

Winnetka Village Council
REGULAR VIRTUAL MEETING

Zoom
January 19, 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, January 19, 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 – 98841377008 (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: 98841377008. Event Password: VC011921

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, January 19, 2021 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at the beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

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

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

**Winnetka Village Council
REGULAR VIRTUAL MEETING**

Village Hall

510 Green Bay Road

January 19, 2021

7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) February 2, 2021 Regular Meeting
 - b) February 9, 2021 Study Session
 - c) February 16, 2021 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) January 5, 2021 Regular Meeting 3
 - b) Approval of Warrant List dated December 31, 2020 – January 14, 2021 8
 - c) Resolution No. R-6-2021: Approving a Class D Liquor License for Rusticana, LLC
d/b/a Marco Roma's (Adoption) 9
 - d) Resolution No. R-7-2021: Approving a Class D Liquor License for Paradise Food
Italia, LLC d/b/a Tocco (Adoption) 12
 - e) Resolution No. R-9-2021: Contract for Boiler Blowdown Header Replacement at the
Electric Plant (Adoption) 15
 - f) Resolution No. R-10-2021: Contract for the Construction of a Transformer Fire Wall
(Adoption) 37
 - g) Resolution No. R-11-2021: Contract for a Transformer Firewall Installation at the
Northfield Substation (Adoption) 56

- 8) Ordinances and Resolutions
 - a) Ordinance No. MC-1-2021: Amending Liquor Code (Introduction / Adoption)78
 - b) Resolution No. R-8-2021: Contract for the Repair of Feedwater Pump (Adoption).....83
- 9) Old Business: None.
- 10) New Business
 - a) Public Hearing: Alexandra Kaehler Interior Design Special Use Permit - 928 Green Bay Road (Policy Direction).....100
 - b) Phase 3 Streetscape: Contractor and Preliminary Pricing Update130
 - c) Resolution No. R-12-2021: Purchase of Pedestrian Lighting and Banner Attachments (Adoption).....147
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

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

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

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
January 5, 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, January 5, 2021 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 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, Water & Electric Director Brian Keys, Community Development Director David Schoon, and 15 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) January 12, 2021 Study Session. All of the Council members present said they expect to attend.
 - b) January 19, 2021 Regular Meeting. All of the Council members present said they expect to attend.
 - c) February 2, 2021 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment.

Mickey Archambault, Winnetka resident. Mr. Archambault thanked the Village for the Winter *Winnetka Report*, and pointed out a typographical error on page 2.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Apatoff commended Trustee Coladarci on chairing the Landmark Preservation Commission meeting the previous evening.
 - b) Attorney. Attorney Friedman explained that the Village President's Emergency Declaration is due to expire at the end of tonight's meeting; he recommended the Council extend the Declaration until the end of the February 16th Council meeting.

Trustee Dearborn, seconded by Trustee Swierk, moved to extend the Village President's Emergency Declaration until the end of the February 16, 2021 Village Council Regular Meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- c) Manager. None.
- d) Village President. President Rintz reminded homeowners that it is their responsibility to shovel the sidewalk in front of their home for snowfalls under two or three inches; and he encouraged the Trustees to sign up for the *Distinctly Winnetka* program.
- 6) Approval of the Agenda. President Rintz requested the removal of Item 7(f) from the Consent Agenda for a separate vote. Trustee Coladarci, seconded by Trustee Cripe, moved to approve the Agenda as amended by President Rintz. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.
- 7) Consent Agenda
 - a) Village Council Minutes.
 - i) December 1, 2020 Regular Meeting.
 - ii) December 8, 2020 Study Session.
 - iii) December 15, 2020 Regular Meeting.
 - b) Approval of Warrant List dated December 11 – December 30 in the amount of \$1,366,442.18.
 - c) Resolution No. R-1-2021: Approving the Purchase of SCBA Equipment (Adoption).
 - d) Resolution No. R-2-2021: Approving Contract with Survalent for SCADA Support (Adoption).
 - e) Resolution No. R-3-2021: Change Order No. 1 to Contract with Asplundh Tree Expert Co. (Adoption).
 - f) Resolution No. R-4-2021: Approving Contract Purchase of Low Lift Pump (Adoption). This item was removed from the Consent Agenda and discussed under Ordinances and Resolutions.
 - g) Resolution No. R-5-2021: Roof Replacement over Reaction Basin & Chlorine Room at Water Plant (Adoption).

Trustee Dearborn, seconded by Trustee Lanphier, moved to approve the foregoing items a, b, c, d, e, and g on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.
- 8) Ordinances and Resolutions.
 - a) Resolution No. R-4-2021: Approving Contract Purchase of Low Lift Pump (Adoption). President Rintz explained that he wanted to vote on this item separately because one of the bids was deemed “non-responsive” and he wished to ensure maximum transparency on the matter.

Mr. Keys explained that the low-lift pumps bring water from the Lake into the Water Plant for treatment. The parts are submerged, and repairs are time-consuming; therefore, the 2021 Budget contains funding for a spare pump in the event a unit is taken out of service for a prolonged time. The new pump’s specifications must match the

specifications of the existing pumps and bidders were requested to identify a repair facility for their proposed unit in the Chicago area. The bidder that was rejected responded with a repair facility that has no experience with the pump they offered. In light of this issue, their bid was deemed non-responsive. The remaining two bidders are known to the Village and responded with qualifying bids, prompting staff to recommend awarding the bid to the lower of the two qualified bidders.

After a brief discussion, Trustee Apatoff, seconded by Trustee Cripe, moved to adopt Resolution No. R-4-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- b) Ordinance No. M-1-2021: 1180 Oakley Avenue Zoning Variations (Introduction & Adoption). Manager Bahan explained the next four Ordinances are eligible for a potential waiver of introduction because it has been the Council's preference that land use items recommended for approval by the advisory boards with no dissensions or public opposition are noticed on the agenda for waiver of introduction and adoption to give the Council the prerogative of streamlining the approval process. There is no requirement, however, that the Council waive introduction.

Mr. Schoon reviewed this request for zoning variations at the Subject Property which, if granted, would allow the homeowners to improve an existing older home rather than demolish it. The Zoning Board of Appeals voted unanimously to recommend approval of the variations, since the front elevation of the home would be preserved.

The applicant, Krzysztof Marzec, explained that he is moving to Winnetka from the city; and it was his original intention to demolish the home and replace it with a new structure. During discussion of the demolition permit application at the Landmark Preservation Commission (LPC) meeting, it became clear that the home had historic significance, and he modified his plans. Since the home is structurally sound, an addition is feasible; however, in order to modernize the home and make it functional for modern standards, the gross floor area will be exceeded, and a variation is being sought.

All of the Trustees expressed appreciation for Mr. Marzec's efforts to preserve the home; Trustee Swierk suggested matching the new architecture with the look of the older home. Trustee Dearborn commended the LPC Commissioners for helping to achieve a good outcome for the home.

There being no public comment, Trustee Cripe, seconded by Trustee Coladarci, moved to waive introduction of Ordinance No. M-1-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

Trustee Dearborn, seconded by Trustee Apatoff, moved to adopt Ordinance No. M-1-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- c) Ordinance No. M-2-2021: 839-841 Elm – Berkshire Hathaway Special Use Permit (Introduction/Adoption). Mr. Schoon reviewed this request for a special use permit to allow a real estate office to relocate to a peripheral location in the Retail Overlay District. The proposed new office space was previously occupied by Ellen's on Elm and has been vacant for the past year. If the request is approved, the space currently occupied by

Berkshire Hathaway, which is located on a high-profile corner in the Retail Overlay, will be required to conform with the Zoning Ordinance.

Jim Nash, the applicant, explained that the storefront currently occupied by Berkshire Hathaway is activated with seasonal displays; and the real estate firm is a good neighbor in the Elm Business District. The business model has changed and fewer people meet at the office, so parking in the area will not be significantly impacted by the granting of the special use permit.

Terry Dason, Director of the Chamber of Commerce, agreed that Berkshire Hathaway is a very good neighbor and she expressed excitement about the soon to be vacated corner of Elm and Chestnut Streets.

Trustee Swierk, seconded by Trustee Coladarci, moved to waive introduction of Ordinance No. M-2-2021. By roll call vote, the motion carried Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

Trustee Dearborn, seconded by Trustee Apatoff, moved to adopt Ordinance No. M-2-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- d) Ordinance No. M-3-2021: 930 Green Bay – KMK Luxury Consignment Special Use Permit (Introduction/Adoption). Mr. Schoon reviewed this request for a luxury consignment store to permanently occupy a storefront where it had a successful run as a pop-up shop. He explained that it is considered a second-hand store under the Zoning Ordinance and is therefore a special use. The Plan Commission unanimously recommended approval of the special use permit with no conditions.

Ms. Dason encouraged the Council to approve the special use permit, as the store fits in well with the Hubbard Woods Design District.

The Council was in unanimous agreement to approve the request.

Trustee Swierk, seconded by Trustee Apatoff, moved to waive introduction of Ordinance No. M-3-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

Trustee Cripe, seconded by Trustee Apatoff, moved to adopt Ordinance No. M-3-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- e) Ordinance No. M-4-2021: 1415-1423 Asbury Subdivision and Variations (Introduction/Adoption). Mr. Schoon reviewed this request to relocate the lot line between the two Subject Lots, which would allow the owners of the Subject Properties to demolish the home on 1423 Asbury, keep the home on 1415 Asbury, and construct a one-car garage.
- f) . The Zoning Board of Appeals and Plan Commission both voted unanimously to recommend approval of the request with no conditions; and the Landmark Preservation Commission approved the demolition of the home at 1423 Asbury with no delays.

Cal Bernstein, attorney for the property owners. Mr. Bernstein gave background on the two lots and explained the rationale for the request.

After the Trustees briefly discussed the request with Mr. Bernstein, there was consensus to waive introduction and approve the request.

There being no public comment, Trustee Coladarci, seconded by Trustee Swierk, moved to waive introduction of Ordinance No. M-4-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

Trustee Coladarci, seconded by Trustee Apatoff, moved to adopt Ordinance No. M-4-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- 9) Old Business. None.
- 10) New Business. None.
- 11) Appointments. None.
- 12) Closed Session. None.
- 13) Adjournment. Trustee Dearborn, seconded by Trustee Coladarci, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None. The meeting adjourned at 8:28 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated December 31, 2020 - January 14, 2010

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 01/19/2021

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated December 31, 2020 - January 14, 2021 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated December 31, 2020 - January 14, 2021.

Attachments:

None.



Agenda Item Executive Summary

Title:

Resolution No. R-6-2021: Approving a Class D Liquor License for Rusticana, LLC d/b/a Marco Roma's (Adoption)

Presenter:

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

Agenda Date:

01/19/2021

Consent:

YES



NO

☐

Ordinance



Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Item History:

None.

Executive Summary:

Rusticana LLC d/b/a Marco Roma's Pizzeria and Eatery is a full-service restaurant located at 14 Green Bay Road. Rusticana LLC currently holds a Class A liquor license which allows them to sell and serve alcoholic beverages incidental and complementary to the sale and service of meals for consumption on premises, and the occasional packaged sale of beer and wine for consumption off premises. The Class A license does not allow for delivery of alcoholic beverages. Rusticana LLC has applied for a Class D liquor license.

A Class D liquor license authorizes the retail sale of wine in the original package for consumption off the premises where sold and where delivery is made directly by the licensee or through the mail or similar package delivery service.

If approved, Resolution No. R-6-2021 will grant the requested liquor license. The resolution will also update the appendix to Chapter 5.09 of the Village Code that sets forth all authorized licenses by classification, which is attached to the Resolution as Exhibit A.

Recommendation:

Consider adopting Resolution No. R-6-2021, Approving and Authorizing a Class D Liquor License for Rusticana, LLC (14 Green Bay Rd).

Attachments:

Resolution No. R-6-2021

**A RESOLUTION
APPROVING AND AUTHORIZING A CLASS D LIQUOR LICENSE FOR
RUSTICANA, LLC D/B/A MARCO ROMA'S PIZZERIA AND EATERY
(14 Green Bay Road)**

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, Rusticana, LLC ("***Applicant***") is the lessee of the property commonly known as 14 Green Bay Road in the Village ("***Property***"); and

WHEREAS, the Applicant operates a restaurant on the Property known as Marco Roma's Pizzeria and Eatery ("***Restaurant***"), and possesses a Class A liquor license issued by the Village ("***Class A License***") for service of alcoholic beverages on the premises of the Property only; and

WHEREAS, pursuant to Section 5.09.100 of the Winnetka Village Code ("***Village Code***"), on November 19, 2020, the Applicant submitted an application to the Village for a Class D liquor license ("***Class D License***") in order to offer, in addition to the services allowed pursuant to the Class A License, delivery of alcoholic beverages; and

WHEREAS, the Council of the Village of Winnetka ("***Village Council***") has determined that it is in the best interest of the Village to approve and authorize the issuance of the Class D Liquor License to the Applicant for the Restaurant;

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 AND AUTHORIZATION OF CLASS D LICENSE. The Village Council hereby approves and authorizes the issuance of the Class D License to the Applicant for the Restaurant.

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

Classification	Number	Licensee
*	*	*
D	2 <u>3</u>	Good Grapes Albatross Wine Company, LLC <u>Rusticana, LLC (Marco Roma's Pizzeria and Eatery)</u>
*	*	*

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

A. Its passage and approval according to law; and

B. Approval of application background investigation for the Restaurant by the Village Chief of Police, or his designee.

ADOPTED this 19th day of January, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

Title:

Resolution No. R-7-2021: Approving a Class D Liquor License for Paradise Food Italia, LLC d/b/a Tocco (Adoption)

Presenter:

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

Agenda Date:

01/19/2021

Consent:

YES



NO

☐

Ordinance

☒

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Item History:

None.

Executive Summary:

Paradise Food Italia LLC d/b/a Tocco is a full-service restaurant located at 507 Chestnut Street. Paradise Food Italia LLC currently holds a Class A-1 liquor license which allows them to sell and serve alcoholic beverages incidental and complementary to the sale and service of meals for consumption on premises, and the occasional packaged sale of beer and wine for consumption off premises. The Class A-1 license does not allow for delivery of alcoholic beverages. Paradise Food Italia LLC has applied for a Class D liquor license.

A Class D liquor license authorizes the retail sale of wine in the original package for consumption off the premises where sold and where delivery is made directly by the licensee or through the mail or similar package delivery service.

If approved, Resolution No. R-7-2021 will grant the requested liquor license. The resolution will also update the appendix to Chapter 5.09 of the Village Code that sets forth all authorized licenses by classification, which is attached to the Resolution as Exhibit A.

Recommendation:

Consider adopting Resolution No. R-7-2021, Approving and Authorizing a Class D Liquor License for Paradise Food Italia, LLC (507 Chestnut St).

Attachments:

Resolution No. R-7-2021

**A RESOLUTION
APPROVING AND AUTHORIZING A CLASS D LIQUOR LICENSE FOR
PARADISE FOOD ITALIA, LLC D/B/A TOCCO
(507 Chestnut Street)**

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, Paradise Food Italia, LLC (“**Applicant**”) is the lessee of the property commonly known as 507 Chestnut Street in the Village (“**Property**”); and

WHEREAS, the Applicant operates a restaurant on the Property known as Tocco (“**Restaurant**”), and possesses a Class A-1 liquor license issued by the Village (“**Class A-1 License**”) for service of alcoholic beverages on the premises of the Property only and the occasional packaged sale of beer and wine for consumption off premises; and

WHEREAS, pursuant to Section 5.09.100 of the Winnetka Village Code (“**Village Code**”), on December 29, 2020, the Applicant submitted an application to the Village for a Class D liquor license (“**Class D License**”) in order to offer, in addition to the services allowed pursuant to the Class A-1 License, delivery of alcoholic beverages; and

WHEREAS, the Council of the Village of Winnetka (“**Village Council**”) has determined that it is in the best interest of the Village to approve and authorize the issuance of the Class D Liquor License to the Applicant for the Restaurant;

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 AND AUTHORIZATION OF CLASS D LICENSE. The Village Council hereby approves and authorizes the issuance of the Class D License to the Applicant for the Restaurant.

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

Classification	Number	Licensee
*	*	*
D	3 <u>4</u>	Good Grapes Albatross Wine Company, LLC Rusticana, LLC (Marco Roma’s Pizzeria and Eatery)

		<u>Paradise Food Italia, LLC</u> <u>(Tocco)</u>
*	*	*

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

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

ADOPTED this 19th day of January, 2021, pursuant to the following roll call vote:

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

Signed

 Village President

Countersigned:

 Village Clerk



Agenda Item Executive Summary

Title: Resolution No. R-9-2021: Contract for Boiler Blowdown Header Replacement at the Electric Plant
(Adoption)

Presenter: Giovanni McLean - Assistant Director of Water & Electric

Agenda Date: 01/19/21

Consent: ☒ YES ☐ NO

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

Item History:

The Village's Electric Plant uses four natural gas boilers to generate the steam used to rotate the three steam turbine generators. The boiler system consists of a blowdown header system that passes through the basement and connects to each boiler system. Blowdown systems are used to get rid of dissolved solids in the boiler and to control water levels in the boiler as it heats and expands. The blowdown header has exceeded the operational lifespan and needs to be replaced.

Executive Summary:

On November 30, 2020 the Village requested bids for boiler blowdown header replacement at the Electric Plant. The bid scope included the removal of existing boiler blowdown header, installation of a new boiler blowdown header, and reconnection of existing auxiliary boiler blowdown lines.

Bids were opened on December 22, 2020: seven companies submitted bids for the replacement work.

The results are summarized as follows;

American Combustion Service, Inc	\$59,727
Independent Mechanical Industries, Inc	\$65,985
Ideal Heating Company	\$74,666
Core Mechanical, Inc	\$79,850
Hayes Mechanical	\$80,000
Anchor Mechanical, Inc	\$111,726
AMS Mechanical System, Inc	\$153,497

All bidders were required to provide a contract bond and the successful bidder will be required to provide a performance bond. American Combustion Service, Inc submitted the lowest total bid in the amount of \$59,727.

Executive Summary (continued):

The Village has previously utilized American Combustion Service, Inc for boiler system maintenance projects. Based on the past positive project experience, staff recommends awarding the work to American Combustion Service, Inc.

The FY2021 Electric Fund budget contains \$70,000 (account #500.41.28-567) for the replacement of the boiler blowdown header at the Electric Plant. The purchase order would be created in the amount not to exceed \$59,727.

Resolution No. R-09-2021 authorizes a contract with American Combustion Service, Inc for the replacement of the boiler blowdown header at the Electric Plant.

Recommendation:

Consider adoption of Resolution No. R-9-2021 approving an contract with American Combustion Service, Inc for boiler blowdown header replacement at the Electric Plant in an amount not to exceed \$59,727.

Attachments:

1. Resolution No. R-9-2021
2. Contract

R-09-2021

**A RESOLUTION APPROVING A CONTRACT WITH
AMERICAN COMBUSTION SERVICE, INC. OF MOKENA, ILLINOIS FOR
BOILER BLOWDOWN HEADER REPLACEMENT AT 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. 020-021 ("**Request for Bids**") seeking qualified firms to replace a boiler blowdown header at the Village Electric Plant ("**Work**"); and

WHEREAS, the Village received seven bids ("**Bids**") to provide the Work and opened the Proposals on December 22, 2020; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that American Combustion Service of Mokena, 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 Work in an amount not to exceed \$59,727 ("**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]

January 19, 2021

R-09-2021

ADOPTED this 19th day of January, 2021, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

Attachment 2

VILLAGE OF WINNETKA REQUEST FOR CONTRACT PROPOSALS AND CONTRACT

RFB #020-021

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Boiler Blowdown Header Replacement**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **10:00 AM** (local time), **Tuesday, December 22, 2020**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

None.

Inspection and Examination

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

Preparation of Contract Proposals

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

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact **Anthony Vasquez, Assistant Finance Director** via email only at avasquez@winnetka.org no later than **December 17, 2020**.

Delivery of Proposals

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

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

Opening of Contract Proposals

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 December 22nd, 2020 at 10:00 a.m. (local time). The details to participate in this call are as follows: Dial 872-240-1274 and enter the Conference ID 187 423 09#.

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: November 30, 2020

Village of Winnetka

By: Anthony Vasquez

Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #020-021

CONTRACT FOR

Boiler Blowdown Header Replacement

Full Name of Bidder AMERICAN COMBUSTION SERVICE INC ("Bidder")
Principal Office Address 19325 SOUTH SCHOOLHOUSE ROAD MOKENA IL 60448
Local Office Address _____
Contact Person GUSTAVO PINEDA Telephone Number 708-295-1461

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. 1 [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 **Boiler Blowdown Header Replacement**.
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 **April 30, 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:

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

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

Coverage to include:

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

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

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

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

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

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

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

Dated: DECEMBER 22, 2020

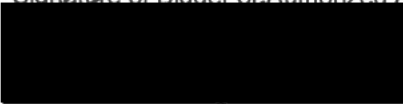
Bidder's Status: () ILLINOIS Corporation () _____ Partnership () Individual
Proprietor (State) (State)

Bidder's Name:

AMERICAN COMBUSTION SERVICE INC

Doing Business As (if different):

Signature of Bidder or Authorized Agent:



(corporate seal)
(if corporation)

Printed Name: ERIK LACNY

Title/Position: V.P.

Bidder's Business Address:

19325 SOUTH SCHOOLHOUSE ROAD
MOKENA IL 60448

Bidder's Business Telephone: 773-737-9200

Facsimile:

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

NAME	TITLE	ADDRESS
FRANK LACNY	PRESIDENT	19325 SOUTH SCHOOLHOUSE ROAD, MOKENA IL 60448
ERIK LACNY	V.P.	19325 S. SCHOOL HOUSE RD MOKENA IL 60448

ATTACHMENT A: SPECIFICATIONS

1. INTRODUCTION

The Village of Winnetka's Electric Plant operates and maintains generating units that supplement the production of electricity for the service area. The exiting boiler blowdown header has exceeded the operational lifespan and needs to be replaced

The Village of Winnetka reserves the right to reject any or all proposals in whole or in part, to waive or not to waive any formalities therein, and to accept the proposal considered to be in the best interest of the Village of Winnetka.

2. PROJECT DESCRIPTION AND SCOPE OF WORK

The Boiler blowdown header passes through four basements and connects all auxiliary blowdown lines from each of the boiler systems.

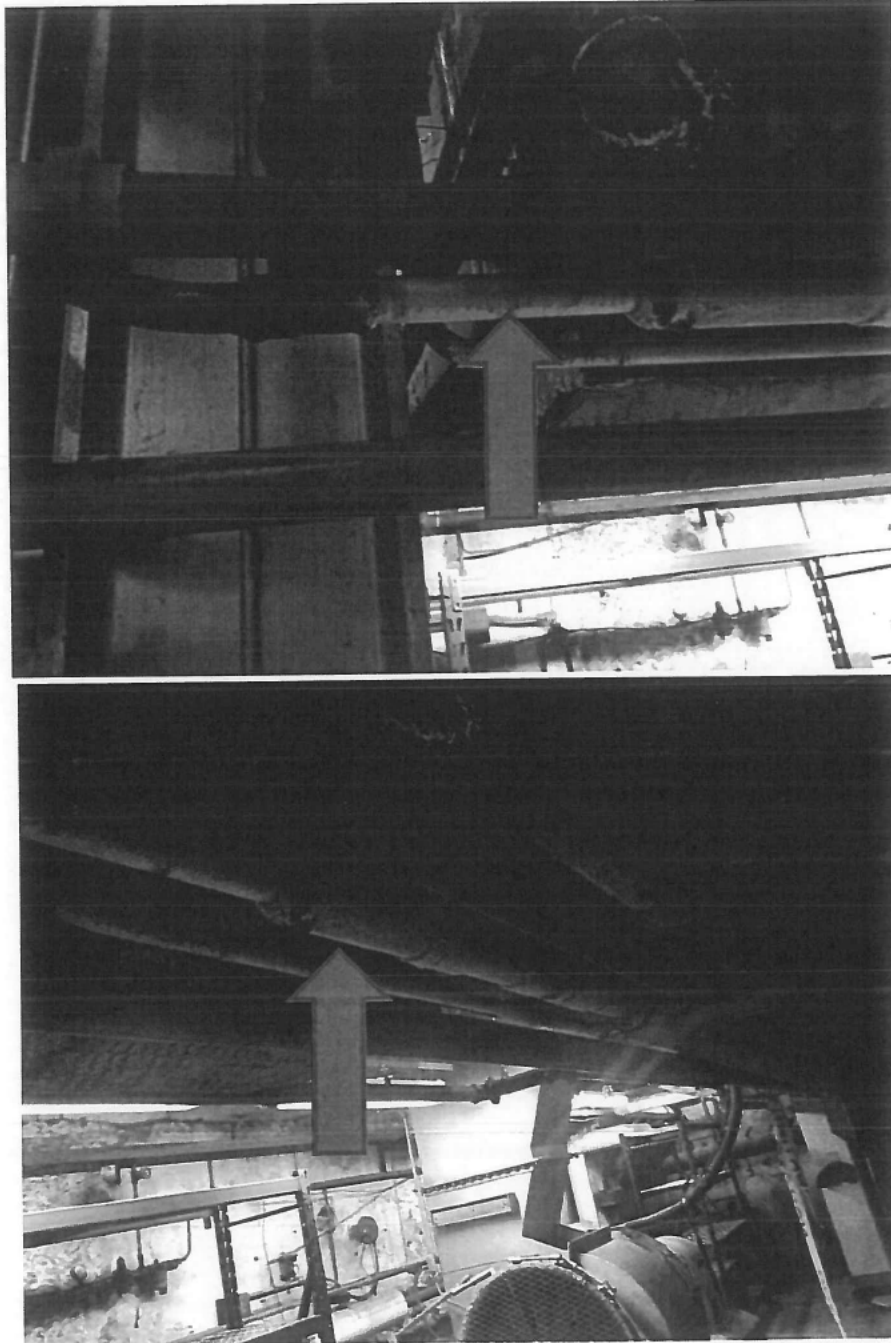
The scope of the work includes:

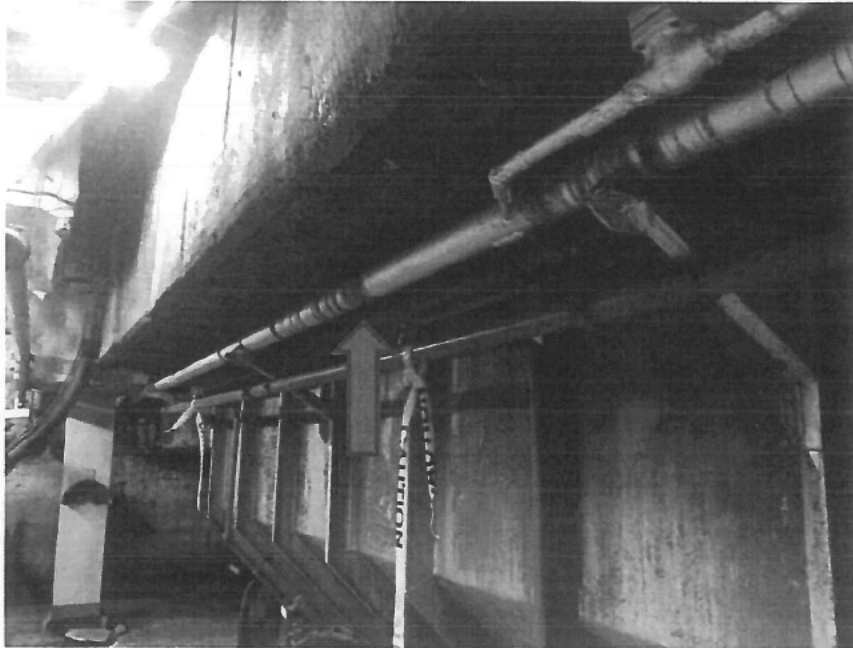
- Removal of existing boiler blowdown header
 - Disconnect and dismantle without causing damage to existing piping or surrounding equipment
 - Removal and proper disposal of parts
- Installation of new blowdown header
 - Material to consist of Schedule 80, seamless steel.
 - Ceiling mounts shall be used to hang header.
 - Utilize welded joints to connect existing auxiliary blowdown lines listed in area break.
 - High temperature silver paint finish coat.
 - Additional flange connection to be installed when transitioning between each basement

Blowdown Header	Steam (lb/hr)
Boiler #4	100,000
Boiler #5	70,000
Boiler #7	50,000
Boiler #8	125,000

3. BLOWDOWN LINE HEADER PICTURES AND DETAILS

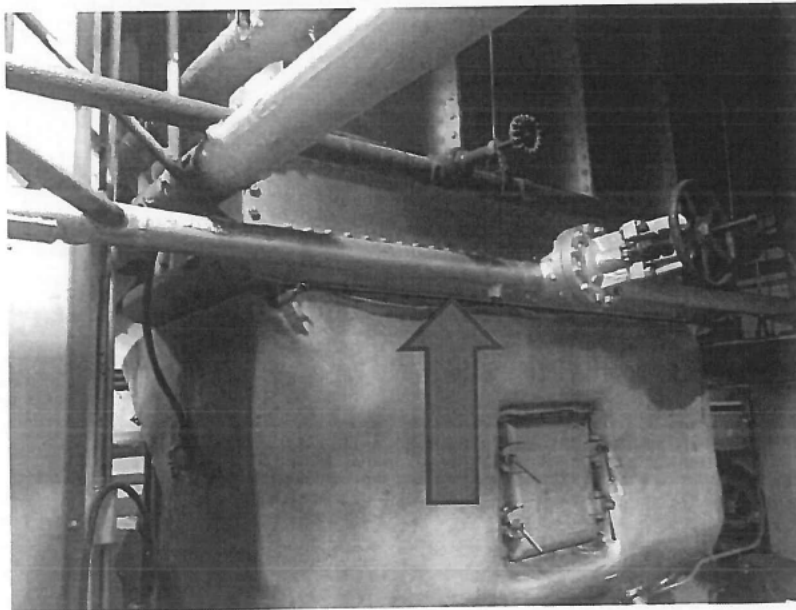
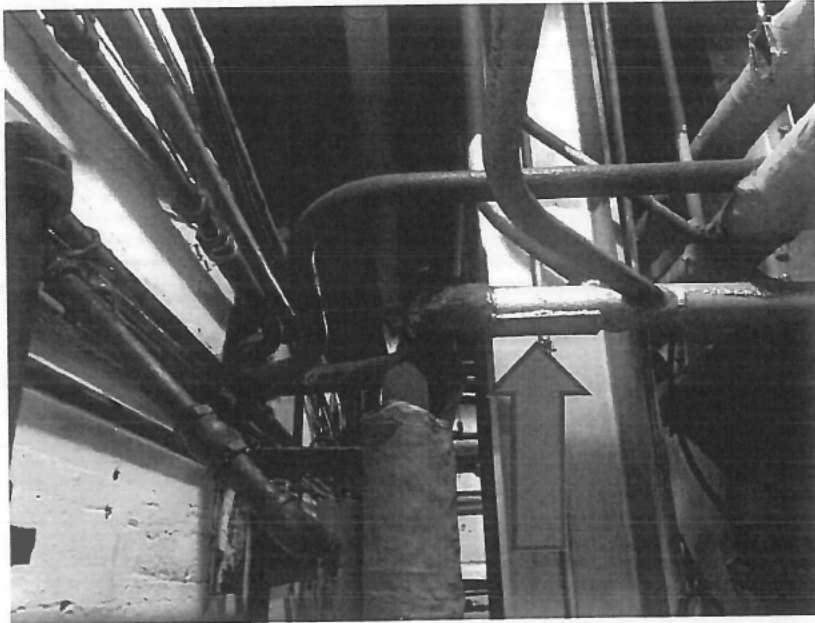
BASEMENT #4

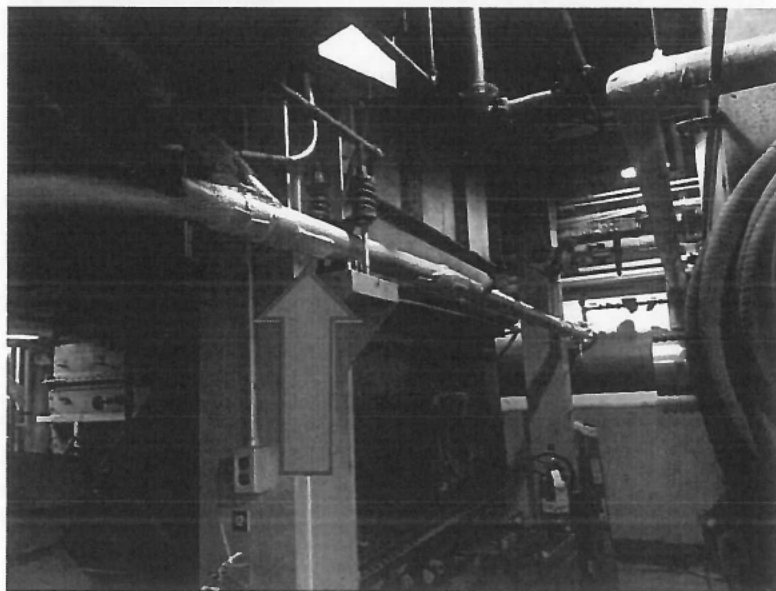
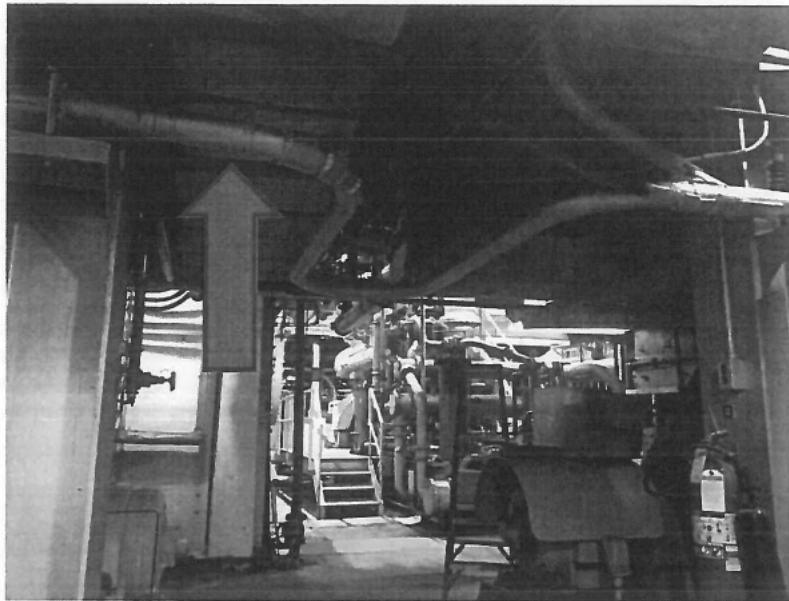




Boiler # 4 Basement	
QTY	Description detail of components
0	2-1/2" Header - Seamless Steel, Schedule 80 (feet)
36	3" Header - Seamless Steel, Schedule 80 (feet)
0	6" Header - Seamless Steel, Schedule 80 (feet)
1	3/4" Blowdown connection
0	1" Blowdown connection
1	1-1/4" Blowdown connection
1	1-1/2" Blowdown connection
1	2" Blowdown connection
1	2-1/2" Blowdown connection
0	1" Drain gate valve
0	3" Isolation gate valve
0	4" Isolation gate valve
0	Flange connection
0	Expansion loop (6' x 3')
0	3" - 90-degree bends
0	6" - 90-degree bends
0	6" - 45-degree bends
0	3" to 6" Reducer
0	4" to 6" Reducer

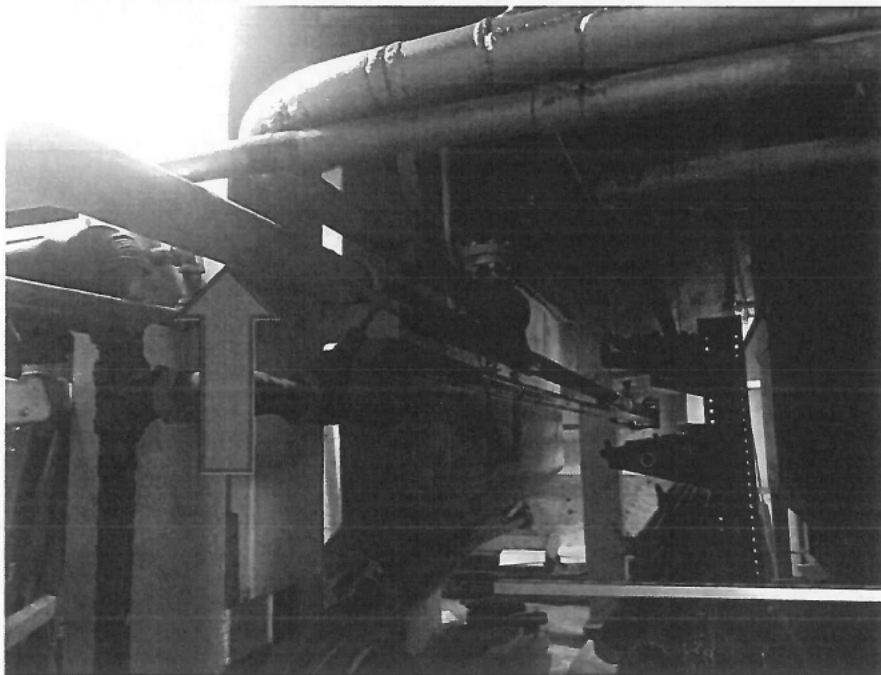
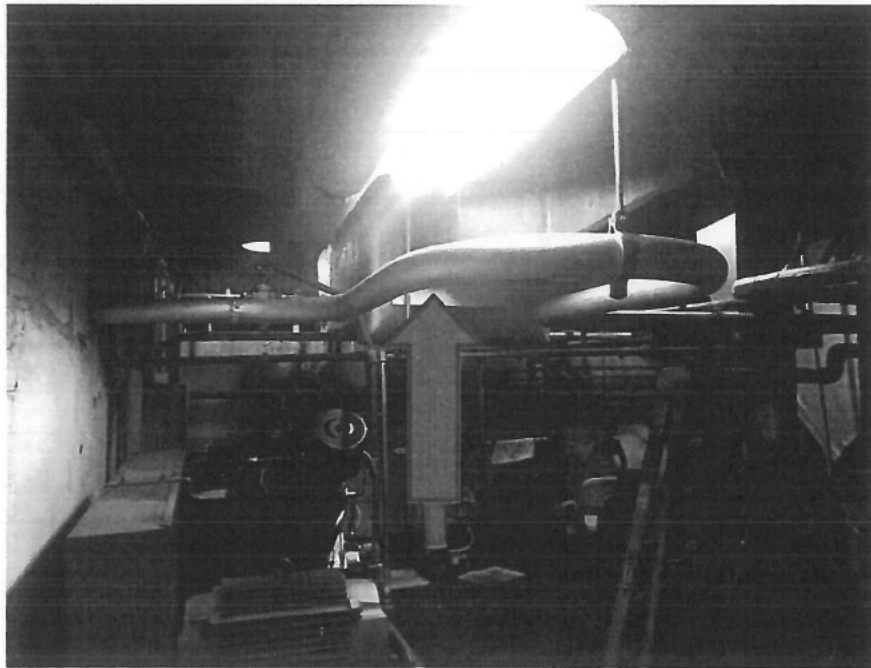
BASEMENT #5





Boiler # 5 Basement	
QTY	Description detail of components
0	2-1/2" Header - Seamless Steel, Schedule 80 (feet)
40	3" Header - Seamless Steel, Schedule 80 (feet)
0	6" Header - Seamless Steel, Schedule 80 (feet)
1	3/4" Blowdown connection
3	1" Blowdown connection
0	1-1/4" Blowdown connection
3	1-1/2" Blowdown connection
0	2" Blowdown connection
1	2-1/2" Blowdown connection
2	1" Drain gate valve
1	3" Isolation gate valve
0	4" Isolation gate valve
0	Flange connection
1	Expansion loop (6' x 3')
2	3" - 90-degree bends
0	6" - 90-degree bends
0	6" - 45-degree bends
0	3" to 6" Reducer
0	4" to 6" Reducer

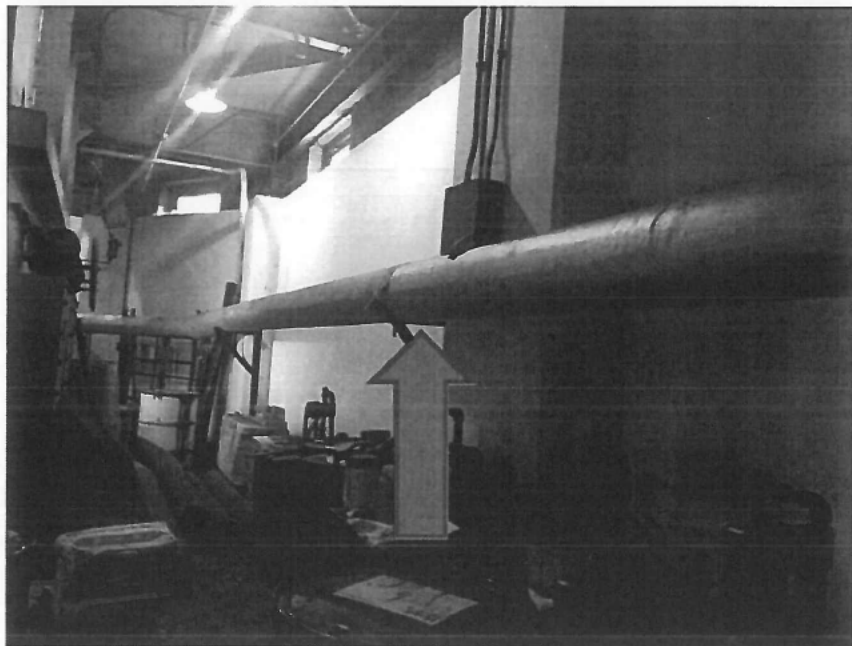
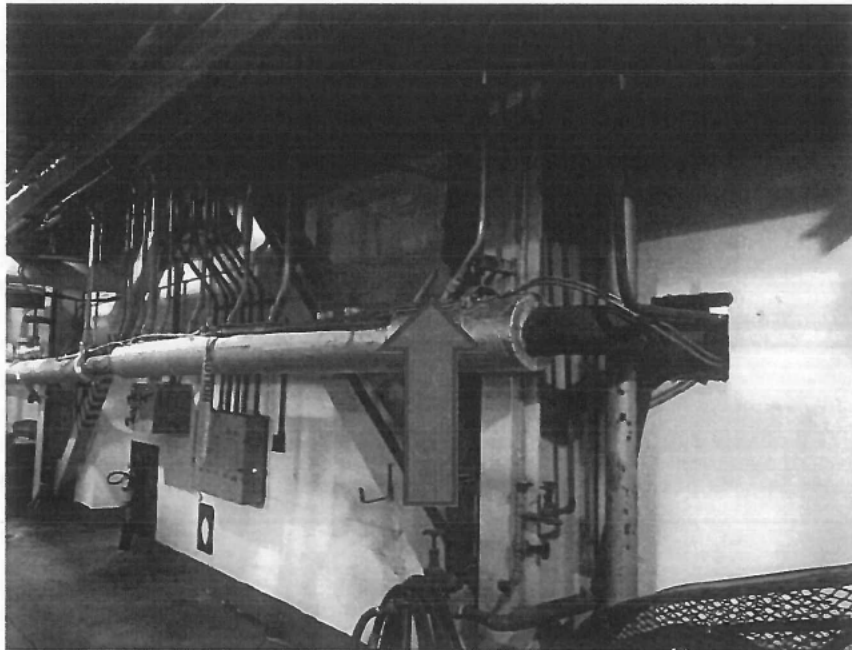
BASEMENT #7

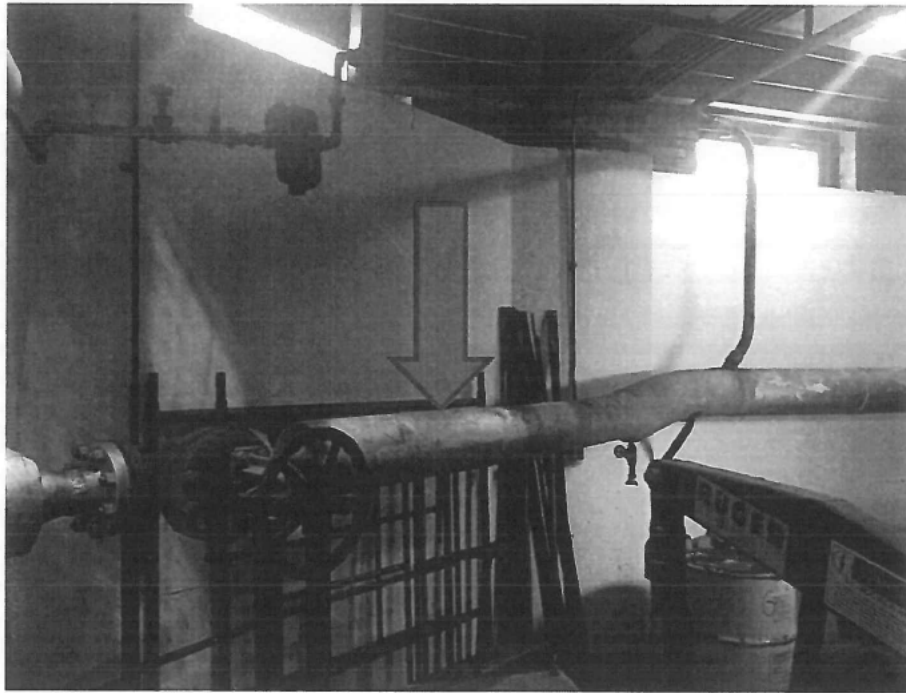




Boiler # 7 Basement	
QTY	Description detail of components
21	2-1/2" Header - Seamless Steel, Schedule 80 (feet)
40	3" Header - Seamless Steel, Schedule 80 (feet)
0	6" Header - Seamless Steel, Schedule 80 (feet)
2	3/4" Blowdown connection
4	1" Blowdown connection
0	1-1/4" Blowdown connection
3	1-1/2" Blowdown connection
0	2" Blowdown connection
1	2-1/2" Blowdown connection
0	1" Drain gate valve
0	3" Isolation gate valve
0	4" Isolation gate valve
0	Flange connection
1	Expansion loop (6' x 3')
1	3" - 90-degree bends
0	6" - 90-degree bends
0	6" - 45-degree bends
1	3" to 6" Reducer
0	4" to 6" Reducer

Basement #8





Boiler # 8 Basement	
QTY	Description detail of components
0	2-1/2" Header - Seamless Steel, Schedule 80 (feet)
0	3" Header - Seamless Steel, Schedule 80 (feet)
75	6" Header - Seamless Steel, Schedule 80 (feet)
0	3/4" Blowdown connection
1	1" Blowdown connection
0	1-1/4" Blowdown connection
7	1-1/2" Blowdown connection
3	2" Blowdown connection
0	2-1/2" Blowdown connection
0	1" Drain gate valve
0	3" Isolation gate valve
1	4" Isolation gate valve
0	Flange connection
0	Expansion loop (6' x 3')
0	3" - 90-degree bends
2	6" - 90-degree bends
1	6" - 45-degree bends
0	3" to 6" Reducer
2	4" to 6" Reducer

4. ADDITIONAL INFORMATION

The Village will cover all permit fees/cost associated with this project

The Village will coordinate replacement schedule with contractor to reduce conflicts with generating schedule

All lengths and quantity in detail break down are estimates and should be verified by contactors.

Contractor can schedule an onsite visit contact,

- James Olson jolson@winnetka.org 847-716-3601
- Giovanni McLean gmcelan@winnetka.org or 847-716-3270

FEE PROPOSAL

COMPANY NAME: AMERICAN COMBUSTION SERVICE INC

CONTACT NAME: GUSTAVO PINEDA

EMAIL: G.PINEDA@ACSIGROUP.COM

PHONE: 708-295-1461

Item	Description of work	COST (\$)
1	Boiler #4 blowdown header	6,541.00
2	Boiler #5 blowdown header	12,282.00
3	Boiler #7 blowdown header	12,223.00
4	Boiler #8 blowdown header	28,681.00
	Total	59,727.00

NOTE:

The Village also reserves the right to reduce the work scope due to budgetary constraints.

The Village also reserves the right to award individual sections of the projects to the different bidders.

Quoted costs are to be all inclusive for all mobilization cost, equipment, forms, labor, material, tools, machinery, disposal, and incidentals for the completion of the project.

END OF BID SPECIFICATIONS



Agenda Item Executive Summary

Title: Resolution No. R-10-2021: Contract for the Construction of a Transformer Fire Wall (Adoption)

Presenter: Giovanni Mclean - Assistant Director of Water & Electric

Agenda Date: 01/19/21

Consent: ☒ YES ☐ NO

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

Item History:

The Five Year Capital Plan contains projects for the transformer yard and building modifications at the Northfield Substation. The 2021 Electric Fund contains funding to install the second substation transformer at the Northfield Substation. Prior to the installation of a new transformer, a transformer firewall needs to be installed between the two transformers. In the event of a catastrophic failure, the transformer firewall provides projectile and fire protection to the adjacent unit.

Executive Summary:

On July 2, 2020 the Village issued a bid request for the construction of a transformer fire wall; the Village engaged Sargent & Lundy for engineering services and proposal evaluation. Sargent & Lundy provides comprehensive services for power transmission and distribution projects and has vast experience with similar substation design projects for the adjacent investor-owned utility.

Transformer firewall manufacturing companies are not equipped for the civil engineering work associated with the installation of the wall. As a result, the project is comprised of two parts. First, procurement of the transformer firewall which includes design and manufacture of the wall. Second, the installation of the firewall which includes the civil engineering work for the foundation construction and installation of the wall.

The Village delayed the project in 2020 because the project exceeded the Engineer's probable construction cost and the budget. As a result, the project estimate and budget were revised for the 2021 budget.

The bid scope included the construction of a transformer firewall that meets industry standards for fire rating, projectile protection and the existing layout of equipment and infrastructure within the transformer yard.

At the bid opening on July 30, 2020 only one company submitted a bid: Oldcastle Infrastructure Inc. in the amount of \$69,822.77. Oldcastle agreed to extend the pricing of their bid based the first quarter of 2021.

Executive Summary (continued):

The Village has not previously purchased products from Oldcastle Infrastructure. Sargent & Lundy completed the technical bid analysis of Oldcastle Infrastructure's bid and confirmed that the bid met the requirements and industry ratings for the project. Staff recommends awarding of the transformer firewall to Oldcastle Infrastructure.

The FY2021 Electric Fund budget contains \$300,000 (account #500.42.36-660) for the transformer yard and building modification. The account will have a remaining balance of \$230,177 after the procurement of the transformer firewall. Upon award of the contract for the construction of the wall, staff will present the supporting contract for the firewall installation.

Resolution No. R-10-2021 authorizes a contract with Oldcastle Infrastructure, for the purchase of a prefabricated transformer fire wall in an amount not to exceed \$69,822.77

Recommendation:

Consider adoption of Resolution No. R-10-2021 approving an agreement with Oldcastle Infrastructure for the construction of the transformer fire wall in an amount not to exceed \$69,822.77

Attachments:

1. Resolution No. R-10-2021
2. Contract
3. Sargent & Lundy technical bid analysis.
4. Oldcastle agreement to extend bid pricing.

**A RESOLUTION APPROVING A CONTRACT
FOR THE CONSTRUCTION OF A TRANSFORMER FIRE WALL**

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

WHEREAS, the Village issued Bid #020-011 (***“Request for Bids”***) for the construction of a transformer fire wall at the Water & Electric Department’s Northfield Load Center (***“Services”***); and

WHEREAS, the Village received one bid (***“Bid”***) to provide the Services and opened the Bid on July 30, 2020; and

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

WHEREAS, the Village Council desires to enter into a contract with Contractor for the provision of the Services from Contractor in an amount not to exceed \$69,822.77 (***“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]

ADOPTED this 19 day of January, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

Attachment 2

VILLAGE OF WINNETKA REQUEST FOR CONTRACT PROPOSALS AND CONTRACT

RFB #020-011

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: Transformer Fire Wall Construction

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **10:00 AM** (local time), **Thursday, July 30, 2020**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

None.

Inspection and Examination

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

Preparation of Contract Proposals

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

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact **Anthony Vasquez, Assistant Finance Director** via email only at avasquez@winnetka.org no later than **July 24, 2020**.

Delivery of Proposals

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

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

Opening of Contract Proposals

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

Withdrawal of Contract Proposals

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

Rejection of Contract Proposals

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

Acceptance of Contract Proposals

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

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

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

DATED: July 2, 2020

Village of Winnetka

By: Anthony Vasquez

Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #020-011

CONTRACT FOR

Transformer Fire Wall Construction

Full Name of Bidder OLD CASTE INFRASTRUCTURE ("Bidder")
Principal Office Address 7000 Central PARK, STE 800 ATLANTA GA 30328
Local Office Address _____
Contact Person STEPHEN KOHN Telephone Number 470-829-8757

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 **Transformer Fire Wall Construction**.
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 between August **September 30, 2020**.

4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

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

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

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

Dated: July 20, 2020

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

Bidder's Name:

OLD CASTLE INFRASTRUCTURE

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

(corporate seal)
(if corporation)

Printed Name: _____

Bidder's Business Telephone: 470-829-8157

Facsimile: _____

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

NAME	TITLE	ADDRESS

ATTACHMENT A: SPECIFICATIONS

1. INTRODUCTION

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to construct a transformer fire wall. The Village of Winnetka operates a municipal electric system and intends to expand an existing substation. The required services include the wall design, build and delivery on the transformer fire wall.

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

2. PROJECT BACKGROUND

The Village owns a 138kV:12.47kV substation located in Northfield, Illinois. The existing substation is served by a singled 138kV:12.47kV transformer and connected to the 15Kv distribution system. Winnetka has plans to install a second substation transformer in 2021. In preparation for the second transformer, the Village would like to install a transformer fire wall to in the installation of the second transformer.

3. SCOPE OF WORK

Contractor will be responsible for design/build/delivery of Transformer Fire Wall located at 2A Happ Road in Northfield, Illinois 60093.

4. SCHEDULING

The work shall be completed between August 1, 2020 and September 30, 2020

5. DESIGN INFORMATION

- Contractor can utilize attached drawings or schedule on site visit to become fully aware of Substation layout of equipment, structure height, underground conduit and any construction restrictions.
- Transformer #71, MagneTex 138kV/12.47V, Serial No. A2300T 6,685 gallons oil
- Wall design shall meet NFPA-850, IEEE 979 and tested i.a.w. ASTM E-119
- Per NFPA-850 5.1.4.4, where a firewall is provided between transformers, it should extend at least 1 foot above the top of the transformer casing and oil conservator tank and at least 2 feet beyond in width of the transformer and cooling radiators.

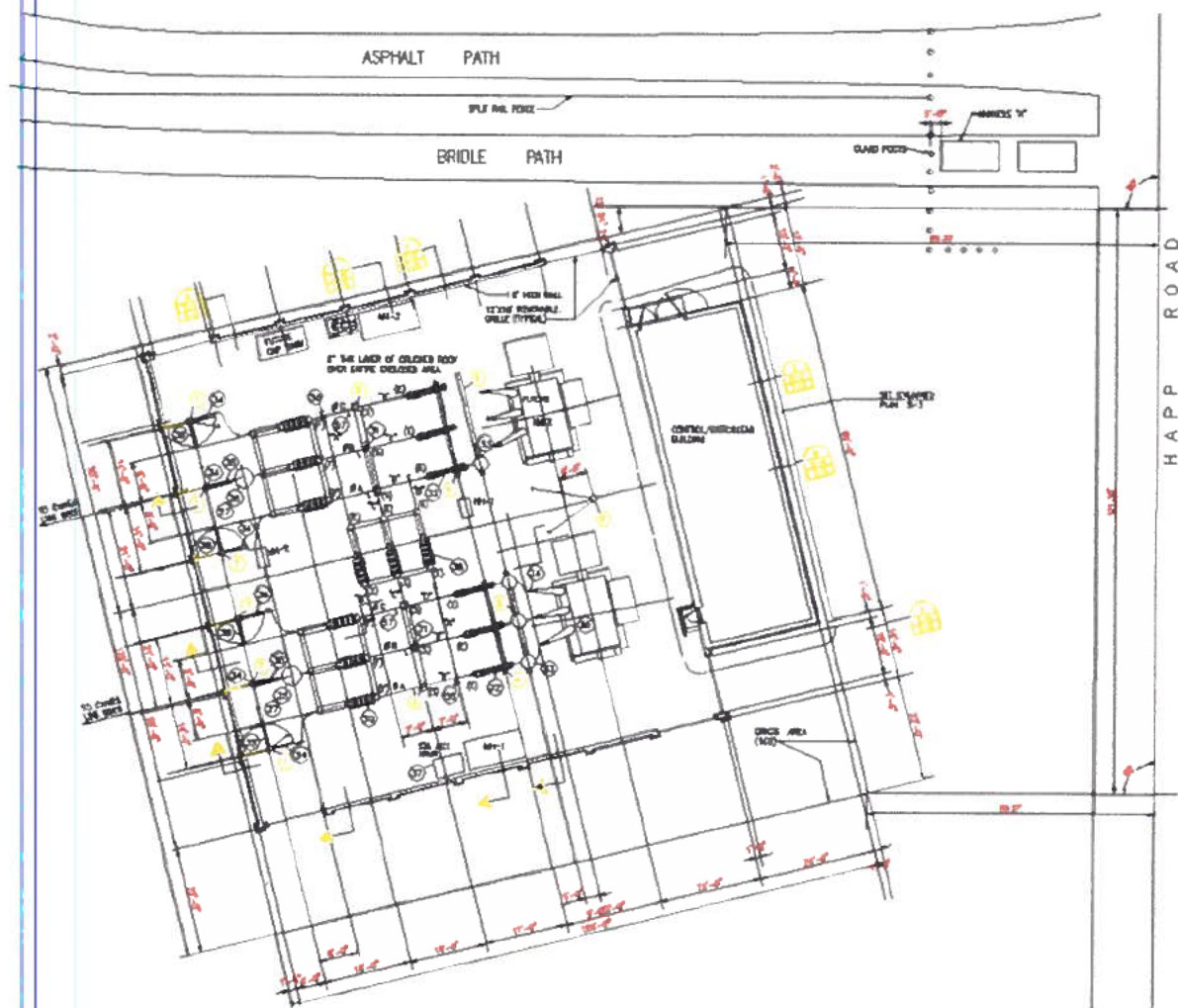
- Wall/Foundation design shall meet;
 - 120 mph wind speed (3-second gust)
 - Exposure C,
 - Risk Category III
 - Compliant with ASCE-7 and NESC latest editions
 - Concrete for foundation must be 5,000 psi.
 - Meets 4-hour fire rating
- Contractor shall provide drawing and calculation for engineering review
- Aesthetics of Wall
 - Wall to be anchor bolts mounted to foundation
 - Refer to "PROPOSED FIREWALL LAYOUT"
 - Columns to be constructed of concrete
 - Wall can be modular or slab panels
- Foundation shall be designed by Village's engineering firm, but contractor can use foundation design assumption of $f_c = 4000$ PSI, REBAR PER ASTM A-615 GR 60

6. ADDITIONAL INFORMATION

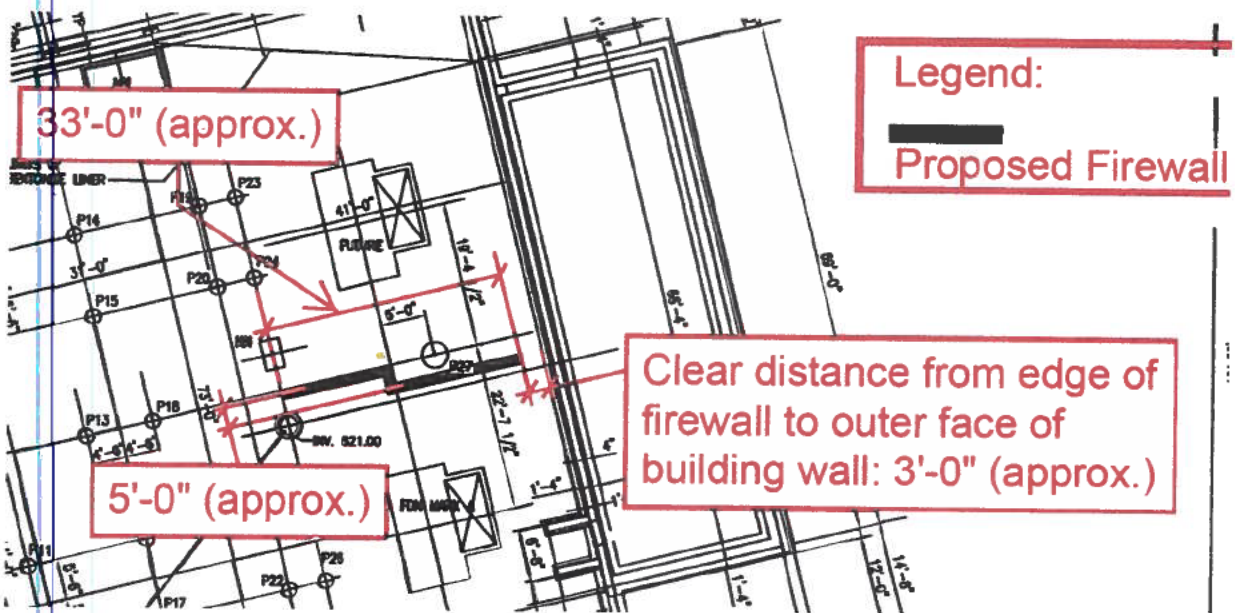
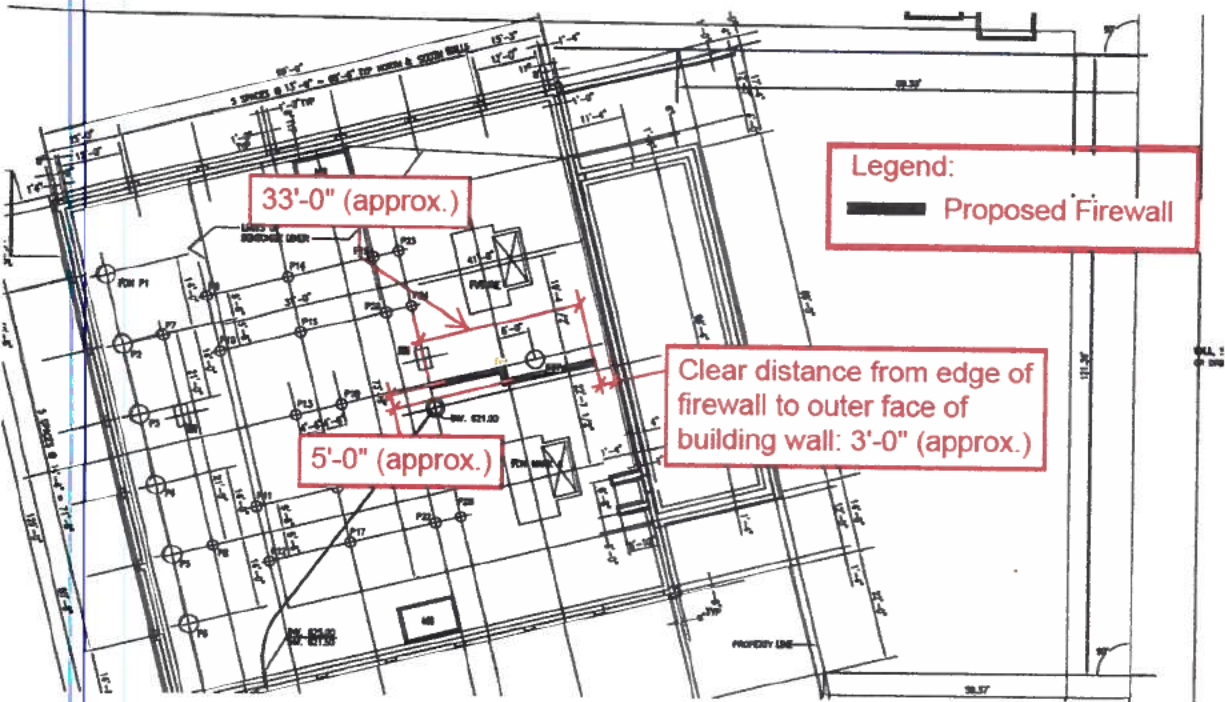
- Bids are valid for 90 days from submission.
- To coordination onsite visit contact Giovanni McLean gmcelan@winnetka.org or 847-716-3270

7. DRAWINGS:

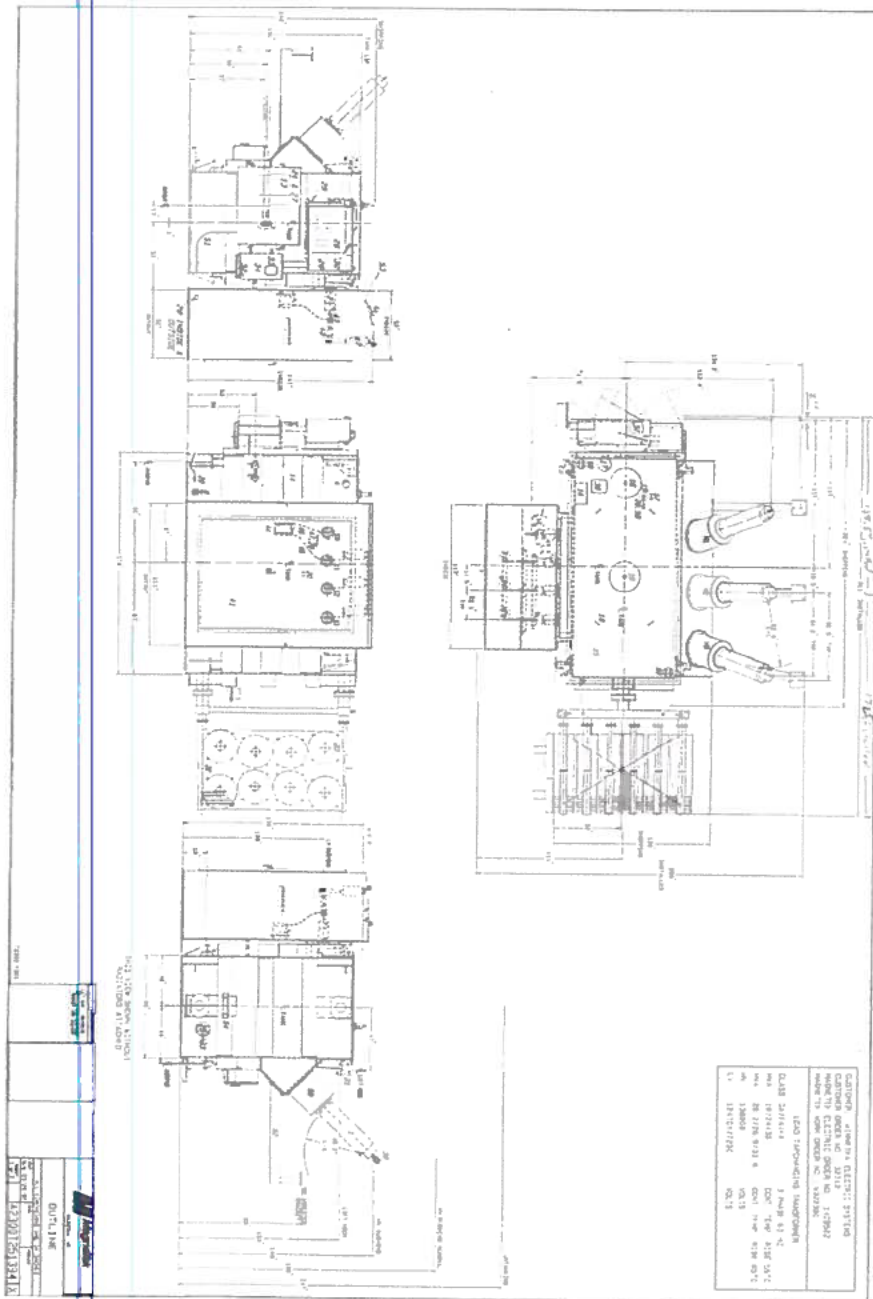
ELECTRICAL LAYOUT



PROPOSED FIREWALL LAYOUT



TRANSFORMER OUTLINE



8. FEE PROPOSAL

COMPANY NAME: OLD CASTLE
CONTACT NAME: STEPHEN KUHN
EMAIL: stephen.kuhn@oldcastle.com PHONE: 470-829-8757

Item	Description of work	COST (\$)
1	Precast Transformer Fire Wall • Drawings and calculation • Lifting camps where applicable • 1-day site supervision (when necessary) • Delivery of wall to job site	67,444 67,477.12
2	Anchor bolts	2345.65
3	Foundation template	incl.

NOTE:

The Village also reserves the right to reduce the work scope due to budgetary constraints

The Village also reserves the right to award individual sections of the projects to the different bidders.

Quoted costs are to be all inclusive for all mobilization cost, equipment, forms, labor, material, tools, machinery, disposal and incidentals for the completion of the project.

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of July 20, 2020.

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

VILLAGE OF WINNETKA

Signature: _____

Printed name: _____

Title: _____

Attachment 3

Sargent & Lundy LLC

January 11, 2021

Mr. Giovanni Mclean, Assistant Director of Water and Electric
Village of Winnetka, Illinois
1390 Willow Road
Winnetka, IL 60093

Re: Transformer Fire Wall Construction
Contract No. 020-011
Village of Winnetka

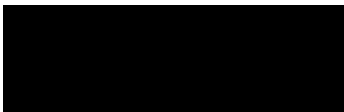
Dear Mr. Mclean:

Bids for the above-referenced project were opened on July 30, 2020. One bid was received. The bid of \$69,816.67 was more than ENGINEER's opinion of probable construction cost (OPCC).

Oldcastle Infrastructure Inc. of Atlanta, Georgia, was the apparent low bidder at \$69,816.67. The bid is deemed to be responsive.

Construction drawings submitted by Oldcastle Infrastructure Inc. of Atlanta, Georgia, meet the specification of the RFB.

Sincerely,



Brian Kelley P.E.
Vice President
Sargent & Lundy

Attachment 4

Giovanni McLean

From: Erik Hanssen <erik@astareg.com>
Sent: Wednesday, November 18, 2020 8:50 AM
To: Giovanni McLean
Cc: Anthony Vasquez
Subject: Re: Transformer Fire Wall Construction

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.

Giovanni,

Oldcastle has agreed to extend the pricing on their bid until 4/15/2021. Based on your anticipated schedule, when would you expect the wall to be ordered?

Regards,

Erik Hanssen

A Star Electric Company

(847) 439-0373 Direct

(847) 452-1512 Mobile

On Nov 18, 2020, at 7:55 AM, Giovanni McLean <GMcLean@winnetka.org> wrote:

Erik,

Per my previous email this project has been delayed to CY2021. We are planning to release the installation RFB in the near future, this hopes to complete this project between March 2021 - May 2021.

Please advise if Old Castle will still maintain the quote through that period. Also expected lead times for product delivery, if are any changes.

Kind regards,

B. Giovanni McLean

Assistant Director of Water and Electric

Village of Winnetka, Illinois

1390 Willow Road

Winnetka, IL 60093

Phone: (847) 716-3270

Email: gmclean@winnetka.org

<Contract - Old Castle.pdf>



Agenda Item Executive Summary

Title: Resolution No. R-11-2021: Contract for a Transformer Firewall Installation at the Northfield Substation (Adoption)

Presenter: Giovanni Mclean - Assistant Director of Water & Electric

Agenda Date: 01/19/2021

Consent: ☒ YES ☐ NO

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

Item History:

The Village Council has previously considered a contract for the construction of a transformer firewall from Oldcastle Infrastructure. Contingent on the Council's approval of that contract, the Electric Fund will need contractor resources for the civil work for the foundation construction and installation of the transformer fire wall at the Northfield Substation.

Executive Summary:

On November 24, 2020 the Village requested bids for the installation of a transformer fire wall at the Northfield Substation. The bid scope includes the civil work required to construct a foundation and install the transformer firewall. The civil work includes hydro-excavating the transformer yard to minimize damage to underground utilities and infrastructure (duct banks, grounding grid, bentonite liner), creating re-bar forms for foundations, pouring concrete, and installation of the wall.

At the bid opening on December 24, 2020 only one bid was received from Lindblad Construction Company of Joliet, Inc in the amount of \$180,566.44. The bidder was required to provide a contract bond and will be required to provide a performance bond.

The Village has not previously worked with Lindblad Construction Company. Sargent & Lundy completed the technical bid analysis of Lindblad Construction Company's bid and confirmed their bid met the construction specification and provided a comment to the rebar design. Lindblad Construction acknowledge and accepted the Engineer comments and advised there would be no increase in cost. Sargent & Lundy has previously worked with Lindblad Construction Company on similar substation construction projects and found them to be a responsible contractor. Staff is recommending the awarding of the transformer fire wall installation project to Lindblad Construction Company.

The FY2021 Electric Fund budget contains \$230,177 (account #500.42.36-660) for the transformer yard and building modification, after the purchase of the transformer fire wall. Resolution No. R-11-2021 authorizes a contract with Lindblad Construction Company of Joliet, Inc, for the installation of the transformer fire wall in an amount not to exceed \$180,566.44.

Recommendation:

Consider adoption of Resolution No. R-11-2021 approving an agreement with Lindblad Construction Company of Joliet, Inc for the installation of a transformer fire wall in an amount not to exceed \$180,566.44.

Attachments:

1. Resolution No. R-11-2021
2. Contract
3. Sargent & Lundy technical bid analysis.
4. Lindblad Construction Company acknowledgment of Sargent & Lundy's comments.

R-11-2021

**A RESOLUTION APPROVING A CONTRACT WITH LINDBLAD CONSTRUCTION COMPANY OF JOLIET, INC. FOR THE INSTALLATION OF
A TRANSFORMER FIRE WALL AT THE NORTHFIELD SUBSTATION**

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 November 24, 2020, the Village issued Bid #020-020 for the installation of a transformer fire wall at the Northfield Substation ("**Request for Bids**"), which work includes hydro-excavating the transformer yard to minimize damage to underground utilities and infrastructure, creating re-bar forms for foundations, pouring concrete and installing a fire wall (collectively, "**Work**"); and

WHEREAS, the Village received one bid ("**Bid**") to provide the Work and opened the Bid on December 24, 2020; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Lindblad Construction Company of Joliet, Inc. ("**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 \$180,566.44 ("**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]

January 19, 2021

R-11-2021

ADOPTED this 19th day of January, 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 #020-020

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Transformer Fire Wall Installation**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **11:30 AM** (local time), **Thursday, December 17, 2020**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

None.

Inspection and Examination

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

Preparation of Contract Proposals

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

Clarifications

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

Delivery of Proposals

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

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

Opening of Contract Proposals

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 December 17th, 2020 at 11:30 a.m. (local time). The details to participate in this call are as follows: Dial 872-240-1274 and enter the Conference ID 299 199 750#.

Withdrawal of Contract Proposals

No contract proposal shall be withdrawn for a period of 90 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: November 24, 2020

Village of Winnetka

By: Anthony Vasquez

Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #020-020

CONTRACT FOR

Transformer Fire Wall Installation

Full Name of Bidder Lindblad Construction Company of Joliet, Inc. ("Bidder")
Principal Office Address 717 E. Cass Street, Joliet, IL 60432
Local Office Address Same
Contact Person Brian Long Telephone Number 815-378-8546

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. 1, 2 [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 **Transformer Fire Wall Installation.**
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 **May 7, 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:

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

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

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

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

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

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

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

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 90 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

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

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

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

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

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

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

Dated: December 24, 2020.

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

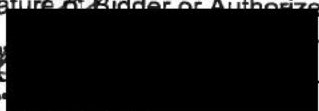
Bidder's Name:

Lindblad Construction Company of Joliet, Inc.

Doing Business As (if different):

N/A

Signature of Bidder or Authorized Agent:



Printed Name: Brian Long

Title/Position: Sr. Project Manager



Bidder's Business Address:

717 E. Cass Street
Joliet, IL 60432

Bidder's Business Telephone: 815-726-6251

Facsimile: 815-723-4907

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

NAME	TITLE	ADDRESS
Tom Lind	President	717 E. Cass Street Joliet, IL 60432
Mark Stadalsky	Vice President	717 E. Cass Street Joliet, IL 60432

ATTACHMENT A: SPECIFICATIONS

1. INTRODUCTION

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to install a prefabricated transformer fire wall. The Village of Winnetka operates a municipal electric system and intends to expand an existing substation. The required services include the construction of the foundation, coordinating delivery and installation of the transformer fire wall.

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

2. PROJECT BACKGROUND

The Village owns a 138kV:12.47kV substation located in Northfield, Illinois. The existing substation is served by a singled 138kV:12.47kV transformer and connected to the 15Kv distribution system. Winnetka has plans to install a second substation transformer in 2021. In preparation for the second transformer, the Village plans to install a transformer fire wall between both locations.

3. SCOPE OF WORK

The installation of a transformer fire wall which includes; the construction of the foundation per the Engineer's specification and the installation of the prefabricated transformer firewall on the foundation.

4. SCHEDULING

- Delivery of Transformer Fire Wall TBD with OldCastle and awarded installation contractor.
- Construction of foundation between March 15, 2021 and April 16, 2021.
- Erection of Transformer Fire Wall between April 16, 2021 and May 7, 2021.
- All construction to be complete before May 7, 2021.

5. CONSTRUCTION OF FOUNDATION FOR THE TRANSFORMER FIRE WALL

- Contractor Responsibilities
 - Schedule on site visit to become fully aware of Substation layout of equipment, structure height, underground conduit and any construction restrictions.
 - Utilize Northfield Load Center Geotechnical Investigation Report, where applicable.
 - Comprehension of the Old Castle Transformer Fire Wall design to determine lifting and installation requirements.
 - Construct the foundation per the Foundation Specification and drawings.
 - Repair any damages to the bentonite linear during construction.
 - Repair any damages to the yard's grounding grid during construction.
 - Where appropriate PPE while working in the Substation yard.
- Village Responsibilities
 - Provide supervised access to substation yard
 - Coordinate isolation of energize equipment when necessary
 - Permits and fees.

6. INSTALLATION OF TRANSFORMER FIRE WALL

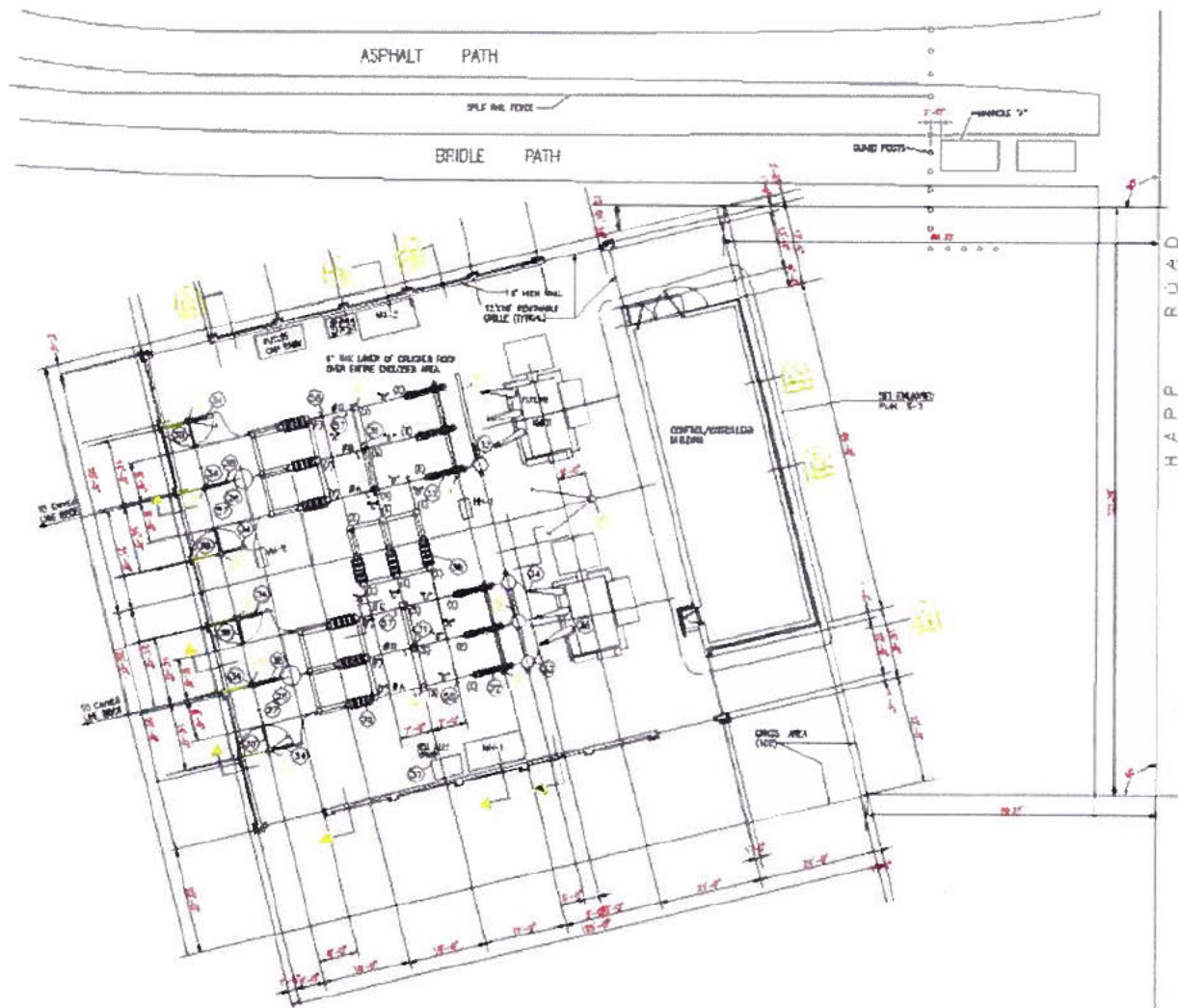
- Contractor responsibilities:
 - Coordinate the delivery and acceptance of prefabricated transformer fire wall with Old Castle
 - Responsible for equipment and coordination to move transformer fire wall from delivery location to the foundation.
 - Responsible for permanent installation of the transformer fire wall, ensuring it meeting manufacturer's recommendation.
- Village Responsibilities
 - Provide supervised access to substation yard
 - Coordinate isolation of energize equipment when necessary

7. ADDITIONAL INFORMATION

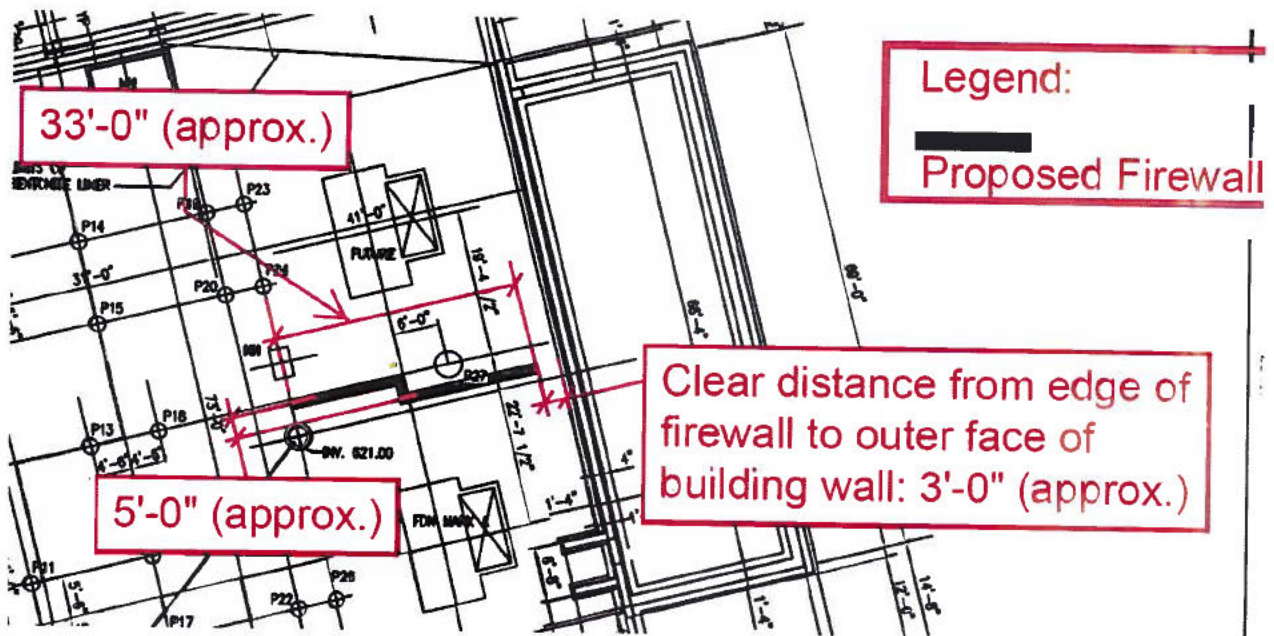
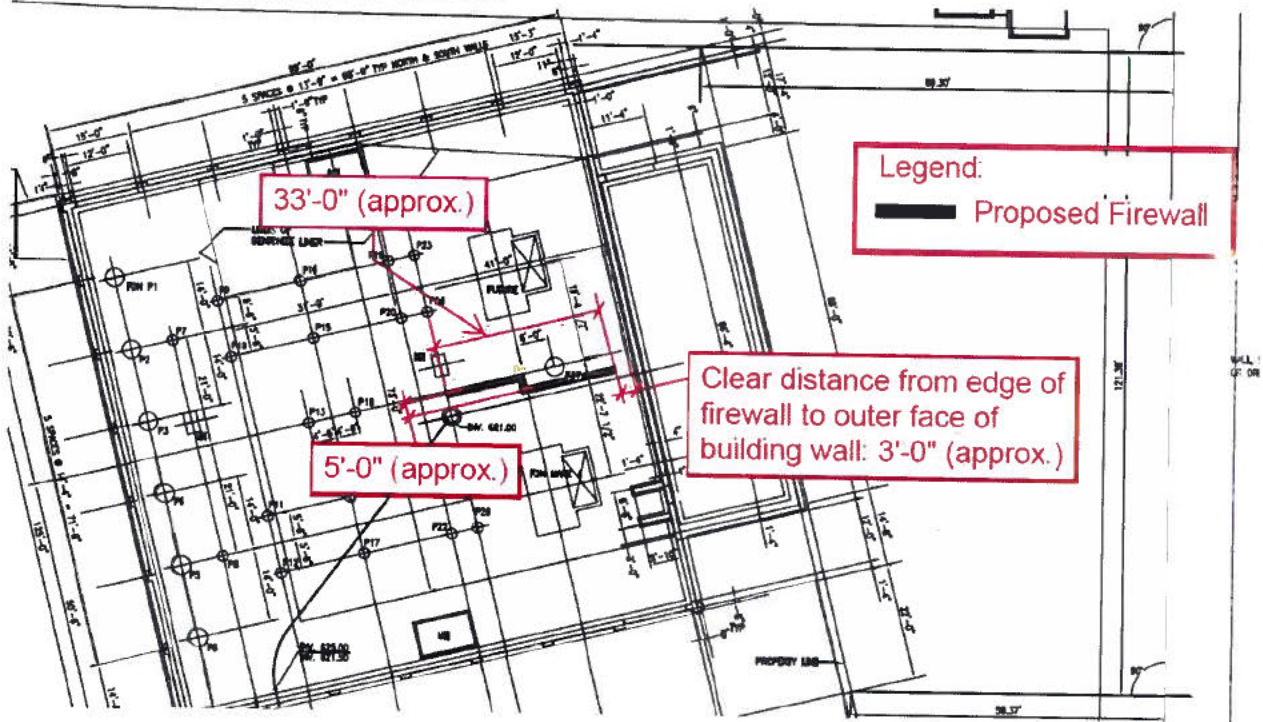
- Bids are valid for 90 days from submission.
- Each bid should include rebar and anchor bolt drawing for review.
- To coordinate an onsite visit contact Giovanni McLean gmcelan@winnetka.org or 847-716-3270

8. DRAWINGS:

ELECTRICAL LAYOUT



PROPOSED FIREWALL LAYOUT



12. FEE PROPOSAL

COMPANY NAME: Lindblad Construction Co. of Tollet, Inc.

CONTACT NAME: Brian Long

EMAIL: brian@lindbladconstruction.com PHONE: 815-328-8546

Item	Description of work	COST (\$)
1	Construction of foundation	157,176.48
2	Installation of Transformer Fire Wall	23,389.96
	Total	180,566.44

NOTE:

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

END OF BID SPECIFICATIONS

**VILLAGE OF WINNETKA
CONTRACT FOR TRANSFORMER FIRE WALL
INSTALLATION**

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

LINDBLAD CONSTRUCTION ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business: General Contractor - Concrete

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u> </u> % Federal	<u>80</u> % As Contractor	<u>80</u> % Bidder's Forces
<u>10</u> % Other Public	<u>20</u> % As Subcontractor	<u>10</u> % Subcontractors
<u>90</u> % Private		<u>10</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 31 years

WORK HISTORY STATEMENT

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>City of Chicago</u>	<u>Masonry</u>	<u>MC 5170.33</u>	<u>9/23/2021</u>
<u>Chicago Heights</u>	<u>Contractor</u>	<u>10635</u>	<u>4/30/2021</u>

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Com Ed</u>	<u>Com Ed</u>	<u>Com Ed</u>
Owner Address	<u>70C 434</u>	<u>TSS 60</u>	<u>55 606</u>
	<u>Hill/Crest, IL.</u>	<u>Absip, IL.</u>	<u>Center St.</u>
Reference	<u>John Yancey</u>	<u>Joe McGowan</u>	<u>Norman Khan</u>
Telephone Number	<u>630-747-4476</u>	<u>630-414-1306</u>	<u>630-670-6778</u>
Type of Work	<u>Cast in place</u>	<u>Cast in place</u>	<u>Cast in place</u>
	<u>precast firewall</u>	<u>Firewall</u>	<u>Firewall</u>

WORK HISTORY STATEMENT

PROJECT ONE

PROJECT TWO

PROJECT THREE

Contractor
(If Bidder was)
(Subcontractor)

Amount of Contract

815,446.04

875,029.28

479,950.39

Date Completed

8/2020

10/2020

9/2020

DATED: 12/24, 2020.

Bidder

Attest

By: _____

By: _____

Title: Project Manager

Title: FIELD SUPERVISOR

Subscribed and Sworn to before me on December 24, 2020.

Notary Public

My commission expires: 3/5, 2022



ACCEPTANCE

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

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

VILLAGE OF WINNETKA

Signature: _____

Printed name: _____

Title: _____

Attachment 3



January 11, 2021

Mr. Giovanni Mclean, Assistant Director of Water and Electric
Village of Winnetka, Illinois
1390 Willow Road
Winnetka, IL 60093

Re: Transformer Fire Wall Installation
Contract No. 020-020
Village of Winnetka

Dear Mr. Mclean:

Bids for the above-referenced project were opened on December 24, 2020. One bid was received. The bid of \$180,566.44 was more than ENGINEER's opinion of probable construction cost (OPCC).

Lindblad Construction Company of Joliet, Inc, was the apparent low bidder at \$180,566.44. The bid is deemed to be responsive.

Construction drawings (anchor & rebar) submitted by Lindblad Construction Company of Joliet, Inc, meet the specification of the RFB, with one comment to the rebar shop drawing "Fire Wall Foundation Plan & Sections" dated 12-30-2020.

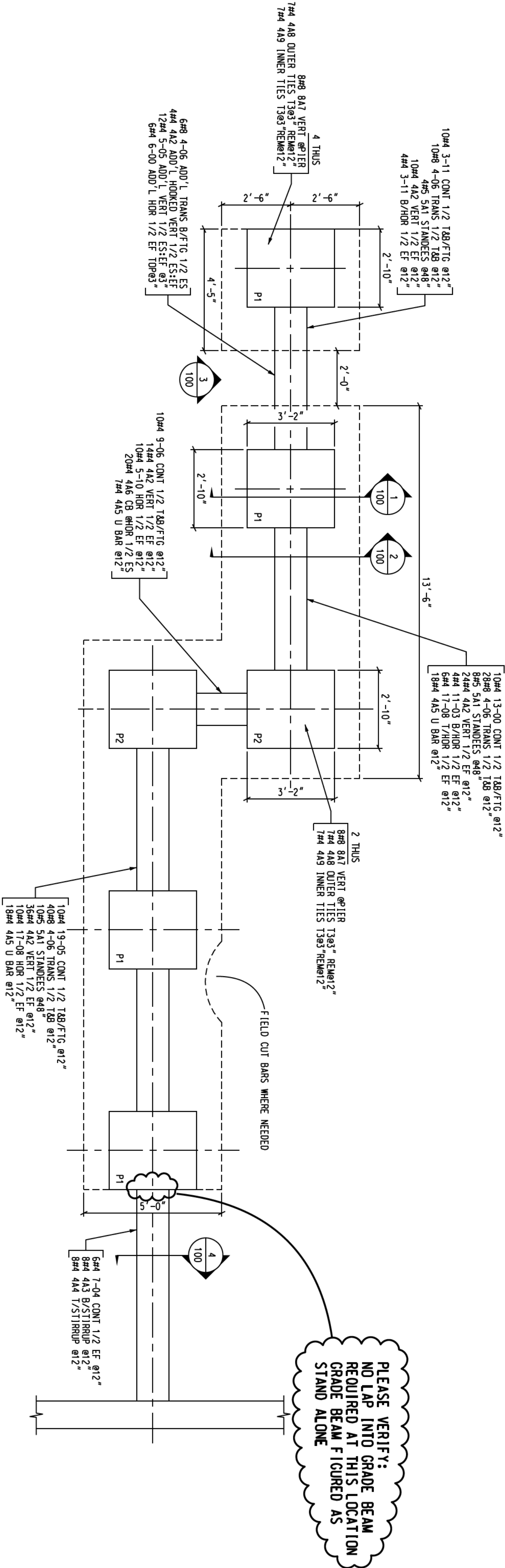
Sargent & Lundy has previously worked with Lindblad Construction Company of Joliet, Inc on projects involving transformer fire wall foundation construction and installation. For those projects, the owner determined Lindblad Construction Company of Joliet, Inc,. to be responsible.

If you determine that Lindblad Construction Company of Joliet, Inc,. is a responsible bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 19 of the Instructions to Bidders.

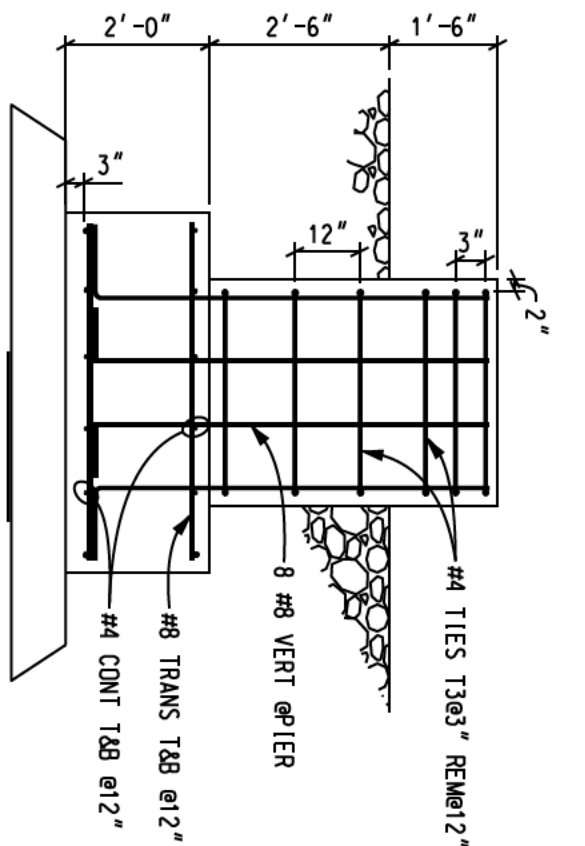
Sincerely,

A solid black rectangular box used to redact the signature of Brian Kelley.

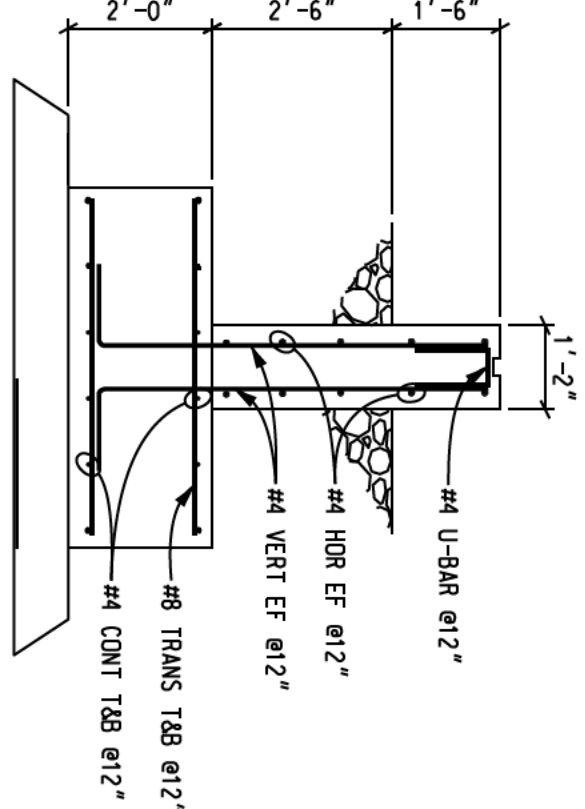
Brian Kelley P.E.
Vice President
Sargent & Lundy



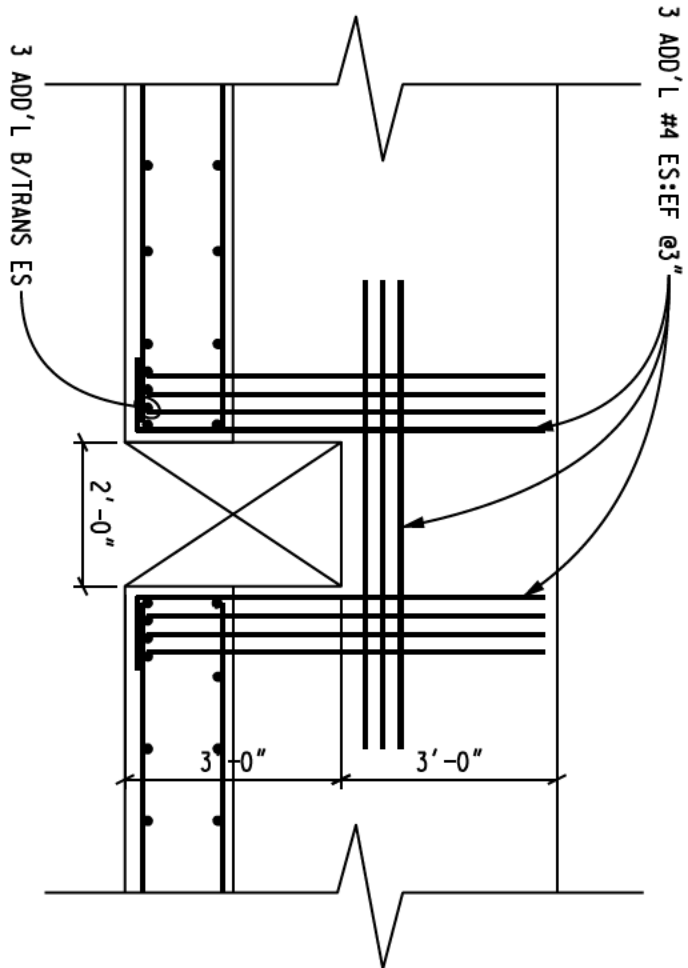
FOUNDATION PLAN
SCALE: X/X" = 1'-0"



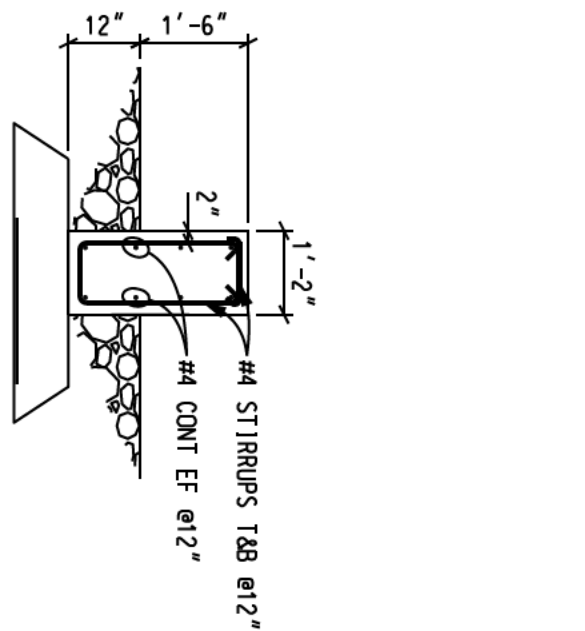
SECTION 1
REF. STRUCTURAL A-A/SK-2
SCALE: 3/8" = 1'-0"



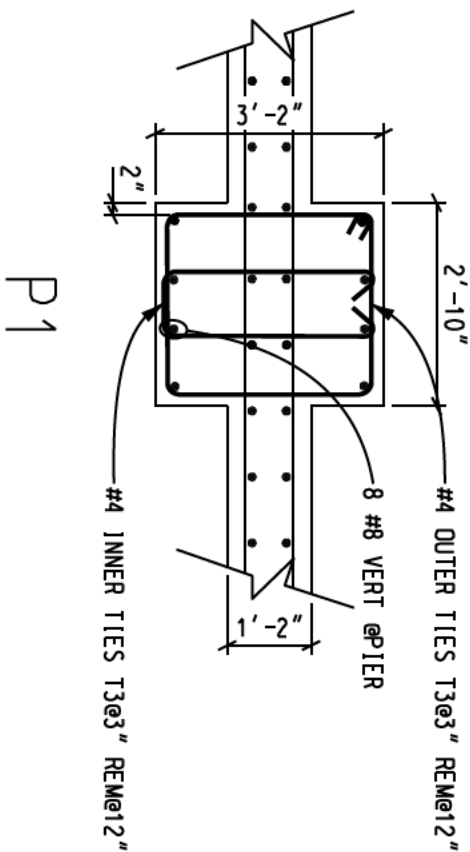
SECTION 2
REF. STRUCTURAL B-B/SK-2
SCALE: 3/8" = 1'-0"



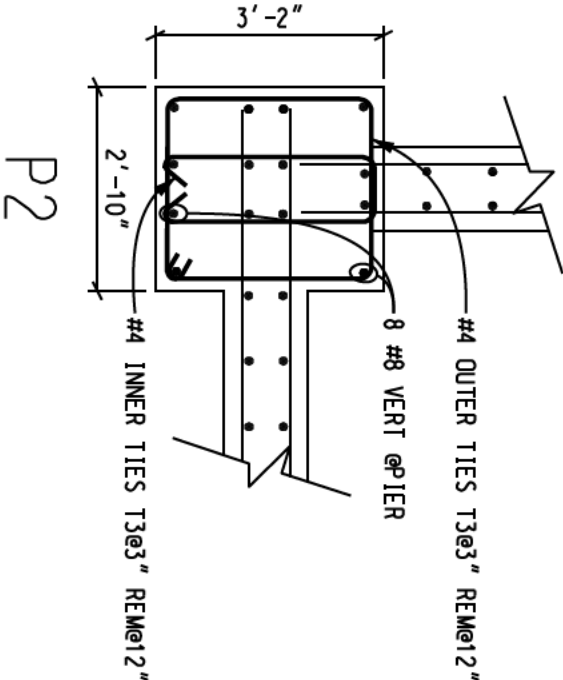
SECTION 3
REF. STRUCTURAL C-C/SK-2
SCALE: 3/8" = 1'-0"



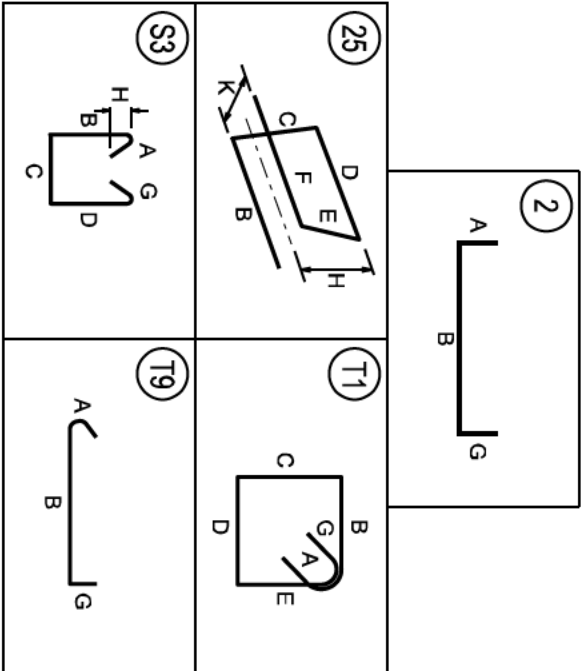
SECTION 4
REF. STRUCTURAL D-D/SK-2
SCALE: 3/8" = 1'-0"



SECTION 5
REF. STRUCTURAL 1A/SK-3
SCALE: 3/8" = 1'-0"



SECTION 6
REF. STRUCTURAL 2-A/SK-3
SCALE: 3/8" = 1'-0"



THEO SIZE	LENTH	EP	BAR MARK	BND TYP	CD	BENDING DIMENSIONS											
						A	B	C	D	E	F/R	G	H	J	K	O	
8	6'-09"	8A7		2	1-04	5-052		1-06	1-041	0-06	1-041	1-06		1-04		0-062	
5	6'-02"	5A1		25				1-06									
4	6'-01"	4A2		2	0-08	5-052											
4	5'-11"	4A3		S3	0-043	2-02	0-10	2-02					0-043	0-032			
4	1'-07"	4A4		T9	0-043	0-10							0-043				
4	3'-10"	4A5		2	1-06	0-10							1-06				
4	3'-00"	4A6		2	1-06	1-06											
4	11'-05"	4A8		T1	0-043	2-06	2-10	2-06	2-10				0-043				
4	7'-03"	4A9		S3	0-043	2-10	0-10	2-10					0-043	0-032			

ABBREVIATIONS										BAR INFORMATION		
TOP	BAR	END	TYPE	NOTE	REMARKS	REMARKS	REMARKS	REMARKS	REMARKS	BAR SIZE	LAP	SPICE
ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	#3	14"	
ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	#4	18"	
ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	#5	24"	
ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	#6	27"	
ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	#7	32"	
ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	#8	41"	
ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	#9	41"	
ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	#10	46"	
ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	ADD'L	#11	51"	

DRAWING DATE NOTES

ALL WORK DONE ON THESE REBAR DRAWINGS ARE BASED OFF STRUCTURAL DRAWINGS DATED 8-25-2020.

DRAWN BY: C. U. DEIL

DATE: 12-30-2020

REVISIONS:

JOB NUMBER: 15310168

SHEET NUMBER: 100



HARRIS REBAR ROCKFORD INC.
NATIONAL STRENGTH. LOCAL SERVICE.
6448 Irene Road • Belvidere, Illinois 61008
Phone: 815-547-8998 • Fax: 815-547-0727

VILLAGE OF WINNETKA
TRANSFORMER
WINNETKA, IL

TITLE : FIRE WALL FOUNDATION PLAN & SECTIONS
ARCH'T OR ENG'R : SARGENT & LUNDY
CONTRACTOR : LINDBLAD CONSTRUCTION

THIS DRAWING ISSUED FOR PLACEMENT OF REINFORCING STEEL ONLY. USE IN CONJUNCTION WITH STRUCTURAL DRAWINGS.

From: Brian Long <Brian@lindbladconstruction.com>
Sent: Monday, January 11, 2021 11:45 AM
To: Giovanni McLean
Cc: Lynn Bates
Subject: Re: REBAR DWG review complete - 100 Rebar Shop Vill of Winnetka - WEK.pdf

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.

Giovanni,

There will be no cost impact. Can we instruct the rebar fabricator to fabricate based on your comments once we receive a Notice To Proceed from you?

Thank You,

Brian Long
LINDBLAD CONSTRUCTION
COMPANY OF JOLIET, INC
Office (815) 726-6251
Cell (815) 378-8546
Fax (815) 723-4907

On Mon, Jan 11, 2021 at 11:21 AM Giovanni McLean <GMcLean@winnetka.org> wrote:

Brian,

We are a little pressed for time so will need a response as soon as possible.

Attached is the revised rebar drawing/document from Sargent & Lundy. There was one revision regarding a #6 rebar that should be #8.

Please confirm you are in agreement with this revision and there is no escalation in price.

Look forward to your response.

Kind regards,



Agenda Item Executive Summary

Title: Ordinance No. MC-1-2021: Amending Liquor Code (Introduction / Adoption)

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

Agenda Date: 01/19/2021

Consent: ☐ YES ☒ NO

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

Item History:

None

Executive Summary:

Good Grapes currently holds an E-2 liquor license, which authorizes the retail sale of fine wines, premium imported beer and domestic craft beer at a specialty beverage store.

Good Grapes is seeking an opportunity to sell other liquor products in addition to fine wines and beer. Examples of such products are premium scotch and ready to drink cocktails. Under the current definition of a Class E-2 license, Good Grapes is not be eligible to sell liquor products beyond fine wines and beer.

The Village Attorney prepared a draft proposed amendment that would update the definition of a Class E-2 liquor license under Chapter 5.09.100 of the Village Code to allow for the sale of liquor beyond fine wines and beer. The amendment includes a limitation on the amount of retail space allocated for liquor products that are not currently included in the E-2 license. Under the proposed amendment, the retail display area devoted to the sale of spirits shall not exceed 20% of the total retail liquor display area.

Recommendation:

Consider waiving introduction of Ordinance No. MC-1-2021 and adopt the Ordinance OR consider only introduction of Ordinance No. MC-1-2021.

Attachments:

Ordinance No. MC-1-2021

ORDINANCE NO. MC-1-2021

AN ORDINANCE
AMENDING SECTION 5.09.100 OF THE WINNETKA
VILLAGE CODE CONCERNING CLASS E-2 LIQUOR LICENSES

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 has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Chapter 5.09 of the Winnetka Village Code, as amended ("***Village Code***"), regulates the sale and consumption of alcoholic beverages in the Village; and

WHEREAS, pursuant to Section 5.09.100 of Village Code, Class E-2 Liquor Licenses ("***E-2 License***") authorize the retail sale of fine wines, premium imported beer and domestic craft beer at a specialty beverage store, subject to certain conditions and limitations; and

WHEREAS, the Village desires to permit recipients of E-2 Licenses to offer, in addition to beer and wine, spirits, including pre-mixed cocktails, but not in such a way as to allow a licensee to operate as a traditional full-service liquor store; and

WHEREAS, the Village further desires to amend Section 5.09.100 in order to permit recipients of E-2 Licenses to sell spirits, provided however, that such sales may not occupy in excess of 20% of a licensee's liquor display area; and

WHEREAS, the Council of the Village of Winnetka ("***Village Council***") has determined that it is in the best interest of the Village to amend Section 5.09.100 of Village Code as set forth in this Ordinance;

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

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

SECTION 2: AMENDMENT TO SECTION 15.09.100 OF THE VILLAGE CODE. Section 5.09.100, titled "Classification of Licenses," of Chapter 5.09, titled "Liquor Control Regulations," of the Village Code shall be amended to read as follows:

"Section 5.09.100 Classification of Licenses.

* * *

Class E-2 Licenses. Class E-2 licenses authorize the retail sale of fine wines, premium imported beer and domestic craft beer, **and spirits** at a specialty beverage store, subject to the following conditions:

{00118528.1}

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

1. Except as provided in paragraphs 2 through ~~56~~ of this subsection, wines, ~~and beers,~~ **and spirits** must be sold in their original packages, for consumption only off the premises where sold.
2. The limited tasting of small quantities of varieties of fine wine, imported beer, ~~and domestic craft beer,~~ **and spirits** shall be permitted on the licensed premises, subject to the following conditions:
 - a. The tasting shall be provided at a counter identified and used solely for that purpose.
 - b. The licensee may charge a fee for such tastings; provided, that the fee shall be applied to the contemporaneous purchase of a fine wine, imported beer or domestic craft beer, **or spirits**.
 - c. All tasting samples shall be served in ~~winery~~ tasting glasses **and shall not exceed the limits in number or size set forth in the Illinois Liquor Control Act.**
 - ~~d. No more than four tasting samples shall be served to any person, regardless of the type or types of beverages sampled.~~
 - ed.** No signage on the premises shall advertise the availability of samples.
3. The tasting of varieties of fine wine, imported beer, ~~and domestic craft beer,~~ **and spirits** shall be permitted at private events, subject to the following conditions:
 - a. The event must require advance registration, which shall include a fixed-price registration fee.
 - b. The store must be closed to the general public during the event.
 - c. The event must be for the purpose of providing instruction pertaining to the production, qualities, selection and use of fine wines, imported beers, ~~or domestic craft beers,~~ **or spirits**.
 - d. The class or event must have a written agenda or curriculum.
 - e. The class or event must end by 9:00 p.m.
4. The retail display area devoted to the sale of beer shall not exceed 10% of the total retail display area.

5. The retail display area devoted to the sale of spirits shall not exceed 20% of the total retail display area.

- 56.** In addition, a Class E-2 licensee shall be permitted to serve fine wine, imported beer, ~~and~~ domestic craft beer, **and spirits** for immediate consumption on the licensed premises, subject to the following conditions:
- a. Such service must be incidental and complementary to the concurrent service of meals sold for consumption on the premises by patrons seated at tables.
 - b. The meals may be pre-packaged meals that are prepared off-premises.
 - c. The meals shall be served using non-disposable dishes, glassware and utensils.
 - d. The meals shall not be served at a bar or counter.
 - e. The table seating area must be separated from the retail area of the license premises by a rail or similar means to segregate it from the retail area of the license premises, but shall not be located in a separate room.
 - f. The table seating area must not exceed 30% of the total interior area of licensed premises open to patrons, not including restrooms.
- 67.** No tobacco product of any kind shall be sold or offered for sale on the licensed premises.
- 78.** The areas of the licensed premises shall not be more than two thousand, five hundred (2,500) square feet, excluding storage areas not accessible to customers.
- 89.** Except as provided in paragraph 3(e) of this subsection O, the hours of sale and service of alcoholic beverages under a Class E-2 license shall be as provided in section 5.09.250 of this chapter.

SECTION 3: 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 4: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

{00118528.1}

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

PASSED this ____ of _____, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2021.

Signed:

Village President

Countersigned:

Village Clerk

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

Introduced: _____, 2021

Passed and Approved: _____, 2021



Agenda Item Executive Summary

Title: Resolution No. R-8-2021: Contract for the Repair of Feedwater Pump (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 01/19/2021

Consent: ☐ YES ☒ NO

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

Item History:

On December 1, 2020 the Village Council adopted Resolution No. R-75-2020, waiving bidding and awarding a contract to the Progress Group, Inc. for the feedwater pump repair. The pump has been partially disassembled and additional repairs are required before the pump can be returned to service.

Executive Summary:

In December 2020, the Council awarded a contract to The Progress Group for the repair of a boiler feedwater pump (Unit #7), which started to exhibit signs of a seal leak during the summer and which worsened during a maintenance run in October. The repair was originally anticipated to cost \$33,741. The pump has been partially disassembled; however, additional repairs are required before it can be returned to service.

Based on an estimated repair cost of \$158,741, staff halted any further work on the pump until such time that an additional estimate could be secured for the required repairs along with a funding authorization from the Village Council. Staff requested a repair estimate from Pivotal Pumps (a division of Power Test, Inc.), another facility that repairs power plant equipment. On January 6th, the vendor inspected the partially disassembled pump at the Electric Plant. Power Test's quoted cost to repair the pump is \$86,589 which is significantly less than the initial repair estimate from The Progress Group and includes contingency for the replacement of the impellers. The total cost of the pump repair is estimated at \$112,839; this includes \$26,250 of labor and material already expended by The Progress Group.

Based on less than a one-year payback period in capacity credits contained in the wholesale power agreement and the identification of budgetary offsets and/or deferrals, staff recommends proceeding with repairs to the pump using Power Test, Inc. The attached Agenda Report provides additional detail on the repair of the boiler feedwater pump.

Recommendation:

Consider adoption of Resolution No. R-08-2021 waiving formal bidding and awarding a contract to Power Test, Inc. for the repair of the feedwater pump.

Attachments:

1. Agenda Report dated January 12, 2021
2. Quotation from Pivotal Pumps (division of Power Test, Inc.)
3. Resolution No. R-8-2021

Attachment 1

Agenda Report

Subject: Resolution No. R-08-2021: A Resolution Waiving Formal Bidding And Awarding A Contract to Power Test, Inc. For The Repair of Feedwater Pump (Adopt)

Prepared by: Brian Keys, Director of Water & Electric

Ref.: December 1, 2020 Council Meeting, pp. 31-43

Date: January 11, 2021

Executive Summary:

In December 2020, the Council awarded a contract to The Progress Group for the repair of a boiler feedwater pump (Unit #7). The pump started to exhibit signs of a seal leak during the summer generation period which worsened during a maintenance run in October 2020. The repair was originally anticipated to cost \$33,741. The pump has been partially disassembled and additional repairs are required before the pump can be returned to service.

Based on an estimated repair cost of \$158,741, staff halted any further work on the pump until such time that an additional estimate could be secured for the required repairs along with the required funding authorization from the Village Council. Staff requested a repair estimate from Pivotal Pumps (division of Power Test, Inc.), another pump repair facility that repairs power plant equipment. On January 6th, the vendor inspected the partially disassembled pump at the Electric Plant. Power Test's quoted cost to repair the pump is \$86,589 which is significantly less than the initial repair estimate from The Progress Group and includes contingency for the replacement of the impellers. The total cost of the pump repair is estimated to cost \$112,839. This includes \$26,250 of labor and material already expended by The Progress Group.

The pump is one of three boiler feedwater pumps used to supply the four steam boilers. With the boiler feedwater pump out of service, available generation output from the three steam turbines is reduced by 7.8 MW. A permanent reduction in the Village's net capacity will result in a reduction of capacity credits from the Village's wholesale power provider, Illinois Municipal Electric Agency (IMEA). On annual basis, the three steam turbines generate \$1,219,200 of capacity credits, lowering the Village's wholesale electric cost. The reduction in output would reduce the capacity credits by \$374,400.

Based on less than a one-year payback period and the identification of budgetary offsets and/or deferrals, staff is recommending proceeding with repairs to the pump using Power Test.

Background:

The Electric Plant utilizes three boiler feedwater pumps to supply the four steam boilers. The water supplied is the returning condensate produced as a result of the condensation of the steam. These pumps are high pressure units used to maintain the water levels in the boilers at various operating loads. All three pumps are required to operate the three steam turbines at peak output levels.

During the summer generation season, a boiler feedwater pump (Unit #7) started to exhibit a small leak in the outboard mechanical seal, but the unit was deemed operable. During a maintenance generation run in October 2020, the inboard mechanical seal also started to leak. To avoid an unplanned reduction of generating capacity during peak generation periods, staff recommended proceeding with the repair of the pump over the winter months.

At the December 1, 2020, the Village Council adopted Resolution No. R-75-2020, A Resolution Waiving Formal Bidding And Awarding A Contract To the Progress Group, Inc. For The Repair Of A Feedwater Pump. A contract in the amount not to exceed \$33,741 was awarded for the repair of the pump.

The Progress Group secured the replacement seals and attempted to repair the pump on December 21, 2020. The vendor was unable to remove the seals from the pump on site at the Electric Plant as originally planned. The pump was transported to their repair facility for partial disassembly to facilitate the removal of the deteriorated seals. Upon visual inspection of the pump's internal casing, the vendor found that the upper and lower half casings have several areas of washout in the stationary component fits and the shaft has erosion in the seal area. The "washout" is attributed to a poor fit on the stationary components to the casting and will continue to worsen causing complete failure of the pump unless repaired. The erosion on the shaft will not allow the new seals to properly seal unless the shaft is replaced.

The Progress Group has the capability to repair the pump and provided two repair options. The first option was to proceed with replacement of the deteriorated shaft and seals for an estimated cost of \$56,581 (includes initial award of \$33,741). This would not address the washout areas of the casing and deemed to be a short-term fix. The vendor indicated that the pump would continue to deteriorate and ultimately fail. The contractor was unable to provide an estimate of the pump's remaining life and no warranty was extended for this repair option.

The second repair option was to rebuild the pump. This included welding and machining of the case, a new shaft, replacement wear rings, and the replacement of seals. This work was estimated at \$158,741 (includes the initial award of \$33,741). This repair would be warranted for one year. The estimated repair cost did not include replacement of any internal impellers

that may be required after the pump is completely disassembled and evaluated. Evaluation of the impellers cannot be performed until the pump is fully disassembled and analyzed.

Due to the estimated amount of the repair, staff halted any further work on the pump. On January 6th, staff retrieved the pump from the Progress Group's repair facility in Indiana. Power Test was asked to examine the pump and provide a quotation for the repair. This firm previously quoted the original seal project in December 2020. On January 6, 2021, representatives from Power Test examined the partially disassembled pump at the Electric Plant. Pivotal Pump has proposed rebuilding the pump at a cost of \$86,589 (reference Attachment #1). This cost includes using the seals and bearings already purchased by the Progress Group. Power Test has also included the cost of impeller replacement in the total cost. If the existing impellers can be re-used, the repair cost would be reduced by \$20,320. Lead time for the repair is 8 weeks if the existing impellers can be re-used and 16 weeks if new impellers are required. The vendor is warranting the repair work for one year.

The total cost of the pump repair is summarized as follows:

Work and material performed by Progress Group, Inc.	\$26,250.00
Power Test – Quotation (with impellor)	\$77,789.00
Power Test – Installation and alignment of pump	<u>\$8,800.00</u>
	\$112,839.00

Water & Electric has not previously utilized Power Test. The vendor provided several references for boiler feedwater pump repair projects at investor-owned generating stations, of which one was a nuclear power plant. The Electric Plant Superintendent received favorable feedback on the vendor's performance.

Generation Impact:

The pump is one of three boiler feedwater pumps used to supply the four steam boilers. With the boiler feedwater pump out of service, available generation output from the three steam turbines is reduced from 25.4 MW to 17.6 MW. A reduction of 7.8 MW.

As the pump's repair was originally planned for one day, no extended equipment outage was scheduled with the Village's wholesale power provider, IMEA. Staff has requested and received approval from IMEA for an extended outage of the boiler feedwater pump up to the start of the summer generation period on May 15, 2021. This approval recognizes that the Village's generation output will be de-rated until the repairs are completed. If repairs extend into the summer generation period, the Village would be subject to a reduction in capacity credits in accordance with the provisions of IMEA's Generating Policy.

A permanent reduction in the Village's net capacity will result in a reduction of capacity credits from the Village's wholesale power provider, Illinois Municipal Electric Agency (IMEA). On annual basis, the three steam turbines generate \$1,291,200 of capacity credits. The reduction in output would reduce the capacity credits by \$374,000. The feedwater pump supports the turbine generating units contained in the Village's generation agreement with IMEA, which ends in the year 2035.

Budget Impact:

The repair of this boiler feedwater pump is not funded in the 2021 Electric Fund Budget. To fund the pump repair, staff has identified the offsets and/or deferrals in the Electric Fund Budget as listed below.

Description	Amount Available For Offset
SCADA Software Support Renewal: Renew agreement for 1 year vs. 3 years. Budgeted: \$40,000	\$27,408.00
Turbine Header Valve Replacement: Work completed in 2020, re-budgeted to ensure completion. Budgeted: \$35,000	\$35,000.00
Boiler Blow Down Line Replacement: Favorable bids received and project can be scaled down. Budgeted: \$70,000	\$10,723.00
Replacement of relay protection battery bank: Favorable bids received. Budgeted: \$25,000	\$12,300.00
If necessary, utilize portion of funding intended for valve and piping repairs. Budgeted: \$10,000	\$1,158.00
	\$86,589.00

Based on the identified budgetary offsets, the emergent pump overhaul is not anticipated to have a significant impact on adherence to year end operating expenses for the fiscal year. The repair cost would be charged to the *Boilers & Turbines, Operations & Maintenance* account (#500.41.28-567).

Work completed by the Progress Group in December 2020 will be accounted in the accruals for the 2020 Electric Fund Budget. The vendor expended \$26,250 in material and services prior to the work being halted.

Resolution No. R-08-2021, prepared by the Village Attorney, waives the requirement for formal bidding and approves a contract with Power Test, Inc. for the pump repair in an amount not to exceed \$86,589.

Recommendation:

Consider adoption of Resolution No. R-08-2021; A Resolution waiving formal bidding and awarding a contract to Power Test, Inc. for the repair of the feedwater pump.



Attachment 2

N60 W22700 Silver Spring Drive
Sussex, WI 53089 USA
Phone: (262) 252-4301
Fax: (262) 246-0436
www.pivotalpumps.com

Quotation Prepared For:
Village of Winnetka- Electric
Plant
510 Green Bay Rd
Winnetka, IL 60093
USA
James Olson
jolson2@winnetka.org

Cust ID: 022145
Reference Quote: QT14675

Quotation Date: 12/30/2020
Expiration Date: 3/9/2021
Quote Revision Date: 1/8/2021
Single Phase:
Three Phase:

PART NO	QTY	DESCRIPTION	PRICE EACH	PRICE TOTAL
	1.00	Not To Exceed Price: Disassembly of Pump Glass-bead blast cleaning of all components Dimensional and visual inspection of all components As-Found Inspection Report Qty (1) New shaft Qty (6) New Impellers Qty (1) New Balance Drum Qty (12) New Impeller Wear Rings Qty (1) New Casing Gasket Qty (3) New Bearings (Customer Supplied) Qty (2) New Mechanical Seals (Customer Supplied) Re-machine Balance Disc Re-machine Casing Rings Weld, grind and re-machine Casing Painting of Pump Reassembly of Pump As-Built Inspection Report **If new Impellers are not required, a CREDIT of \$20,320 will apply** **If new Impellers are needed, leadtime changes from 8 weeks to 16 weeks**	77,789.00	\$77,789.00
	1.00	Installation of Pump at Village of Winnetka Power Plant Coupling and Laser Alignment to Motor Start-up Support Field Service Final Report	8,800.00	\$8,800.00

Total: \$86,589.00

Lead Time: 8 Week(s) after order acceptance
Payment Terms: Net 30 Days
Sales Rep: Steven Brown -

TERMS AND CONDITIONS

- Power Test Inc. DBA Pivotal Pumps reserves the right to charge a 3% service fee for all credit card orders.
- Freight is not included unless otherwise specified in quote: International shipments per INCOTERMS 2010 CIP via Any Port, North America. Domestic as required from Dock, Sussex, Wisconsin, USA.
- Prices do not include tariffs, shipping, handling, service charges, taxes and/or fees (if applicable) unless otherwise specified in quote.



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Sussex, WI 53089 USA
Phone: (262) 252-4301
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Quotation Prepared For:
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Quote Revision Date: 1/8/2021
Single Phase:
Three Phase:

PART NO	QTY	DESCRIPTION	PRICE EACH	PRICE TOTAL
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- 4 Power Test Inc. DBA Pivotal Pumps shall not be liable for any failure to perform its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Purchaser, acts of civil or military authority or other circumstances beyond its reasonable control.
- 5 Quote does not include costs for Certificate of Origination, Existence or Good Standing, other certificates, or courier costs for documentation shipped separate from the equipment. All charges will be billed separately.
- 6 Unless otherwise indicated, prices do not include travel expenses for service visits.
- 7 Order subject to restocking and cancellation charges.
- 8 All pricing indicated in United States Dollars.
- 9 Power Test Inc. DBA Pivotal Pumps warrants, to the Original Purchaser, its Product/Repair (equipment, accessories, and parts) for a period of twelve (12) months from equipment installation, against defects in design, materials and workmanship, regardless of storage duration.
- 10 Power Test Inc. DBA Pivotal Pumps, to the best of its knowledge, is complying with the Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations thereunder.
- 11 Issuance of a purchase order constitutes acceptance of the above Power Test Inc. DBA Pivotal Pumps Terms and Conditions.
- 12 In the event that the order shipment is delayed more than 30 days from original agreed-to ship date due to customer delays, Power Test Inc. DBA Pivotal Pumps reserves the right to assess storage fee charges equal to 1% of total equipment purchase/repair price per month of delay.

R-08-2021

A RESOLUTION WAIVING BIDDING AND AWARDING A CONTRACT TO POWER TEST, INC. FOR THE REPAIR OF A FEEDWATER PUMP

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

WHEREAS, the Village has three boiler feedwater pumps ("**Pumps**") to supply its steam boilers at the Village Electric Plant; and

WHEREAS, in October 2020, the Village identified failed mechanical seals on one of the Pumps requiring emergency repair ("**Work**"); and

WHEREAS, on December 1, 2020, pursuant to Resolution No. R-75-2020, the Village awarded a contract for the Work to Progress Group, Inc ("**Progress Group**"); and

WHEREAS, in course the course of completing the Work, Progress Group disassembled the defective Pump and identified the need to complete additional repairs that were not known when the Village awarded the contract for the Work ("**Additional Work**"); and

WHEREAS, due to the emergency nature of the Work, the Village does not have time to put the Additional Work out for bid; however, the Village has received quotes for the Additional Work from two firms; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) award a contract to Pivotal Pumps, a division of Power Test, Inc. ("**Contractor**") for the completion of the Additional Work, as well as the remaining Work that has not yet been completed by Progress Group (collectively, the "**Services**"), for a total amount not to exceed \$86,589; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual; and (ii) award a contract to Contractor for the Services;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the

Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Services.

SECTION 3: APPROVAL OF AGREEMENT. The Village Council hereby approves the contract for the Services in an amount not to exceed \$86,589 and in substantially the form attached as **Exhibit A**, and in a final form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

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

ADOPTED this 19th day of January, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

Contract

VILLAGE OF WINNETKA
CONTRACT FOR
REPAIR OF BOILER FEEDWATER PUMP #7

Full Name of Contractor: **Power Test, Inc. ("Contractor")**

Principal Office Address: **N60 W22700 Silver Spring Drive, Sussex, WI 53089**

Contact Person: **Steven Brown**

Telephone Number: **(262) 252-4301**

TO: Village of Winnetka ("**Village**")
510 Green Bay Road
Winnetka, Illinois 60093
Attention:

1. Work

A. Contract and Work. Contractor 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, to 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, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for:

Repair of boiler feedwater pump #7, Winnetka, Illinois ("**Work Site**"), all as more fully detailed in the proposal attached hereto and incorporated herein as **Exhibit A** ("**Work**").

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 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; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, 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. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications in Exhibit A.

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

D. Inspection/Testing/Rejection. Village 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 Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and the Village, without limiting its other rights or remedies, may require correction or replacement at Contractor'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 Contractor 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 Contractor's expense and risk.

2. Contract Price

The Contractor 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, the total Contract Price of:

TOTAL CONTRACT PRICE: \$86,589.00

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. The Village 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; and
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.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be within 30 days after receiving an invoice from Contractor and the Work is completed.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

Contractor shall commence the Work in accordance with a schedule agreed to between Contractor and the Village provided Contractor shall have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract ("**Commencement Date**"). Contractor shall perform the Work diligently and continuously and shall complete the Work not later than March 26, 2021 unless new impellers are required, then not later than May 14, 2021 ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. Financial Assurance

A. Bonds. Contractor proposes, and agrees, that Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the execution of this Contract by both parties.

B. Insurance. Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the execution of this Contract by both parties. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages 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 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive 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. Comprehensive 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.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. Contractor shall indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) 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, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

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

5. Contractor's Representations and Warranties

In order to induce the Village to accept this Contract, Contractor represents and warrants as follows:

A. The Work. The Work, and all of its components: (1) will be of merchantable quality; (2) will be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) will strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in this Contract; and (4) will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed under this Contract will be in addition to any other warranties expressed or implied by law, which are reserved unto the Village. Contractor, promptly and without charge, will correct any failure to fulfill the warranty provided in this Section 5 at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in this Contract or by law. The warranty provided in this Section 5 will 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 will be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 5.A relates only to the specific obligation of Contractor to correct Work and will not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, will be provided, performed, and completed in compliance with, and Contractor 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.* any other prevailing wage laws; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.* or any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "Act"). Contractor agrees to pay its laborers, workers, and mechanics performing the Work no less than the current prevailing rate of wages as required by the Act. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Contractor and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (ii) 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 (iii) 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. Contractor 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 Contractor 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. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth in Section 3.

F. Authority to Execute. By submitting its contract proposal, Contractor represents and warrants that the person(s) executing this Contract on its behalf have been given the authority to do so by the Contractor. This representation may not be modified by any amendment to, or strike-through of, the contract proposal.

G. Sexual Harassment Policy. Contractor warrants, represents and certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

H. Substance Abuse Prevention Program. Contractor warrants, represents and certifies that it has a program in place that meets or exceeds the program requirements of the Substance Abuse Prevention Program on Public Works Projects Act, 820 ILCS 265, and, if awarded the Contract for the Work, will file a copy of the program with the Village prior to the Commencement Date.

6. Acknowledgements

Contractor acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

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

C. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise references in this Contract to days shall be construed to refer to calendar days and time.

D. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the

Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village 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 Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

E. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

F. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

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

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

I. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

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

would conflict in any manner or degree with the performance of the obligations under this Contract.

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

L. Conflicts; Exhibits. If any term or provision in this Agreement conflicts with any term or provision of an attachment or exhibit to this Contract, the terms and provisions of this Contract shall control.

DATED this _____ day of _____, 2021.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

Pivotal Pump

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

SPECIFICATIONS

Provide labor, material, equipment and transportation to repair Byron Jackson boiler feedwater pump (unit #7).

Contractor to remove pump, repair, re-install, align and perform any additional commissioning services required to return the unit to service.

Work to be performed includes the following:

Disassembly of Pump
Glass-bead blast cleaning of all components
Dimensional and visual inspection of all components
As-Found Inspection Report

Qty (1) New shaft
Qty (6) New Impellers
Qty (1) New Balance Drum
Qty (12) New Impeller Wear Rings
Qty (1) New Casing Gasket
Qty (3) New Bearings (Customer Supplied)
Qty (2) New Mechanical Seals (Customer Supplied)

Re-machine Balance Disc
Re-machine Casing Rings
Weld, grind and re-machine Casing
Painting of Pump
Reassembly of Pump

As-Built Inspection Report

Installation of Pump at Village of Winnetka Power Plant
Coupling and Laser Alignment to Motor
Start-up Support

Field Service Final Report



Agenda Item Executive Summary

Title: Alexandra Kaehler Interior Design Special Use Permit - 928 Green Bay Road (Policy Direction)

Presenter: David Schoon, Community Development Director

Agenda Date: 01/19/21

Consent: ☐ YES ☒ NO

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

Item History:

None

Executive Summary:

On January 19, the Village Council is scheduled to consider an application for renewal by Alexandra Kaehler (the "Applicant"), as lessee of the property located at 928 Green Bay Road (the "Subject Property"), to renew the special use permit approved by Ordinance M-16-2018, allowing the existing interior design office to operate on the Subject Property. The Applicant is seeking renewal of a Special Use Permit in accordance with Chapter 17.56 [Special Use] of the Winnetka Zoning Ordinance to permit an interior design office in the C-2 General Retail Commercial Overlay District at the Subject Property.

On November 8, 2018, the Village Council approved Ordinance M-16-2018 (Attachment 1). The Ordinance included the typical conditions of approval for special use permits, as well as the following two conditions specific to this application:

- A. Hours of Operation Sign. The Applicant must remove the "By Appointment Only" sign and replace it with a sign that lists the interior design office hours of operation. The hours of operation shall be, at a minimum, Monday through Thursday 10 a.m. to 4 p.m.
- B. Expiration of Special Use Permit. The Special Use Permit shall be valid until December 31, 2020 ("Expiration Date"), which is the expiration date of the Applicant's current lease for the Subject Property. Prior to the Expiration Date, the Applicant may request that the Special Use Permit be renewed ("Application for Renewal"). If filed, the Application for the Renewal will be reviewed and considered by the Village Council at no additional cost to the Applicant.

Staff has confirmed that the Applicant removed the "By Appointment Only" sign and replaced it with a sign that lists the hours of operation as Monday through Thursday, 10 a.m. to 4 p.m. A term was placed on the special use to provide the Council the opportunity to review the compatibility of the use with other uses nearby in the Overlay District. The Applicant is in compliance with the conditions of M-16-2018. Additionally, staff has not received any complaints concerning the Applicant's use of the Subject Property.

Executive Summary (continued):

On October 5, 2020 staff sent an email to the Applicant reminding her of the need to renew the special use permit. Given the uncertainty facing many businesses during the COVID-19 pandemic, the Applicant requested extra time to evaluate her options regarding where and how to continue her business. Staff worked with the Applicant during these uncertain times as she made her decision.

On December 17, 2020 the Applicant submitted an application for renewal. The Applicant hopes to renew her lease for a three-year period, expiring on December 31, 2023. Attachment 2 includes the Application of Renewal along with the property owner's consent.

Due to the COVID-19 pandemic, the interior design office is working on a rotating schedule, with one or two employees in the office at one time. The Applicant has explained that they are currently conducting client meetings via Zoom and will resume their normal schedule after COVID, with three or four team members in the office between the hours of 9/10am and 4/5pm, Monday through Thursday.

For additional details on the Village Council's consideration of the original Special Use Permit, the meeting minutes of the November 8, 2018 Village Council meeting are provided as Attachment 3.

The Plan Commission (PC) considered the Applicant's original request for a special use permit on September 26, 2018 and voted unanimously to recommend approval of the request with the two conditions concerning the "By Appointment Only" sign and the expiration of the Special Use Permit, which were incorporated into M-16-2018. Details of the PC's consideration can be found in the attached September 2018 PC meeting minutes (Attachment 4).

Recommendation:

Consider directing staff to draft an ordinance to renew the special use permit indefinitely, which is the Village's typical process, or for a certain period of time

OR

consider denying the renewal of the special use permit.

Attachments:

Attachment 1: Ordinance No. M-16-2018

Attachment 2: Application for Renewal

Attachment 3: November 8, 2018 VC Meeting Minutes

Attachment 4: September 26, 2018 PC Meeting Minutes

ATTACHMENT 1

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

Peter M. Friedman
Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603



1902422047

Doc# 1902422047 Fee \$58.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/24/2019 03:53 PM PG: 1 OF 11

VILLAGE OF WINNETKA

ORDINANCE NO. M-16-2018

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

(928 Green Bay Road)

VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

ORDINANCE NO. ORDINANCE NO M-16-2018

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

PASSED AND APPROVED by the
President and Board of Trustees
of the Village of Winnetka,
Cook County, Illinois, this
8th day of November 2018.

PUBLISHED IN PAMPHLET FORM
by authority of the President
and Board of Trustees of the
Village of Winnetka, Cook
County, Illinois, this 9th day of
November, 2018.

ORDINANCE NO. M-16-2018

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

WHEREAS, Alexandra Kaehler, d/b/a Alexandra Kaehler Design, LLC ("**Applicant**"), is the lessee of the property commonly known as 928 Green Bay Road, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Subject Property**"); and

WHEREAS, Connor Max LLC-928-930 Green Bay Road ("**Owner**") is the record title owner of the Subject Property, and Owner consents to the operation of an interior design office by the Applicant at the Subject Property; and

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

WHEREAS, the Applicant desires to operate an interior design office at the Subject Property, which qualifies as an "interior decorating service (no retail inventory)" pursuant to the table of uses set forth in Section 17.46.010 of the Winnetka Zoning Ordinance ("**Zoning Ordinance**"); and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of Zoning Ordinance, the operation of an interior decorating service without retail inventory is not permitted within the C-2 Commercial Overlay District without a special use permit; and

WHEREAS, on August 21, 2018, the Applicant filed an application for a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the of the Zoning Ordinance to allow the operation of an interior design office at the Subject Property ("**Special Use Permit**"); and

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

WHEREAS, on September 26, 2018, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of 8 in favor and 0 opposed, recommended that the Village Council approve the Special Use Permit, upon certain conditions; and

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

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

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

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

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

- A. **Hours of Operation Sign.** The Applicant must remove the "By Appointment Only" sign and replace it with a sign that lists the interior design office hours of operation. The hours of operation shall be, at a minimum, Monday through Thursday 10 a.m. to 4 p.m.
- B. **Expiration of Special Use Permit.** The Special Use Permit granted in Section 2 of this Ordinance shall be valid until December 31, 2020 ("***Expiration Date***"), which is the expiration date of the Applicant's current lease for the Subject Property. Prior to the Expiration Date, the Applicant may request that the Special Use Permit be renewed ("***Application for Renewal***"). If filed, the Application for Renewal will be reviewed and considered by the Village Council at no additional cost to the Applicant.
- C. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- D. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- E. **Compliance with Plans.** The development, use, and maintenance of the interior design office at the Subject Property must be in strict accordance with the Floor Plan submitted by the Applicant, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, except for minor changes and site work approved by the Director of Community

Development (within his permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

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

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

SECTION 7: EFFECTIVE DATE.

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

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

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

PASSED this 8th day of November, 2018, pursuant to the following roll call vote:

AYES: Trustees Dearborn, Lanphier, Myers and Wedner

NAYS: None

ABSENT: Trustees Cripe and Swierk

APPROVED this 8th day of November, 2018.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees of
the Village of Winnetka, Illinois,
this 9th day of November 2018.

Introduced: Waived

Passed and Approved: November 8, 2018

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 2 IN HARRIS BANK WINNETKA SUBDIVISION, BEING A PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 928 Green Bay Road, Winnetka, Illinois.

PIN: 05-17-122-017-0000

EXHIBIT B
FLOOR PLAN
(SEE ATTACHED EXHIBIT B)

EXHIBIT B

*Office floorplans shown as it currently stands. There are no proposed modification. Approximately 1,300 square feet

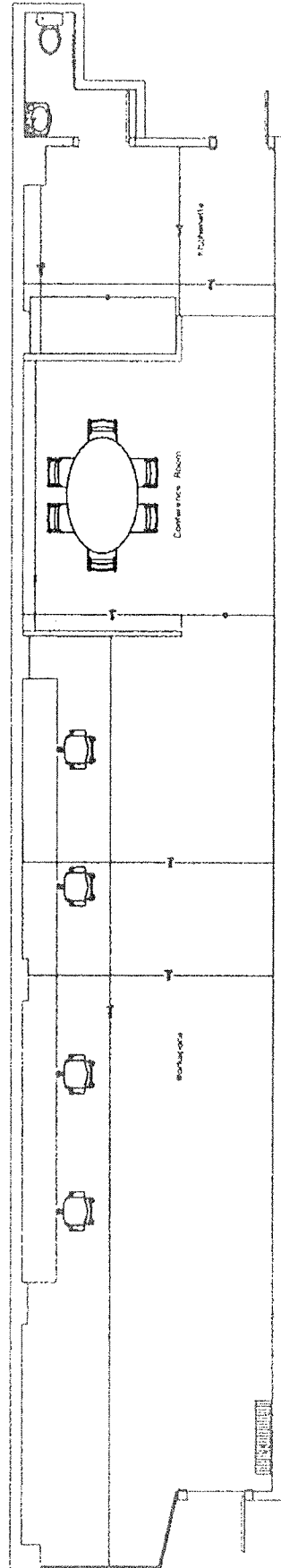


EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Alexandra Kaehler, d/b/a Alexandra Kaehler Design, LLC ("**Applicant**"), desires to operate an interior design office located at 928 Green Bay Road in the Village ("**Subject Property**"); and

WHEREAS, Connor Max LLC-928-930 Green Bay Road ("**Owner**") is the record title owner of the Subject Property and consents to the operation of an interior design office by Applicant at the Subject Property; and

WHEREAS, Ordinance No. M-16-2018, adopted by the Village Council on November 9, 2018 ("**Ordinance**"), grants a special use permit to the Applicant for the operation of an interior design office at the Subject Property within the C-2 Commercial Overlay District of the Village; and

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

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

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

any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permit for the Subject Property.

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

Dated: 1/22, 2018

ATTEST:

ALEXANDRA KAEHLER

By:

By: Alex Kaehler

ATTEST:

CONNOR MAX LLC-928-930 GREEN BAY

By:

By: Connor Max LLC 928 Greenbay

Its:

Its: _____

RECEIVED
JAN 22 2019
BY: _____

ATTACHMENT 2

ALEXANDRA KAEHLER

DESIGN

20

EST. WINNETKA, IL—CHICAGO + BEYOND

11

December 16th, 2020
Village of Winnetka

To Whom It May Concern:

I, Alex Kaehler of Alexandra Kaehler Design, am writing to ask for a renewal of my special use permit in the C2 Overlay District of Hubbard Woods.

Upon approval for the renewal, I am hoping to resign my lease at 928 Green Bay Rd, Winnetka starting January 1st, 2021 for a three-year period, expiring December 31st, 2023.

Best,

Alex Kaehler

CHICAGO OFFICE
680 N. Lake Shore Drive
#1003 (lake side)
Chicago, Illinois 60611
312-877-5502

Arnold S. Newman*
ATTORNEY AT LAW
anewman@anewman.legal

SUBURBAN OFFICE
18400 Maple Creek Drive
Suite 500
Tinley Park, Illinois 60477
Phone: 708-444-4333
Fax: 708-444-4322

*Admitted in Florida - Colorado
NEAL M. GOLDBERG – OF COUNSEL

Please note our new Chicago office

December 15, 2020

Village of Winnetka

RE: 928 Green Bay Road, Winnetka, IL

To Whom It May Concern:

The undersigned represents Connor Max L.L.C.-928-930 Green Bay Road, the Owner of the above-subject property.

Our Tenant, Alexandra Berlin Design, LLC d/b/a/ Alexandra Kaehler Design LLC is in the process of renewing the special use permit for the subject property. Enclosed is a copy of the Owner's Deed.

The Owner has no objection to and consents to the filing of the renewal of the special use permit.

If any additional information is required from the Owner, please advise.

Very truly yours,



Arnold S. Newman

ASN:tw

cc: Connor Max L.L.C.-928-930 Green Bay Road

From: [Alexandra Kaehler](#)
To: [Ann Klaassen](#)
Subject: Re: Alexandra Kaehler Special Use Permit - Village Council Meeting
Date: Monday, January 11, 2021 12:50:44 PM

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

Hi Ann,

We currently have an employee rotation of people in the office, so there is not more than 1 or 2 people there at once. We are doing all of our client meetings through zoom, so there is no additional traffic.

After covid, we will resume to our normal schedule. The office will be utilized by my team Monday - Thursday from 9 or 10 in the morning, until 4 or 5 in the afternoon. We hope to host our client meetings and vendor presentations in person in the space as well. In february of 2020, we also hosted a jewelry trunkshow and cocktail party that was a great success so we hope to do more things of that nature!

Thanks,
Alex

On Mon, Jan 11, 2021 at 12:13 PM Ann Klaassen <AKlaassen@winnetka.org> wrote:

I would explain how you've been operating during COVID and how you anticipate operating when things return to normal.

Thank you!

From: Alexandra Kaehler <alex@alexandrakaehler.com>
Sent: Monday, January 11, 2021 12:02 PM
To: Ann Klaassen <AKlaassen@winnetka.org>
Subject: Re: Alexandra Kaehler Special Use Permit - Village Council Meeting

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

Hi Ann

Do you mean during COVID or what we anticipate when things return to normal?

On Jan 11, 2021, at 11:49 AM, Ann Klaassen <AKlaassen@winnetka.org> wrote:

Hi Alex,

As we prepare for the Village Council public hearing next Tuesday, to consider your request to renew your special use permit, we're trying to anticipate questions the Village Council may have. Can you elaborate on how your office is currently operating and how you plan to continue operating?

Thank you,

[Ann Klaassen](#)

Senior Planner

Village of Winnetka Community Development

510 Green Bay Road - Winnetka, IL 60093

847.716.3525

--

Alex Kaehler
Principal
Alexandra Kaehler Design
928 Green Bay Road Winnetka, IL 60093
Office: 847.386.9066 / Cell: 847.989.5539
www.alexandrakaehler.com

MINUTES

WINNETKA VILLAGE COUNCIL

RESCHEDULED REGULAR MEETING

November 8, 2018

(Approved: November 20, 2018)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Thursday, November 8, 2018, at 7:00 p.m.

1) Call to Order.

President Rintz called the meeting to order at 7:00 p.m. Present: Trustees Robert Dearborn, Penfield Lanphier, Scott Myers, and Anne Wedner. Absent: Trustees Andy Cripe and John Swierk. Also present: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Peter Friedman, Director of Water & Electric Brian Keys, Assistant Community Development Director Brian Norkus, Finance Director Tim Sloth, and approximately 4 persons in the audience.

2) Pledge of Allegiance.

Trustee Wedner led the group in the Pledge of Allegiance.

3) Quorum.

- a) November 13, 2018 Study Session. All of the Council members present said they expect to attend.
- b) November 20, 2018 Regular Meeting. All of the Council members present said they expect to attend.
- c) December 4, 2018 Regular Meeting. All of the Council members present said they expect to attend.

4) Public Comment.

Ted Wynnychenko, Winnetka resident. Mr. Wynnychenko commented on the Village's efforts to fulfill recommendations of the Greenest Region 2 Compact and the Council's recent actions on the size of stormwater restrictors. He added that in his opinion, the Village had missed opportunities to install permeable paver systems during road reconstruction projects in past years.

Manager Bahan explained that Public Works Director Steve Saunders will respond to Mr. Wynnychenko's comments about restrictor sizes, and he noted that the Council will have more discussions about its stormwater regulations in the future. He added that Winnetka's Stormwater Vision recommends the use of green infrastructure wherever possible.

Marc Hecht, Winnetka resident. Mr. Hecht posited that the Village Council did not follow proper procedures when it voted on October 16 to approve the One Winnetka final amended planned development application. He took the position that since a protest was filed for the preliminary application, the voting requirement for a supermajority of affirmative votes carried over to the vote on the final application. He asked for an alleged memo written by the Village Attorney on the topic, and he also recommended a correction to the October 16 meeting minutes.

Attorney Friedman explained that the Village has separate provisions at the preliminary and the final approval level for filing protests. The protest filed for the preliminary application did not carry over to the final application procedures. Since no protest was filed against the final approval application, normal Council voting procedures were followed.

5) Reports:

Village President. President Rintz reported that a citizen's commission had been formed in connection with a potential new boat house at the Tower Road Boat Launch and he had asked Trustee Wedner to act as the Council liaison with that committee.

Trustees.

Trustee Lanphier reminded residents that Community Conversations would take place at Peet's Coffee on Saturday, November 10.

Trustee Wedner announced that as part of her participation on the committee to identify funding sources for a potential boat house at the Tower Road Boat Launch, she welcomed interested parties to contact her with information about any potential funding sources.

Attorney. None.

Manager. None.

6) Approval of the Agenda.

Trustee Wedner, seconded by Trustee Myers, moved to approve the Agenda. By voice vote, the motion carried.

7) Consent Agenda

Village Council Minutes.

October 9, 2018 Study Session.

October 16, 2018 Regular Meeting.

Approval of Warrant List dated October 12 - November 1, 2018 in the amount of \$2,212,334.87.

Resolution No. R-65-2018: Approving the Purchase of a Circuit Breaker from Power Line Supply Company (Adoption).

Resolution No. R-66-2018: Authorizing the Purchase of Primary Cable Under a Contract With Okonite (Adoption).

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

8) Ordinances and Resolutions.

Ordinance No. M-16-2018: 928 Green Bay Road - Alexandra Kaehler Interior Design Special Use Permit (Introduction / Adoption). Mr. Norkus reviewed this request for a special use permit for an interior design office on the ground floor in the Commercial Overlay District. The applicant has occupied the Subject Property since March 2018, as she was unaware of the special use permit requirement.

Mr. Norkus explained that the Plan Commission recommends approval with the condition that the current "by appointment only" language on the door be changed to list hours of operation. A second condition recommends that the special use permit be valid for a term of three years, at which time the applicant could apply for re-approval for the special use permit, free of any cost associated with the application.

Mr. Norkus explained that this particular building has a new owner who was unaware of the Commercial Overlay. He noted there is a Village protocol for approving uses coming into the business districts, along with a detailed process to make sure incoming tenants comply with zoning requirements.

After the Council asked a few questions, the business owner, Alex Kaehler, was invited to comment upon her business.

Ms. Kaehler said her real estate broker explained to her the requirement to collect sales tax, but said nothing about a special use permit. She noted that she sources from retail stores in the vicinity of her design business, and she felt her enterprise fit nicely into the Hubbard Woods Design District.

After a thorough discussion about the request, including whether or not to require a retail component, the Council was generally in agreement to approve the special use ordinance as written.

Trustee Myers pointed out that this location, like so many in the Village, is poorly designed for a retail operation and the Council needs to take that into consideration when dealing with the Commercial Overlay.

Trustee Dearborn, seconded by Trustee Myers, moved to waive introduction of Ordinance No. M-16-2018. By roll call vote, the motion carried. Ayes: Trustees Dearborn, Lanphier, Myers, and Wedner. Nays: None. Absent: Trustees Cripe and Swierk.

Trustee Wedner, seconded by Trustee Dearborn, moved to adopt Ordinance No. M-16-2018. By roll call vote, the motion carried. Ayes: Trustees Dearborn, Lanphier, Myers, and Wedner. Nays: None. Absent: Trustees Cripe and Swierk.

Resolution No. R-64-2018: Resolution Rejecting Bids, Waiving Bidding, and Awarding a Contract for the Purchase of a Transformer From Resco (Adoption). Mr. Keys explained that the cost of a transformer must take into account electrical losses that are inherent to their design. He noted that a low material cost does not necessarily equate to the lowest cost overall once the loss evaluation is factored in. Conversely, a transformer with a high material cost but low losses can be judged to be the lowest in overall cost. Based upon the current bid evaluation, Resco met the technical criteria of the bid specification and offers the lowest evaluated life cycle cost. Therefore, staff recommends rejecting the bids, waiving bidding, and awarding the contract to Resco.

There being no substantive discussion, Trustee Lanphier, seconded by Trustee Myers, moved to adopt Resolution No. R-64-2018. By roll call vote, the motion carried. Ayes: Trustees Dearborn, Lanphier, Myers, and Wedner. Nays: None. Absent: Trustees Cripe and Swierk.

9) Old Business.

None.

10) New Business.

Budget Review. Mr. Sloth reviewed a list of outstanding follow-up items from the October 26 Budget Meeting.

President Rintz read a statement into the record from Trustee Cripe commending staff for a job well-done and offering his complete support of the 2019 Budget.

The Council were in agreement that the Budget Meeting format this year was very beneficial and allowed the review process to flow in a coherent manner. There was consensus that the 2019 Budget is very well done, and the community needs communication from the Council about offsetting rising costs with minor fee increases.

Ms. Pierce said a draft of the Council's transmittal letter, which identifies key themes and pinpoints the Budget highlights, will be ready soon for the Council's review.

11) Appointments:

None.

ATTACHMENT 4

Minutes adopted 10.24.2018

WINNETKA PLAN COMMISSION EXCERPT OF MEETING MINUTES SEPTEMBER 26, 2018

Members Present:

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

Non-voting Members Present:

Joni Johnson

Members Absent:

John Golan

Village Staff:

David Schoon, Director of Community
Development
Brian Norkus, Assistant Director of Community
Development
Ann Klaassen, Senior Planner

Case No. 18-16-SU: 928 Green Bay Road: An application by Alexandra Kaehler seeking approval of a special use permit to allow an interior design office on the ground floor in the C2 Commercial Overlay District.

Ms. Klaassen stated the subject site measured approximately 1,300 square feet and was previously occupied by Knightsbridge Antiques. She stated it was brought to the Village's attention the applicant is currently occupying the space at 928 Green Bay Road and upon notification that a special use permit is required to operate the interior design office, the applicant submitted the application currently before the Commission. Ms. Klaassen stated the application materials explain the office consists of a team of four people and all business is conducted by appointment only with one appointment at a time.

Ms. Klaassen stated the zoning ordinance provides a series of 11 standards for the evaluation of special use applications within the commercial overlay district. She noted draft findings have been prepared for the consideration of the Commission based on the 11 standards and are included in the agenda report. Ms. Klaassen stated the Commission should evaluate the request for consistency with the 11 standards then issue findings as to the use's consistency with those standards. She then stated if the Commission chooses to place conditions on its recommendation to the Village Council, it will want to include them as part of its findings of fact.

Chairperson Dalman asked if there is any information from the landlord with regard to the space which had been vacant. Ms. Klaassen stated there is not but they did provide consent to the application.

Ms. Johnson stated with regard to the process, when the landlord leases the space, how is it determined whether they need a special use.

1 Ms. Klaassen responded when a new business goes in, there is a pre-occupancy walk through and the
2 discussion is had at that point. She then stated because they do not have commercial business licensing
3 requirements in the Village, these things can slip through the cracks and this is one of those situations.
4 Ms. Johnson asked if there is a way for the Village staff to ensure these things do not slip through the
5 cracks. She noted that after a tenant is in the space, especially once they have done improvements, it
6 would be harder to deny the special use. Ms. Klaassen stated that is something they can explore. She
7 added it would have been noticed if the tenant had done interior work that required a building permit.

8
9 Chairperson Dalman asked if there was no interior work done on the space. Ms. Klaassen responded a
10 permit is not necessary for minor interior improvements, such as painting.

11
12 Mr. Schoon stated staff continues to do its best to inform property owners and there may be instances
13 where a property owner may assume it is an allowed use and no need to contact the Village. He stated
14 when a business goes in that actually required special use approval, the process is to provide the
15 business an opportunity to request the necessary relief and it would be up to the Village Council to
16 decide whether to grant the special use.

17
18 Chairperson Dalman asked how large is the space and Ms. Klaassen responded it is 1,300 square feet.
19 Chairperson Dalman then asked how that factors in terms of size and space available and asked if this is
20 a uniquely small space. Ms. Klaassen agreed it is small but that she did not know what the percentage is.
21 Ms. Johnson asked if this building had space available that is more than 50 feet from the front of the
22 building. Ms. Klaassen stated she is not aware if this particular space had that available to it and she is
23 also not familiar with the interior details of the building. She then stated the applicant could locate 50
24 feet back and there would not be an issue but then they would not have access.

25
26 Chairperson Dalman asked if there were any other questions. No additional questions were raised by
27 the Commission at this time. Chairperson Dalman then swore in the applicant.

28
29 Alexander Kaehler, 1066 Mt. Pleasant, introduced herself to the Commission and stated she could clarify
30 some of the Commission's questions. She stated when she went to lease the space, it was mentioned to
31 her that in this area, she would have to collect sales tax which she did although it is not retail sales tax
32 and which did not conform to the C2 Overlay District which was not communicated to her. Ms. Kaehler
33 stated there were no specifications that it fit into the Overlay District. She then informed the
34 Commission Knightsbridge Antiques left the space over a year ago. Ms. Kaehler stated she looked at the
35 space last October and moved in January or March.

36
37 Ms. Johnson stated the applicant is not at fault and it is the fault of the owner. Ms. Kaehler stated she is
38 already in the space and would be happy to answer any questions.

39
40 Chairperson Dalman asked Ms. Kaehler how much was spent in moving and what her expenses are. Ms.
41 Kaehler responded it is a small office and she may have spent \$2,000 on the move and that her team did
42 a lot of it. She stated they painted, replaced the carpet and freshened up the space. Ms. Kaehler also
43 stated they built in desks.

44
45 Ms. Holland stated they do not have any items for sale or any retail. Ms. Kaehler confirmed there is no
46 retail component and the door is kept locked and they see customers by appointment. Ms. Holland then
47 asked if she anticipated having any. Ms. Kaehler responded she did not. She stated they do design work
48 and to expand into retail would require something very different. Ms. Kaehler noted she moved into the

1 space since she wanted to be closer to home. She also stated she wanted second floor space as opposed
2 to the ground floor and there was very little second floor space available which fit the criteria of having
3 a big open room and this space is what worked for them and which she thought fit the criteria. Ms.
4 Kaehler informed the Commission they have a curtain in the window and that it looks private.

5
6 Ms. Holland asked Ms. Kaehler if she would ever make the front window look like retail space. Ms.
7 Kaehler responded it is styled in a way so that it is not just a white curtain and described it being
8 designed in a way which looked like their design work. Ms. Johnson asked Ms. Kaehler if she had a
9 photograph. Ms. Danley stated she walked by the space and commented it looked consistent with that
10 on the block in terms of its appearance. Ms. Kaehler stated on nice days, they leave the doors open and
11 people walk in thinking it is retail space. She also stated people discover the business by walking by.

12
13 Ms. Johnson stated Ms. Kaehler may be aware there are some larger and smaller spaces where there
14 are interior designers which do have a retail component. Ms. Kaehler confirmed the space next door to
15 hers is a retail designer which is a huge space. Ms. Johnson also stated there is a designer further north
16 in Hubbard Woods which had a retail component and had regular retail hours. She asked Ms. Kaehler
17 if her Chicago space had a similar format. Ms. Kaehler responded that is correct but they were on
18 the second floor in the city and were above an existing retail space. Ms. Johnson stated she noticed the
19 applicant's business and then saw it was by appointment only. Ms. Kaehler stated they do not know
20 what the future holds and once her children are older, it may be something she might become
21 interested in but now, she did not have the bandwidth for it. She informed the Commission when they
22 found out about the situation, they investigated what the retail component requirements would be and
23 whether that would be an option for them and decided to go this route first. Ms. Johnson also stated
24 there would have been regulatory issues with regard to sales tax. Ms. Kaehler confirmed they do collect
25 sales tax and it would have been more of a backend situation in terms of how their operating system
26 would have to change.

27
28 Mr. Vanderlaan asked if they can source any retail pieces from her neighbors. Ms. Kaehler stated they
29 have spent time at Bedside Manner and when they do antique shopping, they go next door. She stated
30 they try to source as close by as they can. Ms. Kaehler also stated a lot of their clients do business with
31 the North Shore businesses. Mr. Vanderlaan stated the applicant's response to answer no. 7 and the
32 reference to the fact they are right in the design corridor where they can provide advice and others
33 provide the inventory. Ms. Kaehler stated their clients can see examples right next door. She also stated
34 being in the design district is a huge advantage and brought the right type of clientele and walk in traffic.
35 She referred to the art show taking place the following week and that people have reached out to her
36 after seeing their window. Ms. Kaehler added it is their hope to draw new clients in.

37
38 Chairperson Dalman stated the applicant's statement with regard to having no interest in being retail is
39 disconcerting. She described it as a difficult decision for the Commission and this is designated as more
40 of a retail area. Chairperson Dalman referred to it not meeting with the personal lifestyle and a business
41 could occupy the space as what a popup shop could go in. She then stated it is a struggle in that they
42 embrace a long time local resident and her connections here, but it is the heart of retail. She also stated
43 in connection with fostering foot traffic and if they were to put a service use in, that will drive foot
44 traffic.

45
46 Ms. Johnson asked how many appointments they have in a typical day. Ms. Kaehler responded one a
47 day and a lot of the day, they visit other designers in the area. She also stated clients come in to the
48 office for meetings and presentations. Ms. Kaehler stated their office hours are Monday through

1 Thursday and closed on Friday. She then stated she understood the concerns with regard to retail and
2 she wanted to be straightforward. Ms. Kaehler stated for her, it represented the opportunity cost of
3 considering having retail versus what they want for the space which is not a good fit. She added she was
4 misled and it is what it is. Ms. Kaehler then stated she wanted it to work for the Commission and for
5 them and that she did not want to move. She referred to the financial aspect and the time to open retail
6 which did not appeal to her.

7
8 Ms. Johnson asked Ms. Kaehler if she would consider participating in First Friday and Ms. Kaehler
9 confirmed she would. She informed the Commission the artist could not get enough of a show together
10 to present in her space on October 5th. She added those things help the business and clientele on the
11 North Shore.

12
13 Chairperson Dalman asked Ms. Kaehler what is the lease term and Ms. Kaehler responded it is
14 three years which was negotiated into a shorter term than what they were looking for. She described it
15 as a good fit so far and she had no desire to leave.

16
17 Chairperson Dalman asked if there were any other questions. Ms. Danley commented it is ironic the
18 applicant was looking for second floor space and there was nothing available fitting with their space
19 plan in the Village. Chairperson Dalman asked if they are at almost full occupancy for office spaces on
20 second floors above retail.

21
22 Mr. Norkus informed the Commission a lot of second floor space is not fully occupied but is not fitting
23 with their program. Ms. Kaehler stated other space also would have required a lot more construction.

24
25 Ms. Johnson asked if it is a one story building and Ms. Kaehler confirmed that is correct.

26
27 Chairperson Dalman asked if there were any other questions. No additional comments were made at
28 this time. She then called the matter in for discussion.

29
30 Ms. Holland stated she is the champion of the Overlay District and they know the Village Council is
31 looking at modifying it. She then stated this space is right on the main block of Hubbard Woods and
32 referred to the downtown masterplan which was adopted and approved. Ms. Holland then stated she is
33 concerned if they give up every little bit of space and the request is for 1,300 square feet, she referred
34 to some stores on Lincoln which are 1,500 square feet. She stated if they turn all of those stores over to
35 office uses, they would not have any downtown masterplan to provide space for. Ms. Holland noted
36 they have already given up two large spaces on Gage Street and that she cannot vote against the
37 Overlay District. She added it is critical not because of tax dollars but the vibrancy that retail space
38 brings to the commercial district.

39
40 Ms. Kaehler stated she would like to speak about vibrancy in the community and that full business is
41 more vibrant than half of the community sitting empty like it is now. She informed the Commission she
42 has lived here her entire life and grew up in Hubbard Woods. Ms. Kaehler stated she anticipated the
43 space being so inexpensive, they should be motivated to get people in here and that it is more expensive
44 than in the city in a perfect location. She questioned whether the issue is more about driving general
45 foot traffic to the area as opposed to retail.

46
47 Ms. Holland stated they gave a special use permit to an architect on Chestnut who promised to make
48 the windows interesting and vibrant and to help foot traffic toward Good Grapes to the south. She

1 stated those offices have their shades down all day and night and it is not vibrant. Ms. Holland
2 reiterated she is a very big proponent of the Overlay District and if the Village Council changes the
3 Overlay District and it has been changed quite a bit since 1987, it is still the one tool the Village has to
4 keep downtown a downtown.

5
6 Ms. Johnson stated if there was interior design with a retail component which is open all day during
7 regular business hours, she would be more comfortable with it. She stated now, it is by
8 appointment only and the door is kept locked which concerned her. Ms. Kaehler informed the
9 Commission she is flexible on that and can remove the "By Appointment Only" signage. She noted at
10 times there is one woman in the office and she agreed to keeping the door locked as a safety measure
11 for the team. Ms. Kaehler also stated she is flexible in that and would be happy to be there on Fridays.
12 Ms. Kaehler added it would not be realistic to open on Saturday and Sunday.

13
14 Chairperson Dalman asked if there were any other questions. Ms. Orsic stated that a concern with a
15 case like this when a business is already in the space before coming before the Commission and we find
16 in favor of the business, is that we don't want people to get the message that it is better to ask for
17 forgiveness than permission. She then stated if the Commission was to find in favor of this business to
18 continue for the word to get around. Ms. Orsic also stated she would have liked to have seen the
19 landlord here. Ms. Holland stated the building was owned by Harris Bank. Ms. Danley stated it is now
20 owned by Connor Max LLC. Mr. Norkus confirmed Connor Max LLC is the recent owner of this property
21 and that it had been owned by Catherine Dillan, the operator of Knightsbridge Antiques. He indicated
22 the new landlord may be partially responsible and he would not call it a misrepresentation of the code
23 and a lot of people in town use the collection of sales tax as shorthand for 15 pages of the ordinance. He
24 added this landlord is not the first party to describe the collection of sales tax as the basis of whether it
25 would be permitted or not.

26
27 Ms. Danley questioned whether there had been another situation in the Village in the past. Mr. Norkus
28 responded it has been relatively infrequent and that new owners of property tend to be the issue. He
29 then stated it is not as rare as they would like it to be and there have been limited instances where
30 tenants moved in and did not comply with the regulations. Mr. Norkus also stated there have been a
31 few more instances where tenants move in and comply with the zoning regulations. He stated it is an
32 easier conversation to have with them such as when the beauty salon moved into a building where it
33 was permitted. Mr. Norkus stated the Village not having a business licensing program does constitute a
34 little bit of difficulty and they try to make up for that with processes set up to inspect properties with
35 tenants when they are made aware of a tenant coming in.

36
37 Ms. Johnson suggested a simple solution would be to put signs in the window that says what the zoning
38 requirement is. Chairperson Dalman responded that would be a marketing issue. Ms. Johnson stated it
39 would be easy for a sign to say it had to be a retail use. Chairperson Dalman stated she did not know
40 how to mandate that. Ms. Danley referred to a photograph of the space right next door which says it is
41 retail space.

42
43 Chairperson Dalman asked what the precedent is when someone is in a space which did not have a retail
44 component or needed a special use permit and asked for a sense of how they would be treated. Mr.
45 Schoon stated the Commission should focus their attention on the standards. He stated an error
46 occurred and the Commission's decision should be based on the standards of what is allowed in the
47 district by special use permit and it needs to meet certain standards. Mr. Schoon stated the Commission
48 is to reach a conclusion that it is their findings that the request meets the standards and is allowed and

1 they should not worry about setting a precedent since each special use request is evaluated on its own
2 merits.

3
4 Ms. Johnson stated once a tenant is in, it is impossible for the Commission to not take that into account,
5 and they do not want to see this happening a lot. Mr. Schoon stated in communities he has served in
6 before, this has happened. He also stated the tenant should be responsible for knowing the zoning of
7 the area in which they are locating a business as well as the landlord and that did not happen. Mr.
8 Schoon stated the Village provides the business the opportunity to request the necessary relief based on
9 the standards used to make the decision.

10
11 Ms. Holland stated after the Commission took a vote, she had a question about another special use
12 which was granted.

13
14 Chairperson Dalman noted Ms. Holland's request and stated she understood Mr. Schoon's comments.
15 She stated the Commission is to focus on the criteria. Chairperson Dalman described the 11 standards as
16 very subjective and here is a business which is modern retail and meets other retail uses by bringing
17 clients in to Bedside Manner, although presented tough questions. She also stated the business is not so
18 much on the internet and people would go into the stores which the Commission should take into
19 consideration.

20
21 Ms. Danley stated they are also located in the design district and it is a design business which she
22 described as different as if it is located in an architect's space. She stated they are promoting it as the
23 design district and it would not be another dentist's office.

24
25 Ms. Johnson stated if the request is approved by the Village Council, the business would have more
26 synergy and would be having regular business hours. She suggested they should participate in First
27 Friday events.

28
29 Chairperson Dalman stated the Commission also can make it a temp approval. Ms. Orsic agreed with
30 Chairperson Dalman's suggestion and stated at the end of the lease, they could either have a retail
31 component or end the special use.

32
33 Mr. Foley stated he would be hesitant to consider what would eject a successful business. Ms. Johnson
34 stated the Village Council might make changes. Mr. Foley stated they should focus on the use part of the
35 special use and stated this is the right kind of business for that particular location other than it not being
36 retail that is the only drawback. He also stated the applicant would be driving business to other
37 businesses in the area which fits in with the design district. Mr. Foley noted he also pondered the setting
38 a precedent question and referred to others who try to get away with it. He stated there are processes
39 here and each application is unique.

40
41 Ms. Orsic stated once a business comes in and is invested it is hard for the Commission to say "it's great
42 that you are here but these are the rules," and the Commission is more likely to allow the variance. Mr.
43 Foley stated if there is a way to tighten the process that would be great. Ms. Case suggested there be a
44 penalty on the owner. Chairperson Dalman stated if they had a commercial license processing fee, she
45 referred to whether they could impose penalties for violations and they have no control which is the
46 struggle in that there is no way to penalize the landlord.

47
48 Mr. Vanderlaan suggested there be a mechanism to follow up on ideas on this specific landlord and

1 educate them and start putting it in a format for addressing this and questioned whether there is a way
2 or outline to do it action-wise to follow. Chairperson Dalman stated there would be the Comprehensive
3 Plan process kickoff at some point.

4
5 Mr. Schoon informed the Commission they do have a process and to take advantage of it, there is
6 communication with owners via the Village newsletter for example. He stated it becomes a problem
7 they can go through the paths to get the word out and see how it moves forward. Mr. Schoon stated if
8 they are approached, they could issue a citation. He then stated the applicant is allowed to pursue this
9 form of relief and they can cite the business and owner and collect fines which the Village staff can do.
10 Mr. Schoon stated the approach has been to allow them to pursue the relief they have the option to as
11 a court would ask the Village if they had given the applicant that opportunity.

12
13 Ms. Johnson stated the Village is home ruled and referred to whether they have flexibility. She added
14 they do have a maintenance code and did not see why the mechanisms cannot be tweaked. Ms.
15 Johnson stated they have to make sure the owners know and emphasize it in a clear manner. Ms. Orsic
16 asked what if an owner said to give something to the tenant describing what is needed to be done and
17 the tenant signed it and it would explain whether they need to ask for a special use. Mr. Vanderlaan
18 suggested there be an educational component or acknowledgement since they are hearing it is a newer
19 company.

20
21 Ms. Holland stated there are not that many real estate companies which own property in the Village.
22 She stated they should all have received a detailed description of what the Overlay District is and what it
23 means.

24
25 Ms. Johnson asked about the Economic Development Director. Mr. Schoon responded they are in the
26 process of looking for a new one.

27
28 Chairperson Dalman commented these are good thoughts and the Commission needed to focus on the
29 11 standards. She then stated it is hard to see how the application satisfies criteria no. 7 which is to
30 encourage, facilitate and enhance the continuity, concentration and pedestrian nature of the area in a
31 manner similar to that of retail uses of a comparison shopping nature. She then stated she could see
32 how the use could help foster business to the surrounding retail uses and described the request as very
33 difficult. Chairperson Dalman also stated the hardest thing about the Overlay District is that it was
34 drafted at a point before the change in retail and how people shop. She questioned whether the
35 Commission needed more time to discuss it. Ms. Johnson suggested they continue the request and have
36 the landlord come to the meeting. Ms. Orsic stated she would also like to talk to the landlord for lots of
37 reasons.

38
39 Mr. Vanderlaan stated that would not change the Commission's decision to be made. He stated while he
40 would also be in favor talking to the landlord that is a separate issue.

41
42 Ms. Orsic referred to standard no. 10. Chairperson Dalman stated that standard is not applicable since it
43 is not a mixed use building. Ms. Orsic then stated standard no. 7 works because of the foot traffic the
44 use would generate. Mr. Vanderlaan stated that is a strong argument in favor and that it would be
45 a complementary good and service situation which fits with the character as opposed to letting the
46 space sit vacant and hope for another furniture store.

47
48 Chairperson Dalman stated she is concerned as you walk the area that some retail business is by

1 appointment only, similar to the bridal store. Mr. Vanderlaan described it as the character of
2 the community and the high-end mindset. He also stated there is a different character of retail and the
3 emerging trend which is unique to the higher-end business district. Ms. Case stated she is going back
4 and forth.

5
6 Chairperson Dalman noted the Commission is a recommending body. Ms. Johnson stated on the ZBA,
7 when there is a difficult case, the ZBA would vote against it and say to the Village Council to decide as a
8 legislative body.

9
10 Chairperson Dalman stated that irritated the Village Council, the commissions and boards are fact
11 finders. She then stated they can think of conditions such as putting a condition such as a sunset on the
12 special use and asked if there were any issues with that. Chairperson Dalman also suggested the
13 applicant remove the sticker "By Appointment Only" in order to look more welcoming as a business. Ms.
14 Johnson stated what is driving this alluded to the fact they granted a special use to a business in the
15 immediate vicinity. Chairperson Dalman stated that was not in the heart of the business district and they
16 have had three businesses in one year requesting a special use.

17
18 Mr. Foley stated the Commission can deny them as well.

19
20 Chairperson Dalman then stated in the context of the 11 standards, there is a lot more foot traffic for
21 those special uses. She also stated they were on streets which were one-way which she described as
22 challenging.

23
24 Ms. Orsic referred to Coldwell Banker and the popup shop which is not there. She stated if that idea
25 worked, would that take the onus off the owner since it would be someone else's shop. Ms. Orsic stated
26 there could be periodic popup shops coming in and the onus would not be on the owner and there
27 could be ideas to make it somewhat retail. Ms. Holland stated it is used by agents. Ms. Orsic added they
28 did one popup and never did it again.

29
30 Ms. Holland stated she did not know if that was part of the Commission giving them a special use. She
31 stated the Village Council and Village President said it was a wonderful solution and it was for 1,600
32 square feet on the sidewalk which is now occupied by desks. Ms. Holland described it as a very bad
33 move.

34
35 Ms. Johnson referred to Body Gears, which said it would have retail products in the windows. She added
36 they cannot police it.

37
38 Chairperson Dalman stated the Commission is struggling and suggested they could go the route Ms.
39 Johnson suggested and phrase a recommendation of denial and take a vote or phrase a
40 recommendation in the affirmative and discuss it being subject to conditions. Ms. Danley stated she
41 would be more comfortable saying yes to a business with conditions and this business fits that particular
42 district. She then referred to City Kids Dental which has a huge amount of storefront space next door to
43 a large empty space. Ms. Danley stated you can see where the applicant there consulted with
44 the landlord as to the expectation and she would be uncomfortable penalizing this particular business.
45 She added it does fit and is part of the design district and feels much more in the realm of what would
46 be there. Ms. Danley then stated if the Commission was to recommend approval with conditions and for
47 it to not be by appointment only that would be good.

1 Chairperson Dalman asked the Commission Members if they wanted to frame the recommendation in
2 the affirmative and with conditions. Ms. Danley suggested the condition of there being open hours
3 where there is public access to the space Monday through Thursday and rotating people Friday and
4 taking down the "By Appointment Only" sticker. Ms. Johnson stated the Village Council can approve the
5 request without conditions. She also stated the landlord should be at the Village Council meeting and
6 they can help shape the policy going forward requiring notices to the owners of the building and signs
7 which say retail space for lease. Ms. Johnson reiterated the Village Council is reviewing the Overlay
8 District and making changes.

9
10 Ms. Orsic stated with regard to hours of operation, she questioned whether they have to be 9 to 5. Mr.
11 Vanderlaan stated they can say reasonable business hours. Ms. Kaehler confirmed their hours are 10
12 to 4.

13
14 Chairperson Dalman asked if there were any other comments. Ms. Case stated she liked Ms. Orsic's idea
15 of a condition of sunsetting the special use after their three year lease is up. She described it as a
16 slippery slope and there are accidents and miscommunication. Ms. Case stated they are in the space and
17 now the Commission is to figure out how to fix the problem.

18
19 Ms. Johnson stated the Commission used a sunset provision on the One Winnetka sales office.
20 Chairperson Dalman confirmed that was a recommendation.

21
22 Ms. Orsic stated to address Mr. Foley's point if it is a successful business, for the applicant to come back
23 and show they have been open and part of the community. Chairperson Dalman agreed that would help
24 their application and building relationships. She then referred for the special use to have a sunset
25 provision and come back for a check-in as a suggestion. Chairperson Dalman then asked Ms. Kaehler if
26 she had a lease extension option. Ms. Kaehler responded she is not sure. She added if they
27 are successful, they would want to stay.

28
29 Mr. Foley stated he understood the purpose of the provision which lays a burden on the
30 applicant. Chairperson Dalman stated when the lease is terminating; there is a negotiation of the lease
31 at that time. Mr. Foley questioned if the rent is reasonable and other circumstances which are favorable,
32 for the applicant to come back and have the Commission go through the process. Ms. Orsic stated that it
33 is not unreasonable to return because they will have had a free pass for three years. Mr. Foley stated he
34 did not agree it would be a free pass. Ms. Case stated it would help to put others on notice not to try it.

35
36 Chairperson Dalman stated they would have been caught if they were doing a lot of interior work and
37 most businesses do something which required a permit. She asked if there were suggestions for any
38 other conditions.

39
40 Mr. Schoon stated Commission members are stating for the special use permit to expire at the end of
41 three years. Chairperson Dalman stated it should be coterminous with the lease term. Mr. Schoon then
42 stated the requirement would be for the applicant to come back for the Village to review the special use
43 permit before it expires in order to be able to continue operating. Ms. Holland added for the applicant
44 to remove the "By Appointment Only" sign. She also stated the Commission should urge the applicant to
45 make the window look like a retail window. Ms. Kaehler and other Commission members confirmed it
46 already does.

47
48 Ms. Kaehler confirmed she can remove the sticker tomorrow morning. She added they had a lot of walk-

1 ins anyway and it would be great for the employees to have to be there during certain hours. Ms.
2 Kaehler stated she would be happy to renew in three years and asked if she would have to pay for
3 another special use permit in three years. Mr. Schoon confirmed she would. Ms. Kaehler noted it cost
4 \$1,000.

5
6 Chairperson Dalman stated they can state it is for administrative purposes and to waive the fee. Mr.
7 Schoon stated that covers the costs. Ms. Danley suggested it be a cost to the landlord.

8
9 Mr. Vanderlaan stated he would support that condition.

10
11 Chairperson Dalman stated they can create language for the Village Council to consider a way to require
12 a review and the laws apply to everyone and there are consequences of coming in and asking for
13 forgiveness later. Ms. Holland stated they should make the Village Council aware it was inadvertently
14 done by the landlord.

15 Chairperson Dalman asked Mr. Schoon if there has ever been anything like that before where they do
16 not want to terminate the special use but for it coming in for review. Mr. Schoon responded the criteria
17 is for it to be reviewed. Ms. Kaehler stated she already paid the \$1,000. She informed the Commission
18 her lawyer reviewed it and assumed like her that as long as she paid sales tax, her business fit the retail
19 criteria.

20
21 Chairperson Dalman stated they have to figure out how to move forward with the recommendation and
22 it sounded like there is a consensus and conditions. She stated there is support from the applicant and
23 the Commission to remove the "By Appointment Only" sign and to clearly post the sign of hours of
24 operation from 10 to 4. Chairperson Dalman then stated the question remains as to whether to include
25 a sunset provision with the \$1,000 fee and recommend the Village Council consider reviewing it
26 prior to the expiration of the lease. Ms. Orsic suggested something should be there to soften it to
27 include something about a review.

28
29 Ms. Johnson reiterated there might be changes to the Retail Overlay District. Chairperson Dalman
30 confirmed there would be a review in three years prior to the expiration of the lease term to ensure
31 compliance with any potential future changes and it would still be a valid permit which would not
32 terminate unless they get the Village Council to waive the permit fee.

33
34 Mr. Foley stated the review should be consistent with current retail. Chairperson Dalman stated they
35 would still have a special permit. Mr. Foley then stated the question is whether they would still need a
36 special use permit.

37
38 Mr. Schoon stated he is hearing that the Commission would want some sort of termination and/or need
39 to review it at a point in time. He stated one approach would be a special use permit which would be
40 good for the term of the lease and the need to renew the special use to continue to operate, which
41 would be reviewed before the Commission and the Village Council. Mr. Schoon stated the second option
42 could be in three years, the special use expires but the applicant can request the Village Council to
43 continue it. Mr. Schoon added another option would be the recommendation of whatever the cost of
44 the special use permit, to ask for its renewal and for the fee to be waived or reduced. He stated if cost is
45 the concern, they can include that in the recommendation.

46
47 Chairperson Dalman commented she liked the second suggestion for in three years, for the special use
48 permit to expire and be renewed by the action of the Village Council. Mr. Schoon stated under the

1 Northbrook code, they offered those terms on special uses so they would not have to go through the
2 entire special use process.

3
4 Ms. Johnson stated not coming to the Commission reduces Village staff time. Chairperson Dalman
5 referred to a stipulation that the fee be waived and for there to be no fee for renewal.

6
7 Mr. Foley commented he liked the idea and they would not be voting against the request. Chairperson
8 Dalman stated it is not to put an undue burden on the potential success of the business. Ms. Holland
9 added as long as there is a sunset provision.

10
11 Mr. Schoon stated that the Commission appears to be ready to recommend approval based upon
12 the request meeting the standards for a special use subject to the applicant removing the sign which
13 states "By Appointment Only" and for the sign to be replaced by a sign which lists the hours of operation
14 which are Monday-Thursday from 10-4. He also stated the special use permit would be good for three
15 years or the term of the lease and prior to its expiration, the applicant can request the renewal of the
16 special use permit and such request is to be reviewed and considered by the Village Council at no fee to
17 the applicant.

18
19 Ms. Orsic made a motion as stated by Mr. Schoon. Mr. Vanderlaan seconded the motion. A vote was
20 taken and the motion was unanimously approved.

21
22 AYES: Case, Dalman, Danley, Foley, Holland, Johnson, Orsic, Vanderlaan

23 NAYS: None

24 NON-VOTING: None

25
26 Findings of the Winnetka Plan Commission
27 Alexandra Kaehler Interior Design
28 928 Green Bay Road
29 Special Use Permit
30

31 After considering the application and testimony, the Plan Commission makes its findings as follows:

32
33 *That the proposed interior design office with no retail inventory to be located within the C2 Commercial*
34 *(Retail) Overlay District is consistent with the eleven (11) standards of Chapter 17.44 of the Zoning*
35 *Ordinance, as outlined below:*

- 36
37 1. The establishment, maintenance, and operation of the Special Use will not be detrimental to or
38 endanger the public health, safety, comfort, morals, or general welfare;
39
40 2. The Special Use will not be substantially injurious to the use and enjoyment of other property in
41 the immediate vicinity which are permitted by right in the district or districts of concern, nor
42 substantially diminish or impair property values in the immediate vicinity;
43
44 3. The establishment of Special Use will not impede the normal and orderly development or
45 improvement of other property in the immediate vicinity for uses permitted by right in the
46 district or districts of concern;
47

4. Adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
6. The Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;
7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses of a comparison shopping nature;
8. Proposed street frontages providing access to or visibility for one or more special uses shall provide for a minimum interruption in the existing and potential continuity and concentration of retail uses of a comparison shopping nature;
9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses of a comparison shopping nature;
10. If a project or building has, proposes or contemplates a mix of retail, office and service-type uses, and the retail portions of the project or building shall be located adjacent to the sidewalk. The minimum frontage for each retail use adjacent to the sidewalk shall be twenty (20) feet with a minimum gross floor area of four hundred (400) square feet. In addition, such retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation; and
11. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses of a comparison shopping nature.

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Winnetka Plan Commission finds that the proposed Special Use Permit application for the property at 928 Green Bay Road is consistent with the standards for Special Use Permits with the following conditions:

1. That the applicant remove the “By Appointment Only” sign and replace it with a sign that lists the hours of operation, which are Monday through Thursday from 10am to 4pm; and
2. That the Special Use Permit be valid for three years, or the term of the lease. Prior to the expiration of the lease, the applicant can request the renewal of the Special Use Permit and such request is to be reviewed and considered by the Village Council at no fee to the applicant.



Agenda Item Executive Summary

Title: Streetscape: Contractor and Preliminary Pricing Update

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date: 01/19/2021

Consent: ☐ YES ☒ NO

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

Item History:

5-17-19 - Village Council awarded contract to ALamp for construction services for Streetscape Phase I
1-21-20 - Village Council approved contract amendment waiving bidding process and awarding construction services to ALamp for Streetscape Phase II.
6-22-20 - ALamp successfully completed Streetscape Phase I & II within agreed time frame and below approved awarded amounts.

Executive Summary:

Staff is requesting the Council's concurrence to waive the bidding requirements for construction of the Phase 3 Streetscape Project (Lincoln Avenue, north of Elm Street), and to negotiate a contract with ALamp Concrete, Inc. using the awarded Streetscape Phase I and II contract pricing from 2019. ALamp has provided a letter to the Village indicating that they are in agreement to maintain the 2019 pricing.

Staff also requests Council's direction to proceed with the purchase of streetscape elements that require a long lead-time to procure, to ensure that construction work can begin in mid-March and be substantially completed in early June.

Recommendation:

Consider directing staff to work with ALamp Concrete Contractors, Inc to develop a new contract proposal for the Lincoln Avenue Streetscape Project (Phase III) based on the following assumptions:

1. ALamp agrees to maintain unit pricing for construction items from Phase I & II Streetscape Contracts.
2. Staff will present a new contract for council review and approval at the February 16th regularly scheduled meeting.
3. Staff to move forward with the procurement of critical long lead-time items and present to council for approval.

Attachments:

1. Agenda Report
2. ALamp Concrete Inc. letter for Pricing Extension
3. Presentation Exhibits

Agenda Report

Agenda Report

Subject: **Lincoln Avenue Streetscape Project
Phase 3 Construction Design, Pricing Consensus and
Purchasing Directive**

Prepared By: James J. Bernahl, Director of Engineering/Village Engineer

Date: January 19, 2021

Introduction

During the January 19, 2021, Village Council meeting, staff will review the design and status of the proposed Phase 3 Streetscape project. (Lincoln Avenue, North of Elm Street). ALamp Concrete Contractors, Inc of Schaumburg IL, the contractor for the previous projects, has agreed to hold their unit pricing from the competitively bid July 2019 Phase 1 project for this year's proposed work. Given that ALamp has agreed to hold their pricing, staff requests the Council's concurrence to waive the bidding requirements for construction of the Phase 3 Streetscape Project and to secure this unit pricing as the pricing is favorable for our budget and schedule. Staff also requests Council's direction to proceed with the purchase of streetscape elements that require a long-lead time to acquire such as Sternberg poles, tree grates, etc.

Background – Phase 1 & 2 Streetscape Projects

At the May 7, 2019 regular Council meeting, the Village Council directed staff to seek bids for the proposed Chestnut Street and Spruce Street Streetscape project (Phase 1). On June 5, 2019, a total of four sealed bids were received, with the lowest responsible bid being offered by ALamp Concrete Company, of Schaumburg, Illinois. Construction for Phase 1 commenced on July 22, 2019 and was substantially completed on June 12, 2020.

During late 2019 and into early 2020, the Village began planning for construction of the Phase 2 streetscape improvements (generally Elm Street, between Green Bay Road and Birch Street). The Village sought pricing from the existing contractor to complete Phase 2 due to (1) the contractor's familiarity with the scope of the streetscape improvements, (2) the coordination required between the two streetscape phases, (3) the contractor and subcontractors' overall understanding of the Village's expectations, and (4) the contractor's performance to date. Based on these negotiations the contractor agreed to hold their competitively bid pricing from 2019 for the Phase 2 project. Maintaining the bid pricing this allowed the Village to award the next phase of construction below the budgeted amount. Construction for Phase 2 commenced on March 30, 2020. Due to the pandemic, the Phase 2 project was expedited and was substantially completed by June 2020.

By June 12, 2020, the Village had successfully completed the first two phases of the Streetscape Improvement program.

Construction activities included the construction of new pedestrian sidewalks, upgraded infrastructure for sewer, water and electric, new pedestrian and roadway lighting enhancements, installation of structural soils for new parkway trees, additional landscaping, hardscape improvements, and the resurfacing and re-stripping of Village roadways and north Post Office parking lot. Combined, these construction work activities were successfully completed over the course of approximately one year.

Phase 3 Streetscape Project Construction Design Elements

On August 15, 2020, the Village Council awarded a contract to Ciorba Group and Teska Associates for the professional design of the Lincoln Avenue Streetscape Project (Phase 3). Since that time, staff has been working with the consultants to prepare the streetscape construction documents based upon Council comments received following completion of the first two phases. The following highlights the proposed improvements that are incorporated into the Phase 3 streetscape.

Parkway Trees

As the Village Council is aware, the preliminary streetscape design called for the removal of many of the existing parkway trees. Considering the comments received and the evaluation by the Village Forester, the design team was able to creatively preserve significantly more of the existing parkway trees. During this process, staff walked the project site with many Village trustees to discuss the health of each tree and possibility of preserving each tree due to construction impacts. Staff also presented a report to the Environmental and Forestry Commission summarizing the health of each tree, the potential impact of construction on the trees, and which trees could be saved. The Village Forester prepared a memo outlining the evaluation process and recommendations regarding which trees would be preserved, and on December 17, 2020 this memo was sent to Village Council members and Environmental and Forestry Commission members for their information.

Streetscape Lighting

The design team evaluated concerns raised from Streetscape Phases 1 & 2 regarding the brightness of the new pedestrian, roadway, and LED bollard lights. Taking those concerns into consideration, the engineering design team has designed the new lights proposed along Lincoln Avenue and at the intersection of Elm and Lincoln to meet the required minimum standards to ensure vehicular and pedestrian safety. With the installation of additional pedestrian lights at the intersection, the engineering team was able to reduce one of the original taller roadway lights from the intersection without impacting safety. Also, maintaining many of the existing trees will assist with diffusing the lighting spread. As the future phases of Streetscape are implemented east on Elm Street and south of the intersection on Lincoln Avenue, the same considerations will be evaluated to reduce unnecessary lighting appurtenances.

Corner Plaza Areas

As with the Phase 1 & 2 Streetscape projects, the proposed Phase 3 design includes the creation of larger plaza areas at the intersection corners to create gathering spaces and the

potential for expanded outdoor dining. Given the proposed restaurants at the Elm and Lincoln intersection, the plaza areas have been significantly enlarged, which staff will review with the Council at the Village Council meeting.

Watermain Replacement

After further evaluations, given the age and material of the existing 20-inch water main that runs under Lincoln Avenue, staff recommends that the water main within the scope of the project area be replaced as part of the streetscape project. The adopted 2021 Village Budget contains sufficient funds within the Water Fund to cover the cost of replacing the water main. Over the next couple of weeks, staff will also be talking with property owners along Lincoln Avenue regarding coordinating the replacement of their existing service lines with the water main project. Staff anticipates bringing forward the water main contract to the February 2nd Council meeting for approval.

Streetscape Signage Design

At the conclusion of the adoption of the Downtown Master Streetscape and Signage Plan, Council members requested that the Design Review Board further study the proposed graphic identity image as well as the gateway and wayfinding sign designs that were shown in the Downtown Master Plan. The design at that time incorporated a proposed graphic identity image, the Native American trail tree, and the proposed signage design, which incorporated branches and leaves imagery.

Over several months, the DRB discussed the proposed graphic identity image and the signage design. As we heard from DRB members and others, residents have a greater connection to the lake than they do the trail tree image. Based upon this input, the graphic identity image has been replaced with the “sun rising over the lake” graphic image from the Village seal. The change to a lake image from a tree image led us to also change the design of the streetscape signage as the previous signage design incorporated tree leaves and branches. We have gone back to the original streetscape signage design identified in the 2008 Commercial Districts Master Streetscape & Wayfinding Plan. That signage design was incorporated into the community events kiosk signs that are currently located at Green Bay Road and Oak Street, as well as Green Bay Road and Tower Road. At its September 17 meeting, the Design Review Board approved the proposed graphic identity image as well as the signage design.

The signage designs approved by the Design Review Board have been incorporated into those signage elements (i.e., parking identity, parking directional, and business directory kiosks) included as part of the Phase 3 streetscape improvements. At a future Council meeting, staff will present a contract with Parvin Clauss Sign Company to construct and install those streetscape signs that are part of Phase 3. Staff recommends working with Parvin Clauss as it is the sign company with which Teska Associates has been working to develop the sign package. Staff will return later to the Council when ready to implement the broader wayfinding signage package for the Elm Street Business District.

Streetscape Phase 3 – Schedule, Contract Costs, and Purchase of Long Lead Time Items

Project Construction Window

As the Village continues to work with Ciorba and Teska on finalizing the design for the next phase of the Streetscape Project, staff continues to evaluate and build upon lessons learned from the previous phases of construction. A significant lesson learned was the benefit of beginning construction in mid-March (Phase 2) rather than late summer (Phase 1). Beginning a project in March and completing it by early June allowed the residents to enjoy the streetscape improvements during the warm weather months and the construction to avoid conflicts with traditional Village events. Installing parkway trees in the spring allowed the trees to stabilize and grow during the summer and fall months before installing holiday lighting. Feedback received from residents and local businesses verified that the positive impacts of the streetscape improvements were more quickly achieved by applying this approach. Based on the success of the first two phases of construction and the feedback received from the community, staff recommends that construction commence in mid-March of 2021, weather permitting. Staff anticipates beginning with the replacement of the existing watermain, which runs under the western side of Lincoln Avenue, followed by hardscape improvements on the west side, and then the improvements on the east side. Work is expected to be substantial completed by June 7th.

Phase 3 Contract Unit Pricing Costs

Considering the Village would begin construction in March, staff discussed with the Contractor the option of extending the construction unit prices from Phases 1 & 2 for one additional year. The Contractor and sub-contractors have agreed to maintain the competitively bid unit pricing from 2019 for an estimated project cost of \$1,274,740, which is under budget by approximately \$45,259. With the FY 2021 Budget, the Village Council approved \$1.32 million in the Business District Revitalization Fund for the construction of the Phase 3 Lincoln Avenue Streetscape Project.

Accepting the 2019-unit bid pricing and waiving the bidding process would save time, maintain the budget, and ensure that construction could begin in March and be finished by early June. Staff is requesting authorization to continue working with the contractor to finalize the cost proposal as outlined in this report. If Council concurs, we will bring this matter back for approval during the February 16 Council meeting.

Should the Council wish to move forward with construction in mid-March of 2021, staff requests that the Council provide staff direction to begin purchasing additional long lead-time items such as tree grates, benches, chairs, and planter pots in February to ensure the acquisition of these items will not delay construction activities. For tonight's meeting, this includes purchasing the Sternberg lighting fixtures, including banner arm attachments, and LED Roadway bollards, and banner arm attachments.

*Phase III Construction **Schedule***

Based on the concurrence by the Village Council on the recommendations outlined above the following is the schedule for this project:

January 19, 2021	Authorization to proceed with ALamp extending units prices for the Phase 3 Project and the purchase of long lead time items.
	Award Contract for purchase of Pedestrian lights, LED roadway bollards, and banner arm attachments.
February 2, 2021	Authorize agreement for proposed watermain work as part of the annual Street Rehabilitation Program.
February 16, 2021	Award Contract for Streetscape Construction Services with ALamp.
	Award contract for streetscape signage construction with Parvin Clauss Sign Company.
March 15, 2021	Construction begins, depending upon weather,
May 24, 2021	Landscape work activities,
June 7, 2021	Substantial completion of work activities,

Recommendation:

Consider directing staff to work with ALamp Concrete Contractors, Inc to finalize a contract proposal for the Lincoln Avenue Streetscape Project with the following assumptions:

1. ALamp agrees to maintain unit pricing for construction items from the 2019 Phase 1 & 2 Streetscape Contracts, which would have the cost for the Phase 3 Streetscape project come in under the budgeted amount in the FY 2021 Budget.
2. Staff will present a new contract for Council approval at the February 16th regularly scheduled meeting.
3. With Council's adoption of Resolution R-12-2021, which is also on the Council January 19 agenda, staff will move forward with the procurement of critical long lead-time items.

Attachments:

1. ALamp Letter of Pricing Extension
2. Phase 3 Streetscape Construction Plan Design

November 17, 2020

Mr. James Bernahl
Director of Engineering
1390 Willow Road
Winnetka, IL 60093

RE: Village of Winnetka – Lincoln Ave Streetscape Improvements
Hold of Existing Unit Pricing

Mr. Bernahl,

Please accept this letter as A Lamp's agreement to hold pricing on all carry over pay items from the Chestnut, Spruce, & Elm Streetscape Improvement project to the proposed Lincoln Ave Streetscape Improvement project scheduled for the 2021 construction season. The carry over pricing will be valid for the duration of proposed construction.

In the event new pay items are presented in the Lincoln Ave project that were not included in the Chestnut, Spruce & Elm Street projects, A Lamp will work with the Village of Winnetka to establish fair and equitable pricing for the newly introduced pay items.

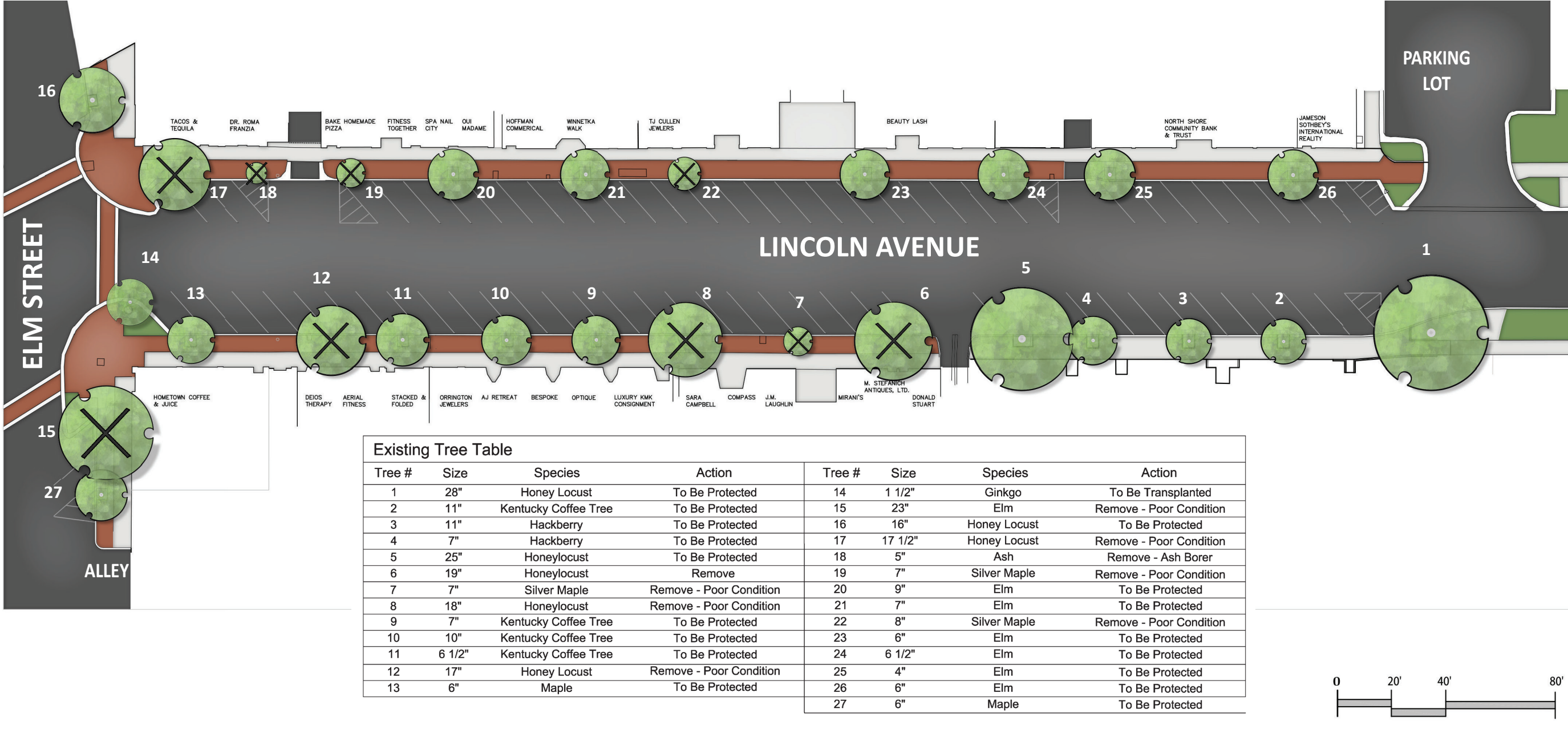
We look forward to the prospects of working with the Village of Winnetka on another successful project. If you have any additional questions or comments, please feel free to contact me.

Sincerely,
A Lamp Concrete Contractors, Inc.



Jeff Moyer
General Manager

Attachment 3

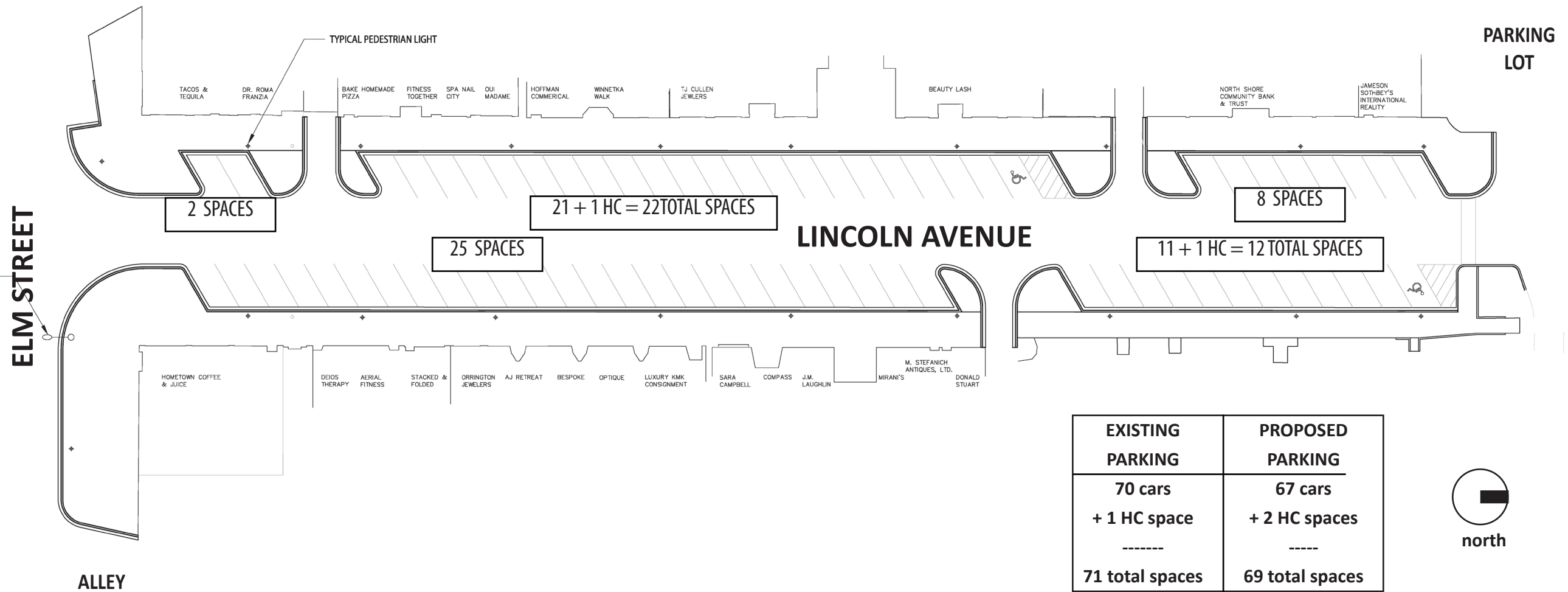


Existing Conditions and Tree Protection Plan

LINCOLN AVENUE STREETSCAPE PLAN

VILLAGE OF WINNETKA

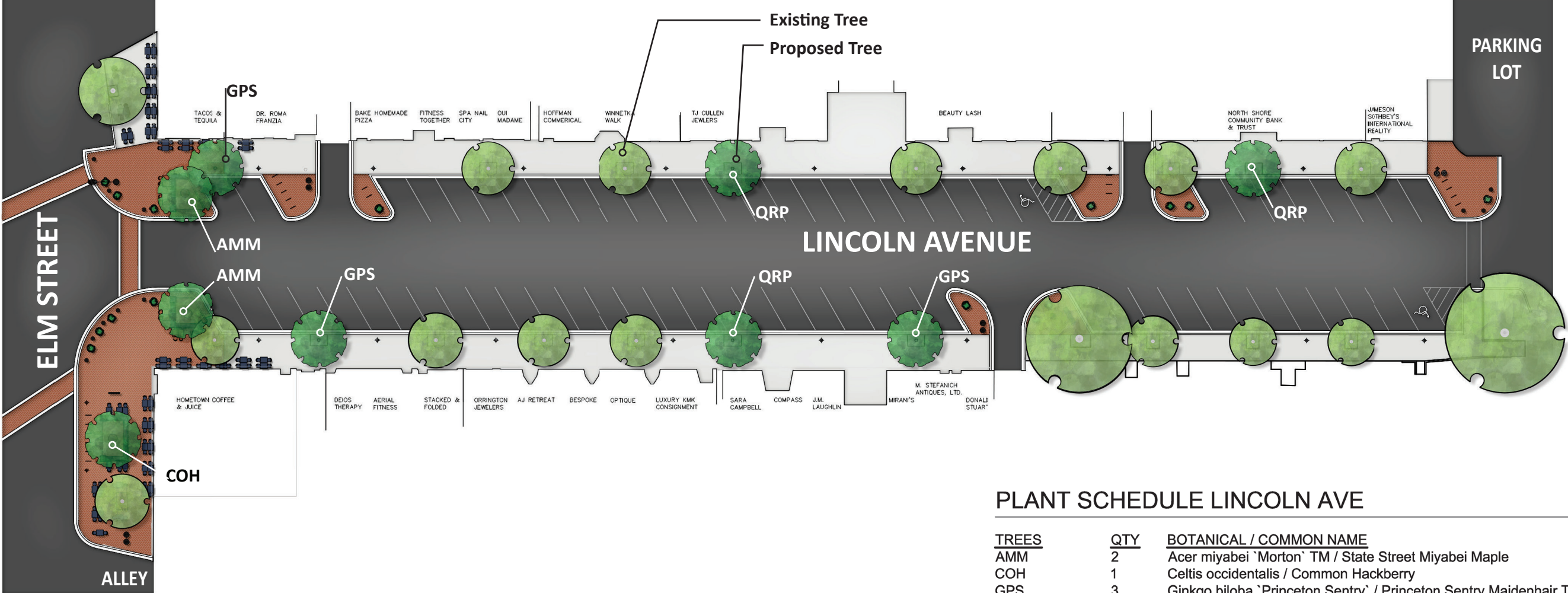
January 12, 2021



Proposed Parking Plan

LINCOLN AVENUE STREETSCAPE PLAN VILLAGE OF WINNETKA

January 12, 2021

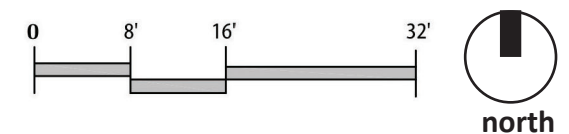


Proposed Streetscape and Tree Planting Plan

LINCOLN AVENUE STREETSCAPE PLAN

VILLAGE OF WINNETKA

January 12, 2021



Proposed Intersection Enlargement Plan

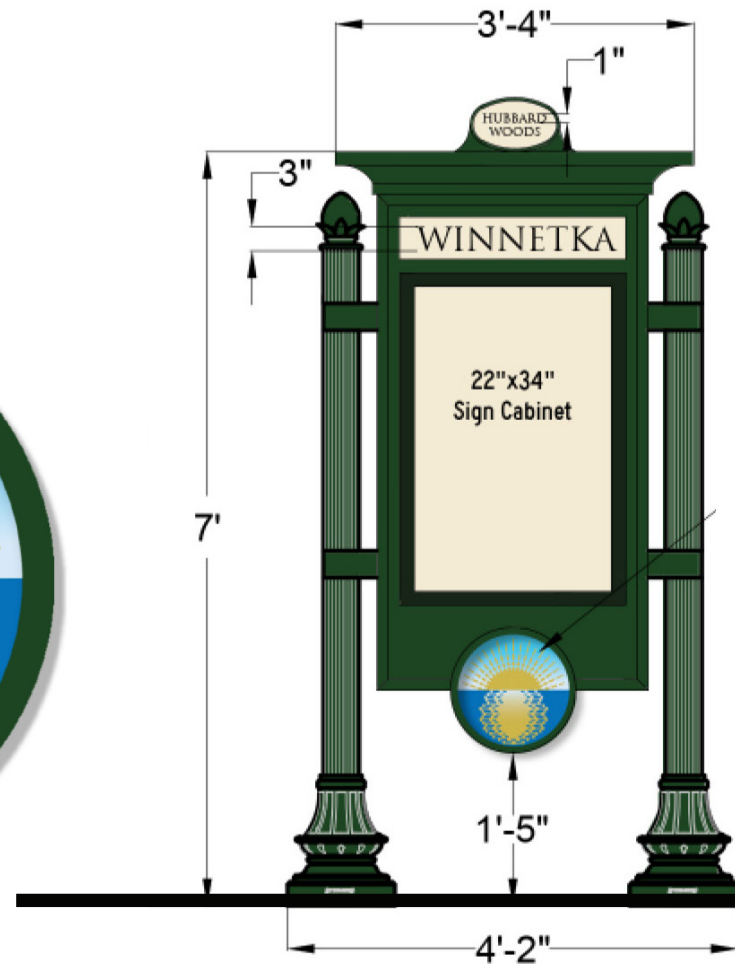
LINCOLN AVENUE STREETSCAPE PLAN

VILLAGE OF WINNETKA

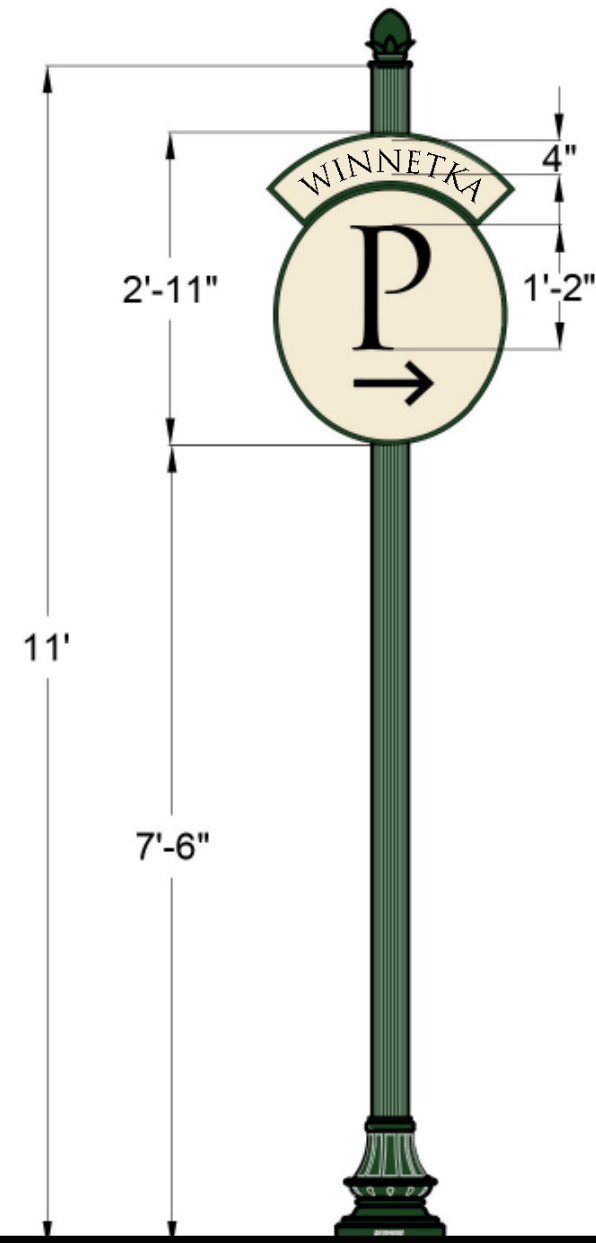
January 12, 2021



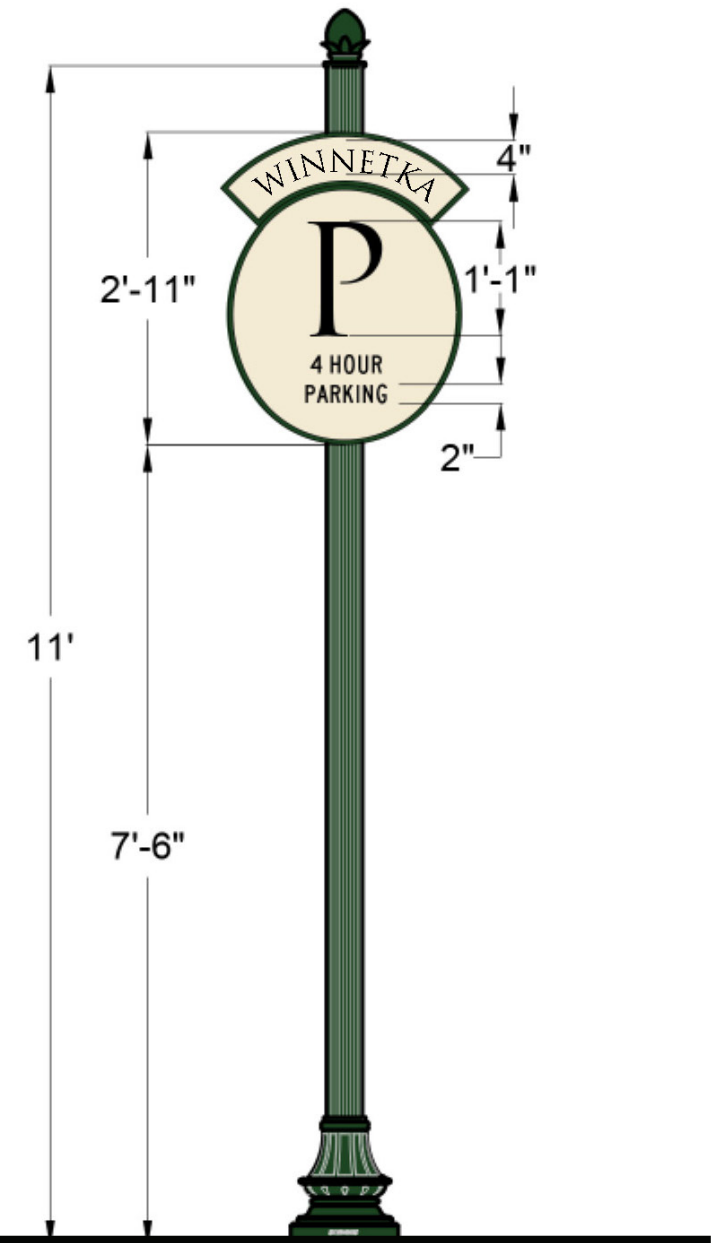
VILLAGE GRAPHIC
IDENTIFIER



BUSINESS KIOSK SIGN
WITH SIGN CABINET



VILLAGE PARKING
DIRECTIONAL SIGN



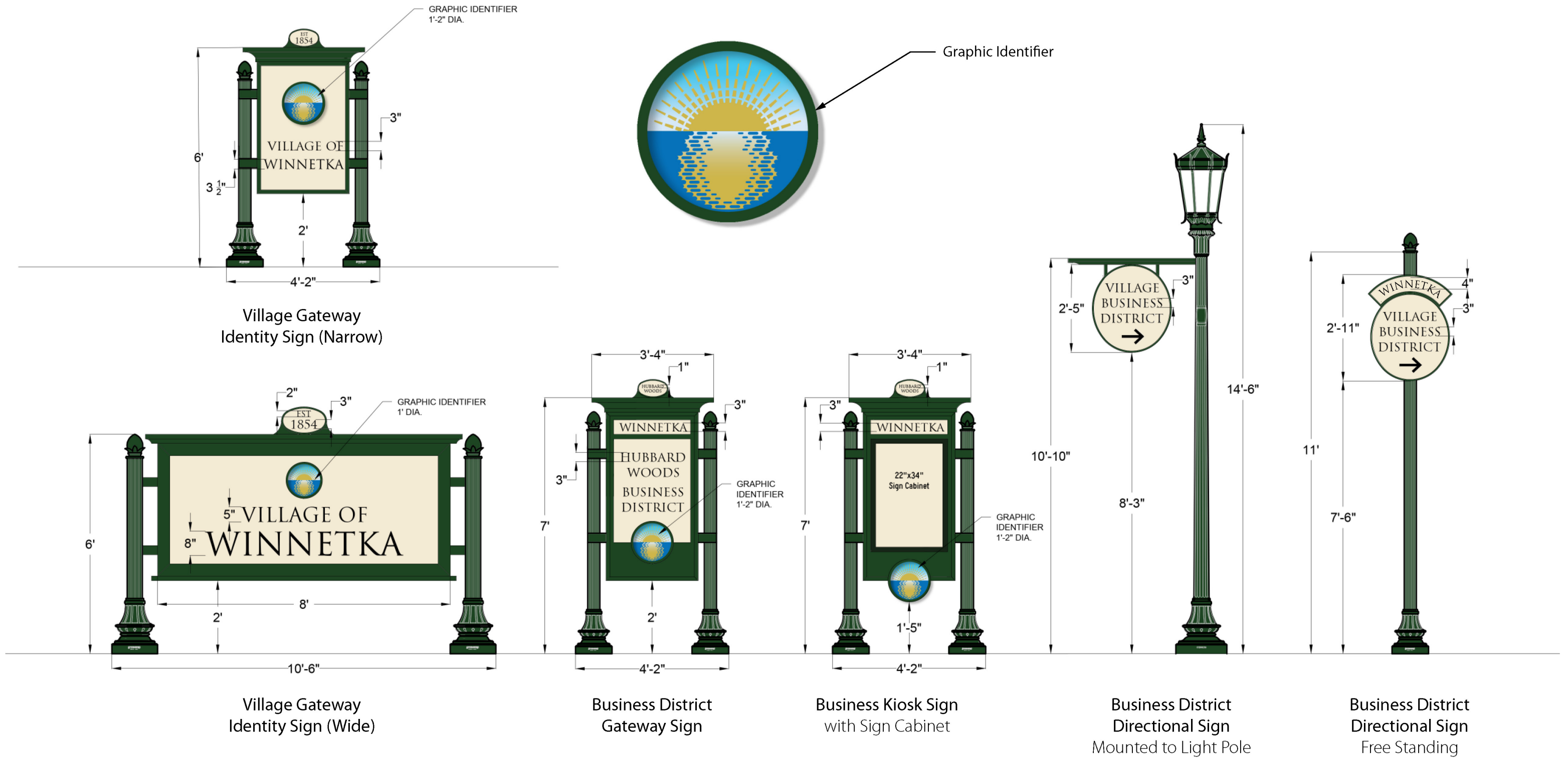
VILLAGE PARKING
IDENTITY SIGN



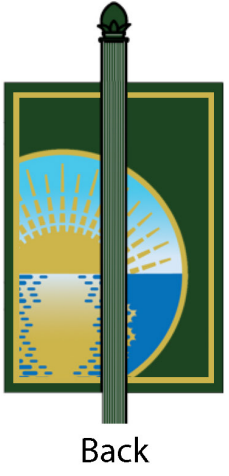
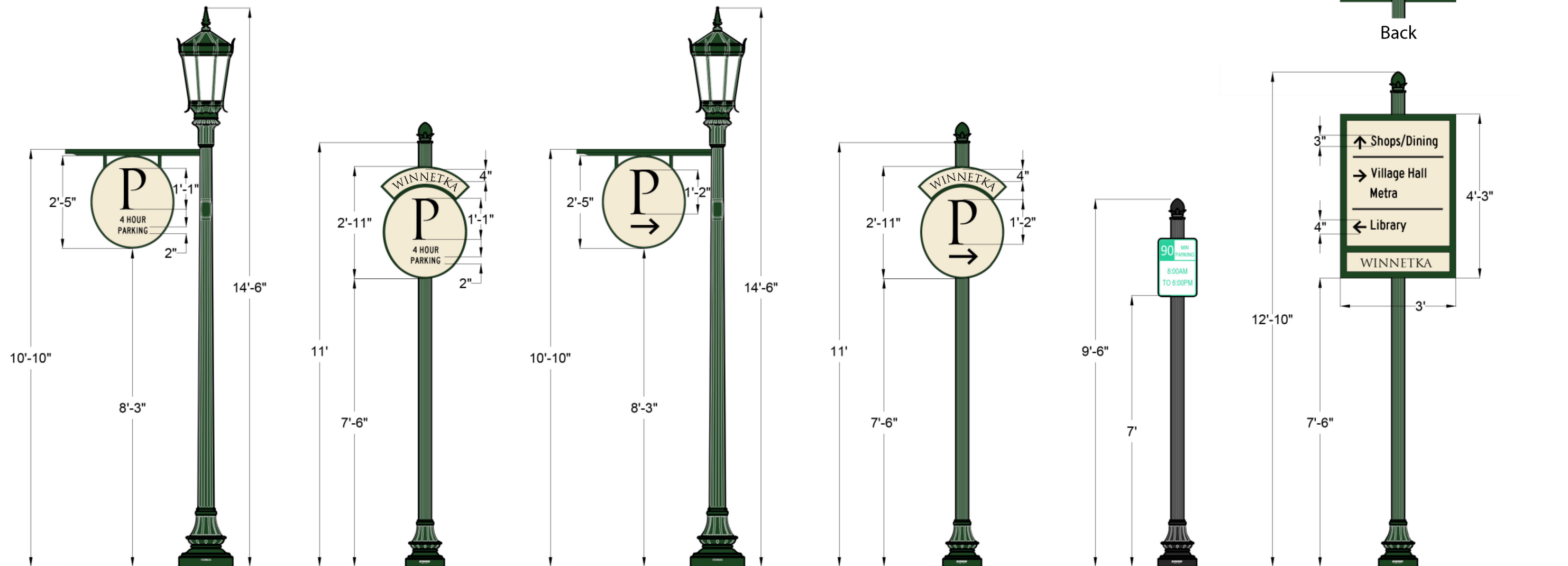
Proposed Signage Included in Phase 3

LINCOLN AVENUE STREETSCAPE PLAN VILLAGE OF WINNETKA

January 12, 2021



Proposed Gateway + Wayfinding Signage Concepts
LINCOLN AVENUE STREETSCAPE PLAN
VILLAGE OF WINNETKA
 January 12, 2021



Village Parking
Identity Sign
Mounted to Light Pole

Village Parking
Identity Sign
Freestanding

Village Parking
Directional Sign
Mounted to Light Pole

Village Parking
Directional Sign
Freestanding

Regulatory Sign

Directional Sign



Proposed Gateway + Wayfinding Signage Concepts
LINCOLN AVENUE STREETSCAPE PLAN
VILLAGE OF WINNETKA
 January 12, 2021



KEY

- Elm St District Boundary
- P Public Parking Lots
-  Traffic Signal
- P Parking Directional
- P Parking Identity
-  District Gateway
-  Directional
-  Community Events Kiosk *Existing*
-  Community Events Kiosk *Proposed*
-  Business Kiosk

Proposed Gateway + Wayfinding Signage Concepts

LINCOLN AVENUE STREETSCAPE PLAN VILLAGE OF WINNETKA

January 12, 2021

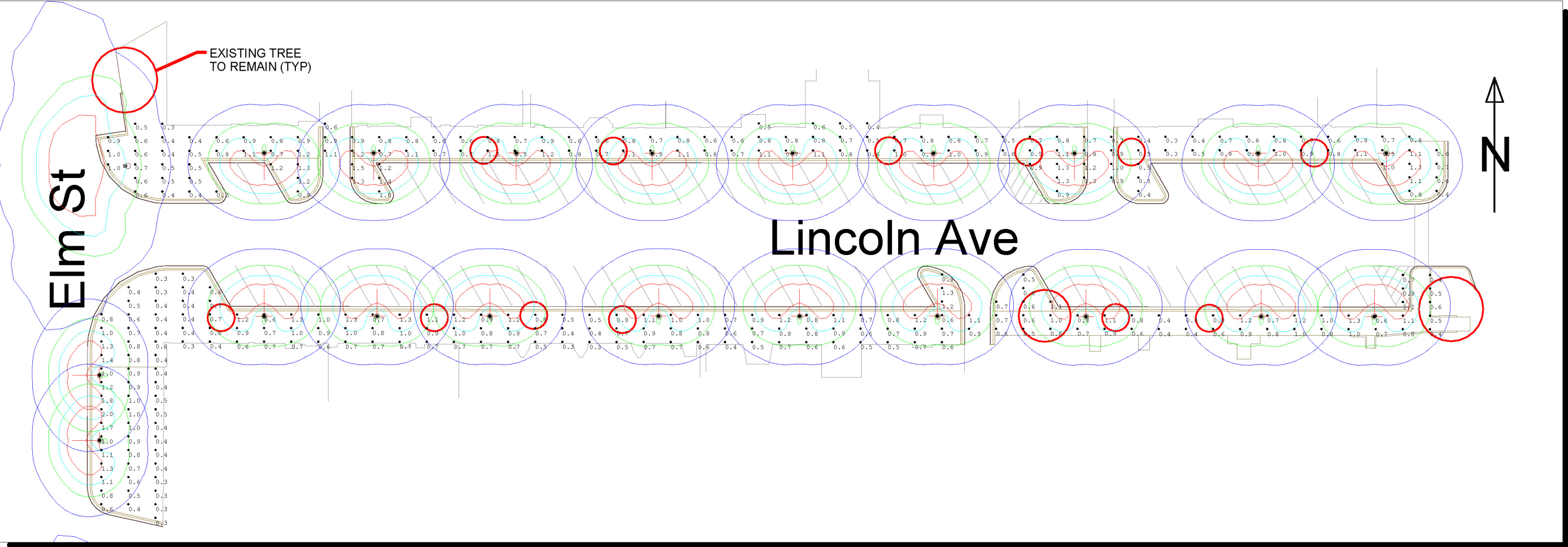




Proposed Gateway + Wayfinding Signage Concepts
LINCOLN AVENUE STREETSCAPE PLAN
VILLAGE OF WINNETKA
 January 12, 2021

Luminaire Schedule				
Symbol	Qty	Label	LLF	Description
●	20	Pedestrian Pole	0.660	Sternberg: MS805LED-3ARC45T3-MDL03-SV2
⊞	2	Roadway Pole	0.750	Kim Lighting: cc213e35-12013k

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
East Sidewalk	Illuminance	Fc	0.75	2.0	0.3	2.50
West Sidewalk	Illuminance	Fc	0.78	1.5	0.3	2.60



#	Date	Comments

Revisions

Drawn By: JMW
Checked By: DTJ
Date: 1/12/2021
Scale:

Lincoln Ave Photometrics
Illuminance with Isolines



Agenda Item Executive Summary

Title: Resolution No. R-12-2021: Purchase of Pedestrian Lighting and Banner Attachments (Adoption)

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date: 01/19/2021

Consent: ☐ YES ☒ NO

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

Item History:

2021 Budgeted Item

Executive Summary:

As part of the Lincoln Avenue Streetscape Project, the Village proposes adding enhanced pedestrian lighting along Lincoln Avenue between Elm Street and the entrance to the Lincoln Avenue parking lot. Similar to the Phase I & II Streetscape Projects, the addition of the pedestrian lighting and LED roadway bollards will improve the overall lighting along Lincoln Avenue and allow for the enhancement of holiday lighting. Each of the new pedestrian lights will include attachments to allow for the placement of banners. The proposal also includes the addition of 20 banner arm attachments to be placed on the pedestrian lights in the Phase I & II Streetscape limits.

To ensure that the work is completed on time, and to avoid potential mark-up fees, staff is requesting the authorization to move forward with directly purchasing the pedestrian lights, LED bollards, and banner arm attachments as part of the Lincoln Avenue Streetscape Project. These lighting fixtures typically have longer lead times for delivery and since these items are considered critical for the completion of the work, staff is seeking to expedite the purchase.

The Village received a quote from the lighting supplier, KSA Lighting & Controls, for the purchase of the additional lights and attachments. KSA Lighting & Controls is a sole source provider of the Sternberg Light's being utilized by the Village.

The Village has budgeted \$1,320,000 for the 2021 Lincoln Avenue Streetscape Project; Account No. 420.15.01-650, and \$43,000 for the Elm Street District (Phase I, II, and III) banner and bracket purchases Account No 420.01-15-558. Staff is proposing to use the funds from each account as follows to pay for the Lighting and Banner attachments:

Account No. 420.15.01-650 - \$105,990

Account No. 420.15.01-558 - \$26,140

Recommendation:

Consider adopting Resolution No. R-12-2021, approving the proposal from KSA Lighting & Controls, for the purchase of Sternberg Pedestrian Lights, LED Bollards, and Banner Brackets for the Lincoln Avenue Streetscape Project (Phase III) for an amount not to exceed \$134,060.

Attachments:

1. Resolution No. R-12-2021
2. Copy of Proposal from KSA Lighting & Controls

**A RESOLUTION WAIVING BIDDING AND APPROVING THE PURCHASE
OF PEDESTRIAN LIGHTING FIXTURES FROM KSA LIGHTING & CONTROLS**

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 adopted the Downtown Streetscape and Signage Plan which calls for the installation of pedestrian lighting fixtures ("***Pedestrian Fixtures***") on Lincoln Avenue between Elm Street and the Lincoln Avenue Parking Lot entrance and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code the bidding requirements may be waived for contracts which by their nature are not adaptable to competitive bidding; and

WHEREAS, KSA Lighting & Controls ("***Vendor***") is currently the sole source proprietary vendor in the market for Pedestrian Fixtures that are consistent with the Village's Downtown Streetscape and Signage Plan; and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the purchase of the Pedestrian Fixtures from the Vendor;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the purchase of the Pedestrian Fixtures.

SECTION 3: APPROVAL OF PEDESTRIAN FIXTURE PURCHASE. The Village Council hereby approves of the purchase of the Pedestrian Fixtures and attachments from the Vendor in an amount not to exceed \$134,060.

SECTION 4: AUTHORIZATION TO EXECUTE PURCHASE ORDER. 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 for the purchases of the Pedestrian Fixtures approved pursuant to Section 3 of this Resolution.

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

ADOPTED this 19th day of January, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



LIGHTING & CONTROLS

Quote Attachment 2

Job Name: Village of Winnetka
Quote #: 19-33012-22
Quote Label: 1/6 CHESTNUT STREET - PHASE III
Job Location: Winnetka, Illinois
Issue Date: 1/8/2021
Good Through: 7/27/2019
Quoted By: Bach, Kelly

KSA LIGHTING INC
1220 CENTRAL AVE
HANOVER PARK, IL 60133-5420
(Phn) 630-307-6955 EXT:
(Fax) 630-307-6965

Quoted To: KSA LIGHTING INC
1220 CENTRAL AVE
HANOVER PARK, IL 60133-5420

Type	Qty	Manufacturer / Brand	Catalog #	Line Comment	Unit \$	Ext \$
			8 - 10 WEEKS			
	20	Sternberg Lighting	SSP10143-PT-MS805ALED-73-3ARC27T3-MDL03-SV2-FHD-FMC/4211'-3"TFP5-C-GFI IUC/CM		\$3,309.00	\$66,180.00
	20	Sternberg Lighting	ADDER: 2-BDBA		\$889.00	\$17,780.00
	20	Sternberg Lighting	ADDER: FDRB		\$67.00	\$1,340.00
	12	Sternberg Lighting	4201LED/3S27TLCA/MDL03/FDRB/CM		\$1,605.00	\$19,260.00
	10	Sternberg Lighting	R-BSBA/CM		\$193.00	\$1,930.00
	20	Sternberg Lighting	2-Y0082-CBDBA6-20"/CM-TAVERN MARKET GREEN		\$1,307.00	\$26,140.00
	40	Sternberg Lighting	NIP	NOT IN-USE PLUG FOR BANNER ARM HUBS	\$17.00	\$680.00
	1	Sternberg Lighting	LOT CHARGE: CUSTOM MATCH FINISH - TAVERN MARKET GREEN	per release.	\$750.00	\$750.00

Grand Total: \$134,060.00

Notes

- * Lamps NOT Included Except as Noted
- * Manufacturer's Standard Freight Terms and Conditions for Sale Apply
- * Any deviation voids this quote.
- * Alternate Fixtures are not included in the total.
- * Final confirmation of quantities and design intent is the responsibility of the contractor.
- * Subject to approval; No plans or specs were provided at bid time.
- * Certain assumptions have been made to assemble a functional system from the supplied documents. Final verification that all necessary equipment has been specified and ordered is the responsibility of the specifier/contractor. Please read the accompanying Bill of Materials carefully to verify that all items are correct.
- * Please reference KSA quote number on purchase order.
- * A set of submittals marked "Approved as Noted", or KSA Release Waiver Form, will be required for all project orders.
- * Partial releases are subject to additional freight charges.
- * Linear product over eight foot runs will require Factory Drawings approved. Distributor Hold For Release po is required to get factory drawings - which can take 1-2 weeks. Order will not be released to production until factory drawings are approved. Standard catalog cuts/specs will NOT be accepted.
- * KSA does not take responsibility for accuracy of submittals unless they are done by KSA or reviewed by KSA prior to submitting.



LIGHTING & CONTROLS

Quote

Job Name: Village of Winnetka
Quote #: 19-33012-22
Quote Label: 1/6 CHESTNUT STREET - PHASE III
Job Location: Winnetka, Illinois
Issue Date: 1/8/2021
Good Through: 7/27/2019
Quoted By: Bach, Kelly

Notes

- * All control products will require submittal sets generated by KSA. Full Submittal sets are available upon receipt of HFR Purchase orders and require approximately 2 weeks to produce. Device color, voltage and counts must be verified prior to project release.
- * nLight devices require CAT 5 cable connections between devices. 1500 ft max cable length per zone. The preferred CAT 5 cable pin out for the nLight network is T568B.

Freight/Order Terms

Sternberg Lighting:	7500.00 net distributor cost for factory pre-paid to a single location within the 48 contiguous United States. Multiple location shipments and/or split subject to additional freight charges. Residential shipments require flat charge of 100 per shipment. Sternberg Lighting Terms of Sale: 2) All orders 10,000.00 and over require approved drawings prior to release. 3) Price good until expiration date. Lamps not included unless noted in part number. 4) Sternberg Lighting reserves the right to correct any typographical errors. 5) Cancellation of released purchase orders are subject to a 50% cancellation fee.	Freight Minimum:	\$7,500	Qualifies: Yes
		Order Minimum:	\$50.00	Qualifies: Yes

Special Terms