

**Winnetka Village Council
REGULAR VIRTUAL MEETING**

Zoom
June 1, 2021
7:00 PM

AGENDA

In accordance with social distancing requirements and Governor Pritzker's Executive Orders 2020-43 and 2020-44, and Section 7(e) of the Illinois Open Meetings Act, the Winnetka Village Council meeting on Tuesday, June 1, 2021 will be held virtually. The meeting will be livestreamed via the Zoom platform. At least one representative from the Village will be present at Village Hall in compliance with Section 7(e) of the Illinois Open Meetings Act, and the virtual meeting will be simulcast at Village Hall for members of the public who do not wish to view the virtual meeting from another location. Pursuant to Executive Orders 2020-43 and 2020-44 issued by the Governor, the number of people who may gather at Village Hall for the meeting is limited due to the mandated social distancing guidelines. Accordingly, the opportunity to view the virtual meeting at Village Hall is available on a "first come, first-served" basis.

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

- 1) Telephone (audio only Call 312-626-6799), when prompted enter the Meeting ID – 97046876841 (Please note there is no additional password or attendee ID required)
- 2) Livestream (both audio and video feed) Download the Zoom meetings app to your smartphone, tablet or computer and then join Meeting ID: 97046876841 Event Password: VC060121

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, June 1, 2021 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at the beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

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

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

**Winnetka Village Council
REGULAR VIRTUAL MEETING**

Village Hall

510 Green Bay Road

June 1, 2021

7:00 p.m.

Zoom

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) June 8, 2021 Study Session
 - b) June 15, 2021 Regular Meeting
 - c) July 6, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) May 4, 20213
 - ii) May 11, 20216
 - b) Approval of Warrant List dated May 14 – 27, 202110
 - c) Resolution No. R-60-2021: Purchase of Police Vehicle (Adoption).....11
 - d) Resolution No. R-62-2021: Street Light and Traffic Signal Painting Contract (Adoption)..23
 - e) Outdoor Seating: Fred’s Garage36
- 8) Ordinances and Resolutions
 - a) Ordinance No. M-11-2021: Disposal of Surplus Property (Introduction/Adoption).....37
- 9) Old Business:
 - a) 880 Willow Road – Garage Variations (Policy Direction-Continue to July 6, 2021)41
- 10) New Business: None.

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

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). Webcasts of the meeting may be viewed on the Internet via a link on the Village's web site:

<https://www.villageofwinnetka.org/AgendaCenter>.

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

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
May 4, 2021**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, May 4, 2021, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Manager Bahan called the roll. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and approximately 5 persons in the audience.
- 2) Pledge of Allegiance. Trustee Coladarci led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) May 11, 2021 Study Session. All of the Council members present except Trustee Dearborn said they expect to attend.
 - b) May 18, 2021 Regular Meeting. All of the Council members present said they expect to attend.
 - c) June 1, 2021 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment. Theresa Lukas, owner of Good Grapes. Ms. Lukas asked if there was an update on the former One Winnetka planned development site; President Rintz responded that there was not.
- 5) Reports:
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. None.
- 6) Approval of the Agenda. Trustee Apatoff, seconded by Trustee Coladarci, moved to approve the Agenda. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.
- 7) Consent Agenda
 - a) Village Council Minutes. None.
 - b) Approval of Warrant List dated April 16 – April 29, 2021 in the amount of \$1,256,802.34.
 - c) Resolution No. R-52-2021: Approval of MFT Contracts for Birch Street (Adoption).
 - d) Ordinance No. MC-3-2021: Sign Code Amendment - Illuminated Signs (Adoption).

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

8) Ordinances and Resolutions. None.

9) Old Business. None.

10) Adjournment Sine Die.

Trustee Cripe, seconded by Trustee Apatoff, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None. The meeting adjourned at 7:10 PM

- Village Clerk's Report: Election Results. Manager Bahan reported the results of the April 4, 2021 election: Chris Rintz was elected Village President; and Andy Cripe, Bob Dearborn, and Kim Mancini were elected Village Trustees.
- Village Clerk to Administer Oath of Office to President Chris Rintz and Trustees Andrew Cripe and Robert Dearborn and Trustee-Elect Kim Mancini. Manager Bahan administered the Oath of Office to the newly elected Village officials.

1) Call the New Council to Order and Roll Call. President Rintz reconvened the meeting at 7:15 PM. Manager Bahan called the roll. Present: Trustees Robert Apatoff, Andrew Cripe, Robert Dearborn, Penfield Lanphier, Kim Mancini, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and approximately 5 persons in the audience.

2) Ordinances and Resolutions.

- a) Resolution No. R-50-2021: Appointing SWANCC Representatives (Adoption). Manager Bahan explained that the Solid Waste Agency of Northern Cook County requires its member communities to appoint board members by Resolution every other year.

Trustee Cripe, seconded by Trustee Apatoff, moved to adopt Resolution No. R-50-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dearborn, Lanphier, Mancini, and Swierk. Nays: None. Absent: None.

- b) Resolution No. R-51-2021: Trustee Coladarci Commendation (Adoption). President Rintz read aloud a Resolution thanking Trustee Jack Coladarci for his service to the Village of Winnetka. Trustee Coladarci said he had enjoyed his time serving as Trustee and he commended the Village Council and Village Staff for their hard work and dedication. The Trustees congratulated Trustee Coladarci on his retirement.

Trustee Lanphier, seconded by Trustee Cripe, moved to adopt Resolution No. R-51-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dearborn, Lanphier, Mancini, and Swierk. Nays: None. Absent: None.

3) Public Comment.

Terry Dason, Director of the Chamber of Commerce. Ms. Dason thanked outgoing Trustee Coladarci for his contributions to the Village and for being easy to work with.

4) New Business: None.

5) Appointments: None.

6) Closed Session: None.

7) Adjournment. Trustee Dearborn, seconded by Trustee Cripe, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dearborn, Lanphier, Mancini, and Swierk. Nays: None. Absent: None. The meeting adjourned at 7:35 PM.

Recording Secretary

MINUTES
Joint Virtual Study Session Meeting of
Winnetka Village Council
Environmental & Forestry Commission
Village Hall
510 Green Bay Road
May 11, 2021 at 7:00 PM
Zoom

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka and the Environmental & Forestry Commission, which was held virtually on the Zoom videoconference platform on Tuesday, May 11, 2021, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:03 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Robert Apatoff, Andrew Cripe, Penfield Lanphier, and Kim Mancini. Absent: Trustees Robert Dearborn and John Swierk. Village Forester Andrew Lueck called the roll of the Environmental & Forestry Commission. Present: Chair Chuck Dowding, Commissioners Ted Wynnnychenko, Liz Kunkle and student member Scarlett Harper. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Village Forester Andrew Lueck, and approximately 20 persons in the audience.

- 2) Public Comment. None.

[Trustee Swierk logged in at 7:05 PM.]

- 3) Parkway Planting Policy Discussion. President Rintz commended the Environmental & Forestry Commission (EFC) on its report to the Village Council as it greatly facilitates the work of the Council.

Chair Dowding reviewed the background of the EFC's study of parkway planting, which was undertaken during the course of four separate meetings. The EFC studied preferred plantings, compared the regulations of comparable communities, reviewed Village Code provisions pertaining to parkways, and summarized its findings in a report to the Council. He explained that the recommendations are based on principles which can be applied to individual situations, rather than specific recommendations which might not fit every circumstance.

Mr. Wynnnychenko noted that some wording on guidance for rain gardens included in the packet deviated slightly from the EFC's original recommendation.

Ms. Kunkle said the EFC received much expert help on native plantings from Matt Evans from the Friends of Illinois Nature Preserves. She said he is better able to review the list of recommended plantings for the Council.

Mr. Evans explained that he was passionate about environmental sustainability and stormwater runoff, especially where landscaping is concerned, and innovative solutions can be found to the problem of impermeable surfaces.

President Rintz called for Council questions.

Trustee Lanphier pointed out that some rights of way don't have sidewalks and might have different requirements than a regular parkway situated between the street and the sidewalk. Since the growing season is fairly short in the region. She asked if consideration was given to maintaining ground cover all year round for the safety of pedestrians.

Chair Dowding explained that the principle approach should work well to provide flexibility for different types of parkways. He added that the principles were designed with pedestrian safety in mind.

Mr. Wynnychenko said inherent in the idea of using plantings other than turf is the fact that the parkway might not be walkable at all times. The decision about the importance of consistent ground cover and walkability rests with the Council.

Trustee Swierk noted that alleys should also be included in the consideration of Village rights-of-way when making regulations about parkways. He also asked what the insurance ramifications to the Village would be if it allowed parkway planting by residents. Mr. Dowding explained that other communities have a rigorous permit process that includes indemnifying the municipality in the event they wish to place plantings on a parkway.

Attorney Schuster explained that indemnifying the Village would always be recommended. In addition, there are local government tort immunities that protect the Village from liability of dangerous conditions that it has not been made aware of. Several Trustees expressed concern that Village approval of the installation through the permit process would constitute liability if an accident occurred on the site.

Chair Dowding explained that the aim of the EFC was to provide a simple path to put plantings or ground cover on the parkways; the Commission steered clear of dealing with liability issues. He recommended that any proposed structure be very tightly regulated.

Trustee Cripe commended the EFC's principles and recommended plantings, as the preferred plant species are drought resistant, native, and perennial. He explained that Section 15.28.070 of the Village's tree preservation Code regulates what can be done under the drip line of trees. He noted that this provides an extra layer of protection for the parkways, since Winnetka's parkways are heavily populated with mature trees. Evanston deals with the issue by prioritizing the health of trees, and is very cautious about raised structures under the drip line as it can harm the tree.

Mr. Lueck confirmed that there is a permit process for proposed structures that may impact the health of any tree, public or private; however, not all plantings require digging that would harm a tree.

Trustee Mancini asked how the Village could educate the public on the issue, especially residents that don't have a sidewalk in front of their home and who might be confused as to where the right of way begins.

Trustee Lanphier asked if there are samples of preferred plants for residents to look at. Ms. Kunkle explained that Go Green Winnetka does a sustainable yard tour showcasing native plants and the group also has a plant sale in the fall to help residents with their own gardens. She recommended developing a planting guide similar to the Village's Recycling Guide that would make it easy for the community to gather information.

After more discussion about preferred plantings, plant heights of 36 inches, and the EFC's principles for public rights of way, Mr. Wynnichenko suggested there be an appeal process if a resident disagrees with a permit denial. There was general agreement, but it was noted a balance must be struck so the Council's agendas do not become congested with parkway appeals.

Ms. Kunkle explained that most communities set a 30-inch limit on parkway plantings, and the EFC was trying to give flexibility to the Village by setting an outside limit of 36 inches, because there could be instances where a certain parkway could support a 36-inch garden height.

President Rintz called for public comment.

There being no one in the audience wishing to comment, Ms. Kazenas read an email from an anonymous resident who was against a particular garden that has been installed in their neighborhood.

President Rintz said he not allow anonymous comments in public Council meetings in the future. Next, he suggested that it had just occurred to him that an advisory board might be the best place for a parkway planting permit application to be reviewed and ruled upon. Manager Bahan said having a set of standards for application review is very helpful, and that it could be initially reviewed by an advisory board and then relegated to staff for monitoring if the Council so desires.

Trustee Apatoff cautioned that the look of a block face could be drastically changed by a variety of garden installations that do not coalesce.

Next, the Council deliberated on its options. Trustee Swierk expressed concern that an approved planting project could morph into a problem as years go by and the installation grows too large; and he suggested a permit deposit be charged to ensure compliance.

Trustee Cripe pointed out that the status quo will not change as a result of the EFC recommendations, as the Village already has a parkway planting permit process. He suggested adding a principle that requires consistency with the surrounding area; and making sure the permit is subject to review by the Village to prevent unintended consequences. He didn't see a need with an advisory board review, as the current system is working by and large.

Manager Bahan added that making distinctions to keep local area flavor are important.

President Rintz summarized the open issues that need to be addressed: (i) define the applicable rights of way that would be subject to the planting review process; (ii) develop a definition of "structure;" (iii) review plant height restrictions; (iv) develop an appeal process; (v) provide and installation maintenance provision; and (vi) develop a requirement for consistency with the adjacent area.

Trustee Lanphier noted that communication with residents on the issue is crucial and pulling the material together in one place on the Village's website would be very helpful.

4) Closed Session. None.

- 5) Adjournment. Chair Dowding adjourned the EFC meeting. Trustee Swierk, seconded by Trustee Apatoff, moved to adjourn the Village Council meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dearborn, Lanphier, Mancini, and Swierk. Nays: None. Absent: None. The meeting adjourned at 8:29 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated May 14 - 27, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 06/01/2021

Consent: ☒ YES ☐ NO

☐ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☒ Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated May 14 - 27, 2021 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated May 14 - 27, 2021.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-60-2021: Purchase of Police Vehicle (Adoption)

Presenter: Marc Hornstein, Chief of Police

Agenda Date: 06/01/2021

Consent: ☒ YES ☐ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

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

Executive Summary:

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

For this replacement, the department is seeking to purchase a 2021 Ford Expedition equipped with four wheel drive as well as several important safety features such as roll stability control, four wheel disc brakes with anti-lock brake system, and reverse sensing system. The Expedition will be used as the patrol supervisor vehicle and also has the necessary storage capacity to be used as a command post should the need arise. The proposed new vehicle replaces a 2017 Ford Expedition with over 86,000 miles.

Once the Village receives the 2021 Ford Expedition, it will be outfitted with appropriate police equipment and communication systems to make it suitable for service. The build cost estimate is \$10,000 and falls within the purchasing authority of the Village Finance Director.

The 2021 Ford Expedition is available through the NWMC Suburban Purchasing Cooperative specified to the needs of the Department for \$37,177.00. The FY 2021 Vehicles, Parts and Equipment budget was funded at \$99,800.00 (account #100.26.01-542). Staff budgeted for the replacement of two vehicles for FY2021. This purchase fulfills the second vehicle allocated within the current budget.

Recommendation:

Consider approving the purchase of a 2021 Ford Expedition for \$37,177.00.

Attachments:

- 1) Resolution No. R-60-2021
- 2) Kunes Country Ford of Antioch, Northwest Municipal Conference, Suburban Purchasing Cooperative Order Form
- 3) Purchase Request Memorandum

**A RESOLUTION APPROVING THE PURCHASE
OF A POLICE PATROL VEHICLE**

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

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

WHEREAS, the Village Police Department ("**Department**") has identified the need to replace an existing police vehicle with a 2021 Ford Expedition XL 4 Door ("**New Vehicle**"); and

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

WHEREAS, the SPC identified Kunes County Ford of Antioch, Illinois ("**Vendor**"), as the low responsible bidder for the Purchase Contract with a purchase price of \$37,177.00; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase a New Vehicle from Vendor, in the amount of \$37,177.00, in accordance with the SPC and the Purchase Contract;

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

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

SECTION 2. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the New Vehicle from Vendor, in the total amount of \$37,177.00, in accordance with the SPC and the Purchase Contract.

SECTION 3. AUTHORIZATION TO PURCHASE. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to purchase the New Vehicle from Vendor in an amount not to exceed \$37,177.00.

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

ADOPTED this 1st day of June, 2021, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk



2021 Ford Expedition XL 4 Door

Contract # 171



Kunes Country Ford of Antioch



www.antiochford.com

Tony Walus: (847) 395-3900 / Cell: (262)620-7259

tony.walus@kunescountry.com

GOOD THRU: November 01, 2021



Kunes Country Ford of Antioch

SPC Contract Winner

2021 Ford Expedition XL 4 Door

Call Tony Walus (847) 838-7511

tony.walus@kunescountry.com

Standard Package: 37,583.00

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

Standard Equipment

Mechanic

- Engine- 3.5L Eco Boost V6
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- 10-speed Automatic Transmission with Select Shift Capability

Exterior

- Acoustic-Laminate Windshield
- Bumpers-Body Color
- Configurable Daytime Running Lamps (DRL)
- Door Handles-Body Color
- Easy Fuel Cap Less Fuel Filler
- Exhaust-Single
- Fascia-Painted Body Color
- Fog Lamps-Halogen
- Grille, Five Bar-Chrome Outer/Molded-In-Color Black Inner
- Liftgate with Lift glass-Manuel
- Privacy Glass-Second Row, Third Row and Liftgate
- Roof-Rack Side Rails-Black

- Running Boards, Platform-Black (Standard 100 A and 101A; Optional with SSV 102A)
- Tail lamps-Incandescent
- Tires-265/70R17 All-Terrain (A/T) OWL
- Wheels-17' Sparkle Silver-Painted Aluminum
- Windshield Wipers-Intermittent Front and Rear

Interior/Comfort

- Auto-Dimming Rearview Mirror
- Cargo Bin
- Center Console-Armrest and Storage Bin with Lid
- Climate Control
 - Cabin Particulate Air Filter
 - Manual Single Zone
 - Rear Auxiliary Controls
- Coat Hooks (4)
 - Second Row (2), Third Row (2)
- Cruise Control
- Cupholders (15)

- Front Row (6), Second Row (6), Third Row (3)
- Fixed Foot Pedals
- Floor Mats, Color-Keyed Carpet-All Rows
- Grab Handles-Front row, Second Row Pillar and Headliner Mounted
- Lighting
 - Front Overhead Console Mounted Map Lights
 - Illuminated Entry System with Courtesy Lamp Delay
 - Rear Cargo Area Light
 - Second and Third Row Dome Lights
- Overhead Console with Sunglass Storage and Conversation Mirror
- PowerPoints (12V) -(4)
 - Front row; one in center rack, one in front center console
 - Second row; one in rear section of center console
 - Rear Cargo Area; one
- Rear Cargo Area-Cargo Management System
- Seats-(5)
 - Passenger- Front and Second Rows-Cloth (Note: Availability only on 100A & 101A. SSV 102A First row cloth, Second row Vinyl)
 - Front Row 6-way Power Drivers Bucket Seat with Power Lumbar and Manual recline
 - Front Row 2-way Manual Passenger
 - Second Row- 40/20/40 Center Slide with Manual Recline
- Shifter- rotary Gear Shift Dial, Center Console Mounted (100A, 101A)
 - Steering Column Mounted (SSV 102A)
- Sliding Sun Visors with Illuminated Vanity Mirrors (Driver and Passenger)
- Steering Column
 - Manual Tilt/Telescoping (100a, 101A)
 - Manual Tint (SSV 102A)
- Steering Wheel-Leather Wrapped
- Storage

- Bins, Third Row
 - Glove Box
- Windows, Power-Front One-Touch Up/Down Feature

Safety/Security

- AdvanceTrac w/RSC (Roll Stability Control)
- Airbags-First Row: Driver and Passenger Dual Stage and Front-Seat Mounted Side-Impact
 - All Rows: Safety Canopy Side-Curtain with Rollover Sensor
- Cargo Net Cargo Protector
- Center High-Mounted Stop Lamp (CHMSL)
- Door Locks
 - Power
 - Auto lock/Auto unlock
 - Child-Safety Rear
- Electronic Stability Control
- Headlamps
 - Halogen
 - Wiper Activated
- Head Restraints
 - Manually Adjustable
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tether Anchors for Children) on all Second Row Seating Positions and Third Row Outboard Side Seating Positions
- Mirrors, Sideview-Manual-Folding, Power and Heated Glass, Security Approach Lamps, Integrated Blind Spot Mirrors and Molded-in Color Black Caps
- MyKey
- Perimeter Alarm (includes Passive Anti-Theft System (PATS))
- Personal Safety System 1
- Rear View Camera with Backup Assist Grid Lines and Washer
- Rear window Defroster and Washer
- Safety Belts-Front Row-Belt-Minder (Front Safety Belt Reminder)
 - Front Row-Adjustable Height

- Second and Third Rows-
Outboard and Center Seat
Shoulder
- SecuriLock Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System
- Trailer Sway Control Personal Safety System for driver and front passenger includes dual-stage front airbags, safety belt pretensioners, safety belt energy-management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front-Passenger

DRIVER ASSIST TECHNOLOGY

- Headlamps
 - Headlamps-Autolamp (Automatic On/Off)
 - Hill Start Assist
- SYNC
 - Enhanced Voice Recognition Communications and Entertainment System
 - 911 Assist-- 4.2" LCD Screen in Center Stack
 - AppLink--Smart-Charging Multimedia USB Ports in Media Hub
 - Two (2) FUNCTIONAL
- Audio
 - AM/FM Stereo/Single CD Player
 - MP3 Capable

- 6 Speakers--Speed
Compensated Volume Auto
Stop-Start Technology
- Axle-Refer to the Axle Availability Table
- Electric Power-Assisted Steering (EPAS)
- Front and Rear Independent Suspension
- Instrument Panel Cluster
 - 2.3" Productivity Screen (100A 4x2 only, SSV 102A 4x2/4x4)
 - 4.2" Productivity Screen (100A 4x4 only, 101A 4x2/4x4)
 - Analog Display
 - Message Center
 - Outside Temperature Display
 - Trip Computer
- Keyless-Entry
 - Fob with Push-Button Start-2 (100A, 101A)—Integrated Key Transmitter -2 (SSV 102A)
 - SecuriCode Keyless-Entry Keypad
- Trailer Tow – Class IV Trailer Hitch (Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver)

4WD EXPEDITION INCLUDES

- Hill Descent Control
- Intelligent 4WD
- One-Speed Transfer Case
- Terrain Management System (Not available on SSV 102A)
- Tow Hooks

Optional Equipment Packages & Other Options

	Item/Description	Code	Price
☐	Expedition 4x2 XL	U1F	\$(2,168.00)
☒	Expedition 4x4 XL	U1G	N/C
☐	Expedition MAX 4x2 XL	K1F	\$ (616.00)
☐	Expedition MAX 4x4 XL	K1G	\$ 3,783.00
☐	3.5L Eco Boost V6 Engine with Auto Start-Stop Technology	99T	STD
☐	10-Speed Automatic Transmission with Select Shift Capability	44U	STD
☐			
☐			
☐	101A Equipment Group Engine: 3.5L Ecoboost V6, includes auto start/stop technology; Transmission: 10 speed automatic w/ select shift; 3:31 axle ratio GVWR: TBD Tires: P265/70R17 AT OWL; 17" Sparkle silver-painted aluminum; cloth front bucket seats; 5 passenger seating; includes 6-way power driver seat w/manual recline and power lumbar and 2-way manual passenger seat; Radio: am/fm stereo cd/mp3 player, includes enhanced voice recognition, 911 assist, 4.2" LCD display in center stack, applink and (1) smart charging USB port; 3 rd row 60/40 Power fold slip seat; sirus satellite radio: Not available in ALaska or Hawaii, includes 6 month prepaid subscription.		\$ 1,180.00
☒	102A Equipment Group Engine: 3.5L Ecoboost V6, includes auto start/stop technology; Transmission: 10 speed automatic w/ select shift; 3.73 Electronic Limited Slip Differential, Tires: P265/70R17 AT OWL; 17" Steel wheels; cloth front bucket seats; 5 passenger seating; includes 6-way power driver seat w/manual recline and power lumbar and 2-way manual passenger seat @nd row Vinyl;		\$(1,476.00)

	Radio: am/fm stereo w/sync cd/mp3 player, speed-compensation volumn, includes enhanced voice recognition, 911 assist, 4.2" LCD display in centerstack, applink and (1) smart charging USB port; column shifter; vinyl floor covering; vinyl 2 nd row seating		
	102A MAX Equipment (EL Series) SSV- Special Service Vehicle Same as Regular Length w/steel wheels		\$(2,593.00)
	Skid Plates		\$190.00
	Heavy-Duty Trailer Tow Package. Steel Wheels on Max Heavy-Duty Engine Radiator, 3.73 Electronic Limited-slip differential, Integrated Brake Controller, Two-Speed Automatic(4x4 only) w/neutral tow capable.	536	\$ 1,592.00
X	Reverse Sensing System	66R	\$ 110.00
	Seats -- 40/20/40 Cloth Bench, Second Row(102A Only)	21B	\$150.00
	Seats -- 60/40 Power Fold- 3 rd row	87P	\$ 875.00
	Cargo Mat - Reversible	55R	\$ 40.00
	Floor Liners, Front and Second Rows	47B	\$ 114.00
X	Running Boards, Platform - Black 102A	18B	\$ 425.00
X	Front License Plate Bracket: standard in states requiring two licenses plates & Optional to all others	153	N/C
	Fleet Only Options		
	Daytime Running Lamps (non-Configurable) Note: Replaces the standard Configurable Daytime Running Lamps (DRL)	942	N/C
	Service Manual-CD		\$ 295.00
	Cold Weather Package		N/A
	Package Series XLT (Ext Length)		\$8,442.00
	Package Series XLT (regular length only)	200A	\$ 7,465.00
X	6' Utility Spotlight		\$ 375.00
	CD ROM Service Manual or USB Drive		\$ 295.00
	Ignition Override		\$ 375.00
	Remote Start		\$ 566.00
	Splash Guards (Set of 2)		\$ 151.00
	4 Corner Strokes		\$ 980.00

☐	FX 4 Off-road Package includes: wheels - 18" magnetic painted cast aluminum; electronic limited slip 2.373 axle ratio; premium off- road front and rear shocks; 2-speed automatic 4WD, includes neutral towing capable, heavy duty radiator, fuel tank under body protection, fx4 badging, skid plates, chrome plated running boards, 1 st and 2 nd row floor liners XLT ONLY	17F	\$ 1,769.00
☐	Driver Assist Package	66D	N/A
☐	Cargo Package (200A only) Advanced Cargo Management, Roof-Rail Crossbars(black)	96C	\$ 471.00
☐	Delivery over 50 miles		\$ 100.00
☒	New Municipal Plates and Title <i>Police</i>		\$ 160.00
☐	Rust-Proofing		\$ 350.00
☐	Under-Coating		\$ 350.00
☐	Transfer Plates		\$160.00
☐	EXTENDED WARRANTY:		
☐	3 YR/100,000 MI Powertrain		\$ 1,100.00
☐	5 YR/60,000 MI Base Care		\$ 950.00
☐	7 YR/75,000 MI Powertrain		\$ 1,520.00
☐	7 YR/75,000 MI Premium Care		\$ 1,740.00
☐	7 YR/100,000 MI Premium Care		\$ 1,915.00
☐	6 YR/100,000 MI Premium Care		\$ 1,775.00

COLORS:		
Kodiak Brown (J1)	☐	
Antimatter Blue (HX)	☐	
Agate Black (UM)	☒	
Oxford White (YZ)	☐	
Magnetic Gray (J7)	☐	
Race Red (PQ)	☐	102A ONLY
Ingot Silver (JS)	☐	
	☐	



Please Enter the following:

Agency Name & Address:

Village of Winnetka
510 Green Bay Rd
Winnetka, IL 60093

Contact Name:

Sgt Karl Larson

Phone Number:

847-716-3407

Purchase Order Number:

Total Dollar Amount:

\$37,177.00

Total Number in Units:

1

Delivery Address:

1390 Willow Rd
Winnetka, IL 60093

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

Kunes Country Ford of Antioch

104 Route 173

Antioch IL, 60002

PHONE: (847) 838-7511 FAX: (847) 838-9206

tony.walus@kunescountry.com

Contact Person: Tony Walus

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

Contract # 171

WINNETKA POLICE DEPARTMENT

MEMORANDUM

May 18, 2021

To: Chief Marc Hornstein #400

From: Sgt. Karl Larson #407

Subject: Purchase of 2021 Ford Expedition

It is my recommendation to purchase a 2021 Ford Expedition 4X4 XL to replace a 2017 Ford Expedition 4X4 XL with 86,000 miles for the Patrol Supervisors. The vehicle can be purchased from Kunes Country Commercial Trucks and Specialty Vehicles through the Suburban Purchasing Cooperative Contract. The following is a cost and option break down:

- | | |
|---|--------------|
| • Base vehicle contract price including factory destination charge, delivery to the village and 3.3L V-6 Eco Boost Gasoline Motor | \$37,583.00 |
| • 102A Equipment Group | (\$1,476.00) |
| • Reverse Sensing System | \$110.00 |
| • Running Boards | \$425.00 |
| • 6" Utility Spotlight | \$375.00 |
| • Municipal Police Plates | \$160.00 |

Total	\$37,177.00
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Sgt. Karl Larson #407



Agenda Item Executive Summary

Title: Resolution No. R-62-2021: Streetlight and Traffic Signal Painting Contract (Adoption)

Presenter: Nicholas Narhi, Distribution Engineer I

Agenda Date: 06/01/2021

Consent: ☒ YES ☐ NO

☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

Each year, the Water & Electric department identifies and addresses the painting of streetlight and traffic signal poles, since over time, the poles have their paint condition deteriorated from the elements. In 2018, \$14,810 was expensed on pole painting. In 2019, \$18,475 was expensed. No poles were painted in 2020 due to COVID-19 related budget constraints. The FY2021 Electric Fund Budget contains \$26,000 for the painting of traffic signal and streetlight poles.

Executive Summary:

The Water & Electric Department issued Request for Bid No. 021-010 for painting services including the painting of streetlights and traffic signal poles. Similar to prior painting contracts, the bid was structured with fixed prices for various units of work. The bid evaluation is based on estimated quantities of work for a one year period. The estimated quantities in the bid evaluation are based on a survey of the poles most in need of painting. The actual scope of work may vary slightly so as to fulfill the budgeted amount for streetlight painting (\$18,500) and traffic signal painting (\$7,500.)

Bid notices were sent to five firms and posted to the on-line bidding service Demand Star. Bids were opened on May 4, 2021, with four vendors submitting bids. The bid evaluation has been included as Exhibit 1.

The lowest responsible bidder was Muscat Painting & Decorating with a bid evaluation of \$25,998 for the scope of work.

Resolution No. R-62-2021 authorizes a contract with Muscat Painting & Decorating.

The 2021 Electric Fund Budget contains \$18,500 for streetlight painting (account # 500.42.30-578) and \$7,500 for traffic signal painting (account # 500.42.30-579).

Recommendation:

Consider adoption of Resolution No. R-62-2021, approving a contract with Muscat Painting & Decorating for streetlight and traffic signal painting.

Attachments:

- 1) Resolution No. R-62-2021
- 2) Contract
- 3) Exhibit 1: Bid Tabulation

R-62-2021

A RESOLUTION APPROVING A CONTRACT WITH MUSCAT PAINTING & DECORATING FOR STREETLIGHT AND TRAFFIC SIGNAL PAINTING

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

WHEREAS, on April 2, 2021, the Village issued Bid #021-010 ("**Request for Bids**") for streetlight and traffic signal painting ("**Work**"); and

WHEREAS, the Village received four bids ("**Bids**") to provide the Work and opened the Bids on May 4, 2021; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Muscat Painting & Decorating of East Dundee, Illinois ("**Contractor**"), is the lowest responsible bidder to provide the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the provision of the Work from Contractor in an amount not to exceed \$25,998.00 ("**Contract**"); and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

June 1, 2021

R-62-2021

ADOPTED this 1st day of June, 2021, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #021-010

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: 2021 Streetlight and Traffic Signal Painting

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than 11:00 AM (local time), **Tuesday, May 4, 2021**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

None.

Inspection and Examination

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

Preparation of Contract Proposals

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

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact **Anthony Vasquez, Assistant Finance Director** via email only at avasquez@winnetka.org no later than **April 27, 2021**.

Delivery of Proposals

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

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

Opening of Contract Proposals

In an effort to maintain social distancing, the Owner will not have a bid opening inside the building. The Owner will open the bids and read them over the phone on May 4th, 2021 at 11:00 a.m. (local time). The details to participate in this call are as follows: Dial 872-240-1274 and enter the Conference ID 244 539 031#.

Withdrawal of Contract Proposals

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

Rejection of Contract Proposals

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

Acceptance of Contract Proposals

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

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

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

DATED: April 2, 2021

Village of Winnetka

By: Anthony Vasquez

Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #021-010

CONTRACT FOR

2021 Streetlight and Traffic Signal Painting

Full Name of Bidder Muscat Painting & Decorating ("Bidder")
Principal Office Address 555 ashland avenue east Dundee Illinois 60118
Local Office Address same
Contact Person Brett Muscat Telephone Number 847-361-7182

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

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

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **2021 Streetlight and Traffic Signal Painting**.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

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

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

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

2. Contract Price Proposal

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

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

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

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

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

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

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

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by **October 1, 2021**.

4. Financial Assurance

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

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

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

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot

Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

other provisions of this Contract shall be in any way affected thereby.

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

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

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

Dated: 4-15-2021, 2021

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

Bidder's Name:

Muscat Painting & Decorating

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

(corporate seal)
(if corporation)

Printed Name: Brett Muscat

Title/Position: Owner

Bidder's Business Address:

555 ashland avenue east dundee illinois 60118

Bidder's Business Telephone: 8473617182

Facsimile: 8474286225

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

NAME	TITLE	ADDRESS

ATTACHMENT A: SPECIFICATIONS

1. INTRODUCTION:

The Village of Winnetka, Illinois, is seeking bids from properly qualified firms to provide labor and materials for the surface preparation and painting of streetlight poles and traffic standards. These structures will remain in service during the maintenance work. Any signage and/or banner hangers will be removed by the Village prior to initiation of work.

The Village reserves the right to reject any and all bids. The Village also reserves the right to adjust quantities based on budgetary constraints.

In the course of performing painting as described above, should the contractor identify any areas outside the scope those areas may be painted at the contractor's discretion so long as they are relatively small in nature and will be considered incidental and included within the quoted unit price. Any large-scale painting outside of the scope needs to be brought to the attention of the Village for approval.

2. SCOPE OF WORK:

The approximate scope of the work includes:

1. Complete painting of decorative "Sternberg" poles & fixture (approx. 15' tall)
2. Complete painting of short "Sternberg" poles & fixture (approx. 8' tall)
3. Complete painting of roadway streetlight "Valmont" poles & fixture (approx. 30' tall)
4. Complete painting of roadway streetlight "Shakespeare" poles & arms (approx. 25' tall)
5. Complete painting short (10') and tall (30') traffic standards
 - a. Just the vertical portion of the traffic standard is to be painted, NOT the mast arm or any of the signal heads/hardware attached to the vertical standard.
6. Other poles as identified by Distribution Engineer. Actual number of poles may vary based on budget. The Village reserves the right to reduce scope.

3. CONTRACTOR EXPECTATIONS

- a. The Contractor shall furnish, unless otherwise identified, all equipment, forms, labor, material, scaffolding, tools, machinery, and incidentals for the completion of the project.
- b. The Contractor shall provide any required traffic protection.
- c. The Contractor will be responsible to provide sufficient signage and barricades to protect the public from inadvertent exposure to wet paint.
- d. The Contractor will be responsible for site clean-up on a daily basis while the work is in progress.
- e. The Contractor will be responsible to coordinate the performance of work with Village Staff to insure a coordinated effort with the removal of signs, banners and installation of any required temporary signage
- f. The Contractor has between the dates of June 1, 2021 and October 1, 2021 to complete the work. Attention must be paid in the business districts to avoid painting on the following dates so as not to conflict with special events for the public. (Events may be cancelled or rescheduled

due to the COVID-19 outbreak.)

- September 10 & 11 – Winnetka Music Fest
- June 12 & 13 – Art in the Village
- July 17 & 18 – Sidewalk sale
- First Friday of every month – events in Hubbard Woods Business District
- Wednesday evenings - events in Hubbard Woods Business District

4. REQUIRED DELIVERABLES

4.1 SURFACE PREPARATION:

Solvent wipe clean per SSPC-SP1 with non-hydrocarbon solvent. Hand tool clean per SPCC- SP2/3, removing as much loosely adhered coating and all surface rust. Contractor is responsible to remove all stickers, tape, etc. as part of the preparation process.

4.2. COATING REQUIREMENTS:

Primer: Sherwin Williams Industrial Pro-Cryl primer (gray)

First Coat: Sherwin Williams waterbased Acrolon 100HS Ultradeep Base (A) and Hardener (B) 2.0-4.0 mils dry or equivalent

2nd Coat: Same application as first coat.

- a. Paint is to be applied with a velour or molehair roller or nylon/polyester brush. Rollers and brushes are to be supplied by the Contractor.
- b. The paint and primer shall be applied in such a manner that the stainless steel banding for pole-mounted fixtures **IS NOT** painted. Any application of paint to stainless steel banding will not be accepted by the Village and will need to be removed.
- c. The primer coat shall be allowed to dry at least 6 hours before applying the final coat. Overly rusted or bare metal areas will need to be spot primed.
- d. Color will be matched to Village of Winnetka standard called 'Market Square Tavern Green'. Contractor may remove paint chip for color matching purposes. Contractor to provide all necessary paint and primer.
- e. Paint shall be applied only on thoroughly dry surfaces and only when the ambient and surface temperature is between 50 and 100 degrees Fahrenheit. Paint shall not be applied when the humidity is above the manufacturer's recommendation or when weather conditions are expected which might damage the work. If fresh paint is damaged by the elements, it shall be replaced or repaired by the contractor at his expense.
- f. The finished coating shall be uniform, completely covering all exposed portions of the structure. The coating shall be free of sags, pits, craters, and embedded particles.

5. SEQUENCE OF WORK:

- 5.1 Contractor to propose a tentative and alternative dates to commence work.
- 5.2 Village of Winnetka to review and approve tentative dates.
- 5.3 Contractor to perform work.
- 5.4 Water and Electric Department to sign off on completed work

6. SCHEDULE OF PRICES

COMPANY NAME: Muscat Painting & Decorating

CONTACT NAME: Brett Muscat

SIGNATURE: [REDACTED]

PHONE: 847 361 7182

3780.00 2352.00 12150.00 472.00 4437.00 2772.00 25963.00	Used for estimating purposes only		Unit (Typical examples shown in Attachment 1)	Unit Cost (\$)
		1	Complete painting of decorative "Sternberg" poles & fixture (approx. 15' tall)	252.00
		2	Complete painting of short "Sternberg" poles & fixture (approx. 8' tall)	196.00
		3	Complete painting of roadway streetlight "Valmont" poles & fixture (approx. 30' tall)	270.00
		4	Complete painting of roadway streetlight "Shakespeare" poles & arms (approx. 25' tall)	236.00
		5	Complete painting short (10') traffic standards	153.00
		6	Complete painting tall (30') traffic standards	252.00
				GRAND TOTAL

Note:

- The Village reserves the right to reject any and all bids.
- Price is to be all inclusive for all equipment, forms, labor, material, tools, machinery, personal protection equipment (PPE) and incidentals for the completion of the project and reporting requirements.

ATTACHMENT 3

EXHIBIT 1 : BID TABULATION

Unit	EST QTY.	Cobalt Companies	Ext Cost	Continental Construction Co	Ext Cost	Muscat	Ext Cost	Certa Pro	Ext Cost
Complete painting of decorative "Sternberg" poles & fixture (approx. 15' tall)	17	\$ 275.00	\$ 4,675.00	\$ 350.00	\$ 5,950.00	\$ 252.00	\$ 4,284.00	\$ 314.00	\$ 5,338.00
Complete painting of short "Sternberg" poles & fixture (approx. 8' tall)	0	\$ 225.00	\$ -	\$ 300.00	\$ -	\$ 196.00	\$ -	\$ 257.00	\$ -
Complete painting of roadway streetlight "Valmont" poles & fixture (approx. 30' tall)	26	\$ 400.00	\$ 10,400.00	\$ 675.00	\$ 17,550.00	\$ 270.00	\$ 7,020.00	\$ 445.00	\$ 11,570.00
Complete painting of roadway streetlight "Shakespeare" poles & arms (approx. 25' tall)	30	\$ 350.00	\$ 10,500.00	\$ 575.00	\$ 17,250.00	\$ 236.00	\$ 7,080.00	\$ 363.00	\$ 10,890.00
Complete painting short (10') traffic standards	30	\$ 300.00	\$ 9,000.00	\$ 400.00	\$ 12,000.00	\$ 153.00	\$ 4,590.00	\$ 292.00	\$ 8,760.00
Complete painting tall (30') traffic standards	12	\$ 600.00	\$ 7,200.00	\$ 600.00	\$ 7,200.00	\$ 252.00	\$ 3,024.00	\$ 471.00	\$ 5,652.00
GRAND TOTAL			\$ 41,775.00		\$ 59,950.00		\$ 25,998.00		\$ 42,210.00

Work Type	Account #	Projected Scope	Budgeted Amount
Streetlight	500.42.30-578	\$ 18,384.00	\$ 18,500.00
Traffic Signal	500.42.30-579	\$ 7,614.00	\$ 7,500.00
		\$ 25,998.00	\$ 26,000.00



Agenda Item Executive Summary

Title: Outdoor Seating Permit: Fred's Garage

Presenter: Liz Dechant, Economic Development Coordinator

Agenda Date: 06/01/2021

Consent: ☒ YES ☐ NO

☐ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☒ Policy Direction
☐ Informational Only

Item History:

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

Executive Summary:

A late application for an outdoor seating area permit was submitted by Fred's Garage at 574 Green Bay Road. Fred's is requesting to use the sidewalk on Chestnut Street on Wednesdays during their Music Series that runs from June - September 2021. The required layout schematic and certificate of insurance have been submitted and approved by the Village. Staff will work with the applicant to assure appropriate passage of pedestrians.

Recommendation:

Consider approval of the 2021 Outdoor Seating Permit application for Fred's Garage

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. M-11-2021: Disposal of Surplus Property (Introduction/Adoption)

Presenter: Giovanni McLean, Director of Public Works

Agenda Date: 06/01/2021

Consent: ☒ YES ☐ NO

☒ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

None.

Executive Summary:

During the course of the year, the Village of Winnetka's Public Works, Police, Fire, and Water and Electric Departments identify materials and equipment that have reached the end of their useful lives, are not capable of re-use, or are no longer useful to the Village. A detailed listing of specific items are contained as Exhibit A of the Subject Ordinance.

The Police Department gains possession of abandoned, lost, stolen, or illegally-obtained personal property and transfers custody of this property to the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3.

Staff is requesting the disposal of unusable/outdated office furniture from the Public Works Department that includes cabinets, shelving units, and folding tables.

Ordinance No. M-11-2021 authorizes disposal of such items during the 2021 calendar year in a manner to be determined by the Village Manager, in his discretion. The ordinance also authorizes the Village President and Village Clerk to execute and attest, all documents necessary to complete the disposition of the Surplus Property.

Recommendation:

Consider waiving introduction of Ordinance No. M-11-2021 and adopting the Ordinance
OR consider only introduction of Ordinance No. M-11-2021.

Attachments:

Ordinance No. M-11-2021

**AN ORDINANCE
AUTHORIZING THE DISPOSITION OF
SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF WINNETKA**

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

WHEREAS, the Village has identified certain: (i) equipment and materials owned by the Village and used by the Village Water and Electric, Public Works, Fire, and Police Departments that have reached the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village; and (ii) items of abandoned, lost, stolen, or illegally-posessed personal property in the custody of the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3, which personal property is not necessary or useful to, or for the best interests of, the Village that have reached the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village (collectively, the “*Surplus Property*”); and

WHEREAS, the Village Council desires to authorize the Village Manager to dispose of the Surplus Property; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to authorize the Village Manager to dispose of Surplus Property as set forth in this Ordinance;

NOW, THEREFORE, be it ordained by the Council of the Village of Winnetka as follows:

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

SECTION 2: AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY. Pursuant to the Village’s home rule authority, the Village Council hereby authorizes the Village Manager, or the Manager’s designee, to dispose of the Surplus Property listed in **Exhibit A** attached, and by this reference incorporated into this Ordinance, in a manner to be determined by the Village Manager, in the Manager’s discretion.

SECTION 3: EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the disposition of the Surplus Property authorized pursuant to Section 2 of this Ordinance.

SECTION 4: 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 1 day of June, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 1 day of June, 2021.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees of
the Village of Winnetka, Illinois,
this ____ day of _____, 2021.

Introduced: June 1, 2021

Passed and Approved: June 1, 2021

EXHIBIT A

SURPLUS PROPERTY

Department	Make	Model	Serial or VIN Number	Miles/Hours
Police	Giant Bicycle	Unknown	GK397403	N/A
Police	KHS Bicycle	Unknown	U11101222	N/A
Police	Raleigh Bicycle	Police	D17K00281	N/A
Police	Raleigh Bicycle	Police	D15K01693	N/A
Public Works	2018 Kubota	RTV 1100 Dump Beds	None	N/A
Public Works	2018 Kubota	RTV 1100 Dump Beds	None	N/A
Public Works	2019 Kubota	RTV 1100 Dump Beds	None	N/A
Public Works	2019 Kubota	RTV 1100 Dump Beds	None	N/A
Public Works	Barber Greene	Pipe Cleaner Cable	None	N/A
Public Works	Barber Greene	Bucket Cleaner	None	N/A
Public Works	BATCA Fitness Systems	MC-5	0559L	N/A
Public Works	Crisafulli	Vertical pump	14460	N/A
Public Works	Crisafulli	Vertical pump	14461	N/A
Public Works	Crisafulli	Vertical pump	14459	N/A
Public Works	Crisafulli	Vertical pump	15160	N/A
Public Works	Monroe Snowplow	MP41R10	1/5/2664	N/A
Public Works	PRECOR	C934	HPF17P0004	N/A
Public Works	PRECOR	EFX-524	I7H12Q0003	N/A
Public Works	Pro Elite Strength System	Leg Press	None	N/A
Public Works	Snap on Diagnostics	EEFS100C	C97446231	N/A
Public Works	Stainless Sink	Batch-37361	2596-533-001	N/A
Public Works	Stairmaster	4400CL	13000030917057	N/A
Public Works	Sun Motorvac	VAT-60	11 89 L 6890	N/A
Public Works	Target Port a Saw	PS 142112	104495	N/A
Public Works	Tennant	480 Floor Scrubber	None	690 hours
Public Works	Troy Bilt Tiller	12089	120890104748	N/A
Public Works	Wausa Snowplow	MF-34	53368	N/A



Agenda Item Executive Summary

Title: 880 Willow Road - Garage Variations (Policy Direction)

Presenter: David Schoon, Community Development Director

Agenda Date:

06/01/2021

Consent:

☐

YES

☒

NO

☐

Ordinance

☐

Resolution

☐

Bid Authorization/Award

☒

Policy Direction

☐

Informational Only

Item History:

04/08/2021 - Village Council considered the Zoning Board of Appeals (ZBA) recommendation of denial regarding variations requested to allow construction of a detached garage.

Executive Summary:

On June 1, the Village Council was scheduled to continue its consideration of the ZBA's recommendation regarding an application submitted by Julian Cazacu (the "Applicant"), the owner of 880 Willow Road (the "Subject Property"). The Applicant is requesting approval of variations to exceed the maximum permitted roofed lot coverage and impermeable lot coverage to allow construction of a one-car detached garage and expansion of the existing driveway.

At the April 8 Council meeting, after hearing the comments and concerns of the Council, the Applicant requested a continuance until the June 1 Council meeting in order to to address the concerns raised by the Council. A continuance was granted by the Council.

The Applicant has submitted the attached email requesting a further continuance until the July 6 Council meeting. The Applicant is working with their civil engineer and Village engineering staff to explore the installation of a designed permeable surface to help reduce the extent of the impermeable lot coverage variation being requested.

Recommendation:

Consider continuing discussion of the variation request to July 6.

Attachments:

Attachment A: May 25, 2021 Email from Applicant's Legal Counsel

ATTACHMENT A

From: [Ann Klaassen](#)
To: [Ann Klaassen](#)
Subject: 880 Willow - Request for Continuance
Date: Tuesday, May 25, 2021 1:13:16 PM

From: Todd Stephens <todd@winnetkalawoffices.com>
Sent: Tuesday, May 25, 2021 12:36 PM
To: Ann Klaassen <AKlaassen@winnetka.org>
Cc: David Schoon <DSchoon@winnetka.org>; Donya Tanzif ([REDACTED])
[REDACTED]; Julian < [REDACTED] >; Emily Grimm
<EGrimm@winnetka.org>
Subject: RE: 880 Willow - Request for Continuance

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

That is correct the July 6th meeting, thank you!

Law Offices of Todd J. Stephens, PC
833 Elm – Suite 205
Winnetka, IL 60093
(847) 446-3100 Ext. 1

From: Ann Klaassen
Sent: Tuesday, May 25, 2021 12:33 PM
To: Todd Stephens <todd@winnetkalawoffices.com>
Cc: David Schoon <DSchoon@winnetka.org>; Donya Tanzif ([REDACTED])
[REDACTED]; Julian < [REDACTED] >; Emily Grimm
<EGrimm@winnetka.org>
Subject: 880 Willow - Request for Continuance

Todd,
Thank you for your email requesting the Village Council continue its consideration of your client's variation request. We understand your request to continue the application until "next month's meeting" to mean the Village Council meeting on Tuesday, July 6. If we have misunderstood your email please let me know as soon as possible.

Thank you,

[Ann Klaassen](#)
Senior Planner
Village of Winnetka Community Development
510 Green Bay Road - Winnetka, IL 60093
847.716.3525