commission and he provided a summary behind the subject of changing the Commission's name. He stated Attachment A contained materials made available for other conversations relating to policy from two years ago in connection with how other communities handled demolition permits and reviews as well as the topic of residential design review which was briefly considered. Mr. Marx then asked if there were any questions.

Chairman Coladarci indicated all of the communities may use the word "historic" in their body title and Mr. Marx agreed. Mr. Marx stated he would provide information as to whether the communities listed on the table focus on historic preservation. Chairman Coladarci then referred to the minutes from 2011 when the Commission was created in its current form. Mr. Marx stated in an attempt to find the original ordinance, it may date back to the mid-1990's and the information is not readily available. He referred to the BRC which was disassembled and demolition permit duties were given to the Commission.

Chairman Coladarci questioned the discussion of calling the Commission the Landmark Preservation Commission and whether it had the purpose of saving historic homes. He also referred to the debate relating to WHO and the result being the Village's ordinance being more limited than others. Chairman Coladarci asked what is included in the package to document a new ordinance. Mr. Marx stated he was not directly involved with that and that it is a process discussed by the various boards and commissions and then sent to the Village Council which involved past staff reports, meeting minutes and ordinances to show what led to that situation. He stated it also involved outside research along with what other communities have done. Mr. Marx also stated such packets exist in terms of the documentation the Commission would have considered although any information prior to 2010 may be harder to obtain since it may not be digital. Chairman Coladarci stated it would be easier for the Commission if they were able to determine the reason for the Commission being named as it is.

Trustee Dearborn stated the impetus behind the name of the Commission is to preserve landmarked properties while the mission is to save historic homes. He indicated some of the prioritizing may have changed over time and commented the education of residents concerning the architectural and historical heritage should be a mission that received greater emphasis. Trustee Dearborn stated a survey which designates homes as potentially historically significant, likely not historically significance or undetermined can be considered as part of the educational process in order to move this forward.

Chairman Coladarci stated they are being asked by President Rintz if there are other things the Commission can do such as providing more information as to what the Commission does and making HAIS reports directly accessible to look up such as their inclusion on the Village's website. Mr. Enck agreed it would be informative if everyone can

Adopted on June 19, 2023

1 see the list of significant properties that were torn down and referred to a ¼ of Winnetka homes torn down in the
2 last 25 years. Mr. Marx confirmed demolitions have been tracked since 2000 and estimated the amount to be 700
3 homes since that time.
4

5 Chairman Coladarci suggested prior HAIS reports should be gathered in a single location. Trustee Dearborn stated
6 the name change would put a bigger umbrella around what the mandate can be noting the Commission's powers
7 or duties would not change a lot. He stated they should state they want a more conservative focus on the
8 education and promotion of historic preservation. Chairman Coladarci stated changing the Commission's name
9 and making HAIS reports readily accessible is the first step. Mr. Marx stated the HAIS reports are included in the
10 Historical Society home files and are digitally saved. Chairman Coladarci suggested the Historical Society be asked
11 to help provide digitized HAIS copies. He stated people may then reconsider tearing down historic homes if they
12 see the reports. Mr. Weaver referred to an historic island.
13

14 Trustee Dearborn referred to the research done by Ms. Papoutsis and commented that homes are being torn
15 down all over. Chairman Coladarci stated developers have come in with their initial applications addressing
16 concerns the Commission may raise. Trustee Dearborn stated the arguments for preservation in the 1990's have
17 changed with regard to obtaining prior HAIS reports. He suggested a consultant be used to help gather
18 information. The Commission Members discussed whether Nan Greenough and Louise Holland should be
19 contacted. Mr. Enck commented they should stay away from the use of the words "historic preservation" which
20 can be controversial and stated nationwide, the wording preference has been leaning toward "heritage
21 conservation."
22

23 Chairman Coladarci stated the Commission Members seemed to agree that the name change would be a good
24 idea. Ms. Good referred to the National Trust for Historic Preservation which uses the word historic in their title
25 and which sees a distinction between historic and architectural significance. She then stated she is concerned with
26 the use of the word historic without the word architectural and suggested the name be the Winnetka Preservation
27 Commission with the ordinance addressing both although she would vote in favor of the proposed name change.
28 Chairman Coladarci explained the reasoning for using the word historic in the title.
29

30 Trustee Dearborn informed the Commission that in 2019, there was a portion of the caucus relating to lowering
31 demolition permit fees for certain homes and to consider other options to preserve homes with 62% of survey
32 respondents who felt historic homes should be preserved. He then suggested the Commission's duties and powers
33 be realigned toward their goals. Chairman Coladarci stated in connection with reordering the Commission's duties,
34 landmarking should fall under item 2 with the next question being how do they do it and referred to whether they
35 should consider what other communities have done. He questioned whether consultants would do it or the
36 Commission. Trustee Dearborn responded it would be a budgeting issue and commented having a third party
37 assist would be helpful. Mr. Enck suggested the Commission consider the recommendations made in the newly
38 adopted Comprehensive Plan. Trustee Dearborn stated the consultant budget can be considered as part of the
39 Village Council budget for the next year.
40

41 Mr. Marx stated the ideas generated by the Commission should be in written form to be shared with the Village
42 Council and suggested it be included as a June 2023 agenda item. Chairman Coladarci agreed with Mr. Marx's
43 suggestion and asked one of the Commission Members to compile a draft letter.
44

45 The Commission Members discussed their availability for the June meeting and Mr. Marx noted a quorum would
46 not be present with the possibility of scheduling an alternative meeting date. Mr. Marx indicated he could
47 summarize the points the Commission Members raised as a draft starting point. Trustee Dearborn suggested the
48 following wording: "The Commission Members believe the more appropriate name for the Commission would be
49 the Historic Preservation Commission with the reason being based on the work that is currently done on a month
50 to month basis that does not prioritize the preservation of landmarked properties but is focused on the
51 preservation on the protection of architecturally and historically significant properties. In addition, the Commission
52 would like to emphasize more education and promoting their work through communities through the Village so
53 that the duties and responsibilities of the Commission are broader than are ascribed by the name Landmark

1 Preservation Commission. Once that name change is completed, the Commission would like to pursue additional
2 avenues of responsibility" with Chairman Coladarci to further review the draft wording. Mr. Weaver confirmed he
3 would compile several paragraphs to be used as a starting point in order to present it to the Village Council sooner
4 than later.

**LANDMARK PRESERVATION COMMISSION
SEPTEMBER 18, 2023 SPECIAL MEETING MINUTES EXCERPT**

Members Present:

Jack Coladarci, Chairman
Chris Enck
Laura Good
Beth Ann Papoutsis

Non-Voting Members Present:

Kim Handler
Louis Zaransky

Members Absent:

Joseph Stuart
Paul Weaver

Village Staff:

Christopher Marx, Associate Planner

Change of Name for Landmark Preservation Commission - Draft Letter to Village Council.

Mr. Marx referred the Commission Members to Mr. Weaver's draft letter for their consideration following President Rintz's request regarding their requested name change and the reasons for it. He asked the Commission Members to express their comments and any changes for presentation at a future meeting. Chairman Coladarci referred to the reference to The Lakota Group in terms of soliciting their feedback regarding what other communities have done. Mr. Marx stated that information was previously provided to the Commission and he could represent it to them. Chairman Coladarci asked the Commission Members for their comments. Ms. Good explained the differences between architecturally and historically significant structures and agreed the Commission's name should be changed.

Trustee Handler referred to the Commission's ordinance, duties and application items they consider. Mr. Marx then stated while references to interior photos in a home's documentation provided a more thorough, holistic assessment of the property, from a historical preservation standpoint, some communities have required preservation of a home's interior but it is not common since it is difficult to enforce. He stated exterior conditions have more of an effect on the community and are easier to enforce. Ms. Good referred to homes with exterior easements and stated it is not unusual to have interior easements. She then stated in historic districts, it related mostly what is visible from the street and referred to Galena, IL as an example. Ms. Good stated for landmarked structures, that is when you consider doing interior easements which protect the structures in perpetuity. Chairman Coladarci stated easements would increase pressure on those who want to demolish a structure. Trustee Handler commented on the fact that the ordinance only allowed the Commission to consider a home's exterior. Ms. Good referred to instances where an extraordinary interior restoration was done and should be considered to receive a preservation reward and referred to the requirements for the tax freeze program in connection with interior restoration. She then stated the ordinance should be revised to allow the Commission to consider a home's interior.

Chairman Coladarci asked Mr. Marx to provide the Commission Members with the matrix from the spring at their November meeting. Mr. Marx agreed and added the matrix contained information in terms of what other communities' demolition delays entailed, whether they had historic districts and information on design requirements for new home construction. Trustee Handler stated while the replacement did not play into the demolition decision, she referred to other communities where a demolition permit is allowed based on its replacement. Chairman Coladarci referred to the discussion years ago relating to residential design guidelines which was met with significant resistance in terms of property rights. Mr. Enck referred to the Village Council discussion relating to residence design guidelines. Trustee Handler informed the Commission of comments made regarding multiple homes built which are similar in design. Mr. Marx stated information relating to the Commission's prior discussions on the matter can be included in the agenda materials.



Agenda Item Executive Summary

TITLE: Ordinance No. MC-07-2024: Amending the Winnetka Village Code Regarding the Class P Liquor License Regulations (Introduction/Adoption)

PRESENTER: Keri Kaup

AGENDA DATE: July 16, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

On June 18, 2024, Council approved Resolution No. R-57-2024 issuing a Class P liquor license to Kemper Sports Management, LLC. Kemper Sports Management is the golf course management and food concession vendor for the Winnetka Park District Golf Club located at 1300 Oak Street.

A Class P liquor license authorizes the Winnetka Park District to engage in the retail sale and service of alcoholic beverages at the Halfway House and in the clubhouse of the Winnetka Golf Club. Alcoholic beverages sold at the clubhouse may only be consumed at the clubhouse while alcoholic beverages sold at the Halfway House may be taken for consumption to any other part of the Winnetka Golf Club. Alcohol may only be sold between the hours of 9:00am and 7:30pm any day the golf course is open.

The first tee times at the Winnetka Golf Club begin at 7:00am and Kemper Sports Management plans to host league dinners and banquets in the clubhouse when the course is closed. Under the current definition of a Class P license, Kemper Sports Management would not be able to sell and serve alcohol for the first two hours of golf operations, nor at banquets when the golf course is closed. Additionally, Kemper Sports Management would like patrons to be able to consume their beverages in the clubhouse, patio, and on the golf course regardless of point of purchase. They have also requested the ability to provide beverage cart service to golf course patrons.

The Village Attorney prepared a draft proposed amendment that would update the Class P liquor license as follows: 1) allow for beverage cart service; 2) allow consumption of alcoholic beverages throughout the Winnetka Golf Club property whether purchased at the clubhouse, Halfway House, or beverage cart; 3) update the hours of liquor sale and service to begin at 7:00am and end at 10:00pm to accommodate banquets at the clubhouse.

Additionally, the food and beverage operations of the Winnetka Golf Club have historically been outsourced to third party vendors. As such, the draft proposed amendment updates the Class P license classification to specifically state Winnetka Park District's operators are authorized to sell and serve alcoholic liquor at the Winnetka Golf Club.

RECOMMENDATION:

Consider Introduction and Adoption of Ordinance No. MC-07-2024: Amending the Winnetka Village Code Regarding the Class P Liquor License Regulations.

ATTACHMENTS:

1. Ordinance No. MC-07-2024: Amending the Winnetka Village Code Regarding the Class P Liquor License Regulations

**AN ORDINANCE AMENDING THE WINNETKA VILLAGE CODE
REGARDING THE CLASS P LIQUOR LICENSE REGULATIONS**

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

WHEREAS, Section 11-42-10.1 of the Illinois Municipal Code, 65 ILCS 5/11-42-10.1, and Section 4-1 of the Illinois Liquor Control Act, 235 ILCS 5/4-1, provide the Village the authority to determine the number, kind, and classification of licenses for retail sales of alcoholic liquor; and

WHEREAS, Chapter 5.09 of the Winnetka Village Code ("***Village Code***") regulates the sale of alcoholic beverages within the Village ("***Liquor Control Regulations***"); and

WHEREAS, the Liquor Control Regulations require, among other things, any establishment that desires to sell alcoholic beverages within the Village to first obtain a license from the Village; and

WHEREAS, Section 5.09.100 of the Liquor Regulations establishes various liquor license classifications that authorize the sale of alcoholic beverages by certain types of establishments, subject to conditions; and

WHEREAS, Section 5.09.100.Q of the Liquor Regulations establishes the Class P liquor license classification ("***Class P License***"), which authorizes the Winnetka Park District to engage in the retail sale and service of alcoholic beverages, at the "Halfway House" and in the clubhouse of the Winnetka Park District Golf Course; and

WHEREAS, Kemper Sports Management, LLC ("***Operator***") is the designated vendor to serve food and alcoholic beverages at the Halfway House and clubhouse of the Winnetka Park District Golf Course located at the property commonly known as 1300 Oak Street in the Village ("***Property***"), and has requested modifications to the Liquor Control Regulations related to Class P Licensees to allow them more flexibility to sell liquor for golfers and during catered events ("***Amendment***"); and

WHEREAS, the Village Council has determined that adoption of the Amendment as set forth in this Ordinance 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 as the findings of the Village Council, as if fully set forth herein.

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

July 16, 2024

MC-07-2024

SECTION 2: CLASSIFICATION OF LICENSES. Section 5.09.100, titled “Classification of Licenses,” of Chapter 5.09, titled “Liquor Control Regulations,” of Title 5, titled “Business Licenses and Regulations,” of the Village Code is hereby amended to read as follows:

“Section 5.09.100 Classification of Licenses.

* * *

Q. Class P License. The Class P license authorizes the Winnetka Park District **and its designated operator** to engage in the retail sale and service of alcoholic beverages, at the "Halfway House," ~~and in the clubhouse of the Winnetka Park District Golf Course,~~ **on the clubhouse patio, and on the golf course** during the hours provided in section 5.09.250 of this chapter, and subject to the following terms and conditions:

1. Clubhouse service. The sale and service of alcoholic beverages in the clubhouse **and on the clubhouse patio** shall be incidental and complementary to the sale and service of food in the clubhouse food service facility and shall be for consumption only in the clubhouse food service area, **patio, and on any other part of the Winnetka Park District Golf Course**. Subject to the provisions of Section 5.09.205 of this chapter, the sales and service of alcoholic beverages at the clubhouse food service facility **and patio** may include the occasional service of alcoholic beverages without the service of food **or during banquets**.
2. Halfway house service. The sale and service of alcoholic beverages at the Halfway House shall be limited to persons the attendants at that facility reasonably believe to be at the Winnetka Park District Golf Course for the principal purpose of engaging in golfing activities. No such service shall be permitted if the Winnetka Park District Golf Course is not open for operation. Alcoholic beverages served at the Halfway House may be taken from the Halfway House for consumption in any other part of the Winnetka Park District Golf Course. Food and liquor may be served at a counter or bar at the Halfway House. Subject to the provisions of Section 5.09.205 of this chapter, the sale and service of alcoholic beverages at the Halfway House may include the occasional service of alcoholic beverages without the service of food.
3. Food and liquor may be served at a counter, bar or waiting area within the clubhouse food service facility, provided that the percentage of the total space available that is allocated to counter, bar and waiting area service in the clubhouse food service facility shall not exceed ten (10) percent of the total space of the food service facility that is accessible to patrons.

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

4. **Beverage cart service. Liquor may be served from a beverage cart of the golf course to those playing golf.**

45. No alcoholic beverages shall be removed from the clubhouse or Halfway House for consumption on any Winnetka Park District property other than the Winnetka Park District Golf Course. For purposes of this provision, the Winnetka Park District Golf Course shall include the Golf Course's clubhouse and Halfway House facilities, as well as connecting paths and walkways, but shall exclude all other areas of the Park District's facilities, including other buildings and activity centers, parking lots and external walkways.

* * *

SECTION 3: CLASSIFICATION OF LICENSES. Section 5.09.250, titled “Hours of Service,” of Chapter 5.09, titled “Liquor Control Regulations,” of Title 5, titled “Business Licenses and Regulations,” of the Village Code is hereby amended to read as follows:

“Section 5.09.250 Hours of Service.

* * *

- F. Park District Golf Facilities. Alcoholic beverages may be sold and served pursuant to a Class P license between the hours of ~~9:00~~ **7:00** a.m. and ~~7:30~~ **10:00** p.m., of any day the Winnetka Park District Golfing Facilities are open for golfing activities and the food service facility at the clubhouse is in operation. The sale of alcoholic beverages at the Halfway House shall not be permitted if the Winnetka Park District Golf Course is not open for business. **Alcoholic beverages may be sold and served pursuant to a Class P license at banquets between the hours of 7:00 a.m. and 10:00 p.m. regardless of whether to the golf course is open.**

* * *

SECTION 4: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

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

PASSED this 16 day of July, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2024.

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 _____,
2024.

Introduced: July 16, 2024

Passed and Approved: _____, 2024

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

July 16, 2024

MC-07-2024



Agenda Item Executive Summary

TITLE: Resolution No. R-59-2024: Approving the Purchase of Mobile Column Lifts from Safetylane Automotive Equipment (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: July 16, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

As part of its ongoing responsibilities, the Public Works Department maintains and repairs the Village's fleet. Most of this work is completed in-house with some specific work, including specialized work, being outsourced. In order to complete its work, the Department has a fully modern vehicle shop, complete with hydraulic lifts to help facilitate maintenance and repairs. Two of the hydraulic lifts are in-ground lifts, which are critical to maintenance and repair of larger vehicles such as the Fire Apparatuses and large dump trucks.

In summer 2023, staff began to notice that one of the in-ground lifts was having difficulty maintaining hydraulic pressure. An initial assessment was done and sufficient funding was included for a repair in Fiscal Year 2024 to complete the necessary work. Staff also researched the age and life cycle of the in-ground lifts and determined they are approaching the end of their useful life. When staff began work on the first lift's repair, a second lift's hydraulics fully failed, which downed that lift. The Village sought a quote from a local contractor for repair of the second lift, and an initial estimate alone totaled \$98,362 with the possibility of additional costs once work began for any other unforeseen repairs or expenses. The total cost to repair both lifts exceeded \$110,000 and estimated repair times exceeded 6 months.

As a result, staff sought out alternative solutions. Over the last few years, the Fleet industry moved away from in-ground lifts, which can be costly to maintain. The use of mobile column lifts are a more modern solution. These above ground lifts can be used in various combinations to achieve the necessary clearance for maintenance work on a variety of equipment ranging from passenger vehicles to fire apparatus. This allows more possible service configurations and additional space flexibility in the shop. When combined with jack stands, the mobile columns are utilized to service multiple vehicle simultaneously, as compared to the in ground lifts which are limited to servicing one vehicle at a time. Additionally, the failure of a mobile column lift can be addressed with replacement of the single unit without taking an entire service bay out of operation. This helps minimize service delays due to lifts being out of service and is a more economical option. In order, to maximize existing resources, staff identified a hybrid approach of performing a repair on the smaller first lift and purchasing six mobile column lifts to replace the second lift. Six columns would be appropriate for replicating the full capacity

of the lift (i.e. able to service fire apparatus and heavy-duty trucks). This solution is more cost-effective than completely abandoning all the in-ground lifts and switching over to 8 mobile column lifts for a full conversion. By taking a measured approach, we also limit the unexpected budget impacts for FY24.

It is important to note that operating with only one recently repaired in-ground lift is strongly not recommended due to the potential for the lift to go down without a reserve during leaf or snow and ice season and because of the limitation on the amount of vehicles a single in-ground lift can service.

In order to complete this purchase, staff is proposing to utilize pricing available through a Sourcewell agreement. Sourcewell is a joint purchasing cooperative that solicits services for state and local governments. The Village utilized the competitive pricing available through this program before for many purchases.

Six units and four associated vehicle jacks are available for purchase under an existing Sourcewell agreement (Contract No. 013020-SKI) with Safetylane Automotive Group of Maxwell, Indiana ("Safetylane").

Safetylane submitted a quote under the agreement for the column lifts, jacks and freight at a cost of \$91,707.50. Staff confirmed that the lifts will be sufficiently able to meet the Village's needs.

This was an unexpected expense that was not included in the Fiscal Year 2024 budget. However, staff believes there will be sufficient savings from other awarded facilities projects and foregone projects included in Account Nos. 100.30.01-543 (Public Property Maintenance), 100.30.01-570 (Yards Facility Maintenance) and 100.30.01-615 (Facilities Capital) to cover this expense without exceeding budget authority.

It is important to note that using this strategy will include a long-term replacement of both in-ground lifts at the shop and future costs for at least an additional two column lifts and abandonment costs of the in-ground lifts (including removal and fill). Staff will monitor the condition of the repaired in-ground lift and budget as necessary to support this plan.

RECOMMENDATION:

Consider Adoption of Resolution No. R-59-2024: Approving the Purchase of Mobile Column Lifts from Safetylane Automotive Equipment.

ATTACHMENTS:

1. Resolution No. R-62-2024: Approving the Purchase of Mobile Column Lifts from Safetylane Automotive Equipment
2. Projected Budget Offsets
3. Safetylane Automotive Equipment: Proposal

**A RESOLUTION APPROVING THE PURCHASE OF
MOBILE COLUMN LIFTS FROM SAFETYLANE AUTOMOTIVE EQUIPMENT**

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

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

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

WHEREAS, the Village's Public Works Department ("***Department***") has identified the need to purchase six ST 1085 mobile column lifts and related equipment ("***Mobile Column Lifts***"); and

WHEREAS, Sourcewell sought bids for the award of a contract for the purchase of the Mobile Column Lifts ("***Purchase Contract***"); and

WHEREAS, Sourcewell secured fixed, per unit pricing from Safetylane Automotive Equipment ("***Safetylane***") for the Mobile Column Lifts; and

WHEREAS, Safetylane has provided pricing for the Purchase Contract of \$91,707.50; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase the Mobile Column Lifts from Safetylane, in the amount of \$91,707.50, in accordance with the Purchase Contract;

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

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

SECTION 2. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the Mobile Column Lifts from Safetylane, in the total amount of \$91,707.50, in accordance with the Purchase Contract.

SECTION 3. AUTHORIZATION TO PURCHASE. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to purchase the Mobile Column Lifts from Safetylane in an amount not to exceed \$91,707.50.

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

ADOPTED this 16th day of July, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

Projected Budget Offsets

Account	Project	Budget	Actual/Est.	Available	Notes
100.30.01-543	Mural Refinishing	\$ 18,000.00	\$ -	\$ 18,000.00	<i>Deffered</i>
100.30.01-570	Bay 1 Hydraulic Repairs	\$ 14,500.00	\$ 6,800.00	\$ 7,700.00	<i>Projected under budget</i>
100.30.01-570	Fire Suppression System Repairs	\$ 10,000.00	\$ 7,667.00	\$ 2,333.00	<i>Projected under budget</i>
100.30.01-570	Shop Compressor Repairs	\$ 14,000.00	\$ 8,000.00	\$ 6,000.00	<i>Projected under budget</i>
100.30.01-570	Fuel Island Drop Tubes	\$ 33,000.00	\$ -	\$ 33,000.00	<i>Deffered</i>
100.30.01-570	Kantech System Expansion	\$ 27,500.00	\$ 18,000.00	\$ 9,500.00	<i>projected under budget</i>
100.30.01-615	Faclities Study	\$ 60,000.00	\$ 35,500.00	\$ 24,500.00	<i>Projected under budget</i>

Total Budget

Offset

Available \$ 101,033.00

Unbudgeted

Column Lift

Cost \$ 91,707.50

Bottom Line

Impact to

Budget

Expenses \$ (9,325.50) *Net decrease in projected expenditure*



Safetylane Automotive Equipment
A Division of SLE Technologies, Inc.
P.O. Box 83 | 212 N. Main Street
317.326.5550
Maxwell IN 46154

PROPOSAL

DATE	EXPIRATION	ESTIMATE #
7/10/2024	8/9/2024	106246
ORDERED BY	P.O. #	

BILL TO

Rob Arroyo
SL - Village of Winnetka
1390 Willow Rd
Winnetka IL 60093 USA

SHIP TO

Rob Arroyo
SL - Village of Winnetka
1390 Willow Rd
1-847-716-3267
Winnetka IL 60093 USA

Scope of Work

** Sourcwell Procurement # 121223 ***

Six Mobile Columns ST-1085 FWA 18,500 lbs. each for a total lifting capacity 111,000 lbs.

Four Support Stands Capacity 18,500 lbs., High, Fixed, 10 locking positions, Range 53"-83" with fine adjustment, shipping weight 130 lbs. Each

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
ST-1085-2FWA	Set of 6 - 111,000lbs capacity, 24 volts DC, control box on every column. Adj forks. Mobile Columns	1.50	56,301.00	84,451.50
JS-H8F	Capacity 18,500 lbs, High, Fixed, 10 locking positions, Range 53"-83" with fine adjustment, weight 130 lbs	4.00	1,364.00	5,456.00
Freight	Freight	1.00	1,800.00	1,800.00

SUBTOTAL	91,707.50
DISCOUNT	

TOTAL USD	91,707.50
-----------	-----------

We impose a surcharge of 3.5% on the all transactions processed using a credit card. Please note this charge is for payment by credit/debit card only. You have the option to pay by check or cash without any additional fee.

Approved By _____

Date of Acceptance _____