



# Village of Winnetka

## Village Council Regular Meeting

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June 6, 2023 at 7:00 PM  
Village Hall  
510 Green Bay Road

### AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
  - a. June 13, 2023 Study Session
  - b. June 20, 2023 Regular Meeting
  - c. Thursday, July 6 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
  - a. Approval of Village Council Minutes
    - i. May 9, 2023 Study Session
  - b. Approval of Warrant List Dated May 5, 2023 - May 18, 2023
  - c. Resolution No. R-58-2023: Approving an Intergovernmental Agreement with the Winnetka Park District for Staffing at the Cherry Street Beach (Adoption)
  - d. Resolution No. R-59-2023: Waiving Bidding, Approving the Disposal of a Public Works Vehicle, and the Purchase of a New Public Works Vehicle from Currie Motors Commercial Center (Adoption)
  - e. Resolution No. R-60-2023: Approving an Agreement with Global Infrastructure, LLC for Maintenance of the Water Plant's Raw Water Intake (Adoption)
  - f. Resolution No. R-61-2023: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Weg Transformers USA, LLC for 75 kVA Pad Mount Transformers (Adoption)
8. **Ordinances and Resolutions**
  - a. Ordinance No. M-08-2023: Granting a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of a New Mixed-Use Building Within the C-2 General Retail Commercial District - 564 Green Bay Road (Adoption)

- b. Ordinance No. MC-06-2023: Amending the Winnetka Village Code Concerning the Use and Licensing of Leaf Blowers (Introduction)
- c. Resolution No. R-57-2023: Waiving Bidding and Approving the Purchase of Police Body Worn Cameras, Tasers, and Software from Axon Enterprises, Inc. (Adoption)

**9. Old Business**

**10. New Business**

**11. Appointments**

- a. Appointment of Environmental & Forestry Commission Member

**12. Closed Session**

**13. Adjournment**

**NOTICE**

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

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

**MINUTES  
WINNETKA VILLAGE COUNCIL  
STUDY SESSION  
May 9, 2023**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, May 9, 2023, at 7:00 PM.

- 1) Call to Order. President Pro Tem Bob Dearborn called the meeting to order at 7:02 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler, and Bridget Orsic. Absent: President Chris Rintz. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Courtney Willits, Water & Electric Director Brian Keys, Assistant Water & Electric Director Nick Narhi, Finance Director Tim Sloth, and 4 persons in the audience.

2) Public Comment.

- a) Katie Stevens addresses members of Council regarding lakefront matters, stormwater, and concerns pertaining to public safety along the beachfront.

- b) Irene Smith addresses Council on concerns related to permitting along the lakefront.

Trustee Dalman enters at 7:11pm.

- c) Ted Wynnychenko addresses Council on concerns relating to lakefront properties.

3) Advanced Metering Infrastructure (AMI).

Assistant Director of Water & Electric Nick Narhi states that while the current meter reading process is entirely manual, the Advanced Metering Infrastructure project would not only modernize the system and process, but customers would see significant benefits relating to customer service improvements. Mr. Narhi informs Council of the Village's metering methods for water and electric and the history of metering advancements in comparison to the Village. Currently, Village staff complete manual meter reads before the data is uploaded, verified, and the billing file is issued to an outside vendor that prints and mails the utility bills to customers.

Benefits of the AMI project would positively impact customer benefits, such as: improved response times, accessibility to high quality data, and overall metering infrastructure improvements. Electric system improvements include implementation of a true smart grid that will significantly improve the metering infrastructure and process. The AMI project will also contribute to a greater detail of customer consumption trends for rate making, assist in decreases of unaccounted water loss through the improved accuracy of meters, and help identify of potential theft through remote disconnect and reconnect options and alerts.

Mr. Narhi informs Council of Power System Engineering evaluation methods and proposed phases of the project, including the timeline and projected dates.

Council discusses matters related to the Village's revenue, quality and efficiency of data, smart grid implementations, lifespan of the system, and customer related data.

The Power System Engineering representative informs Council of system improvements, system efficiency, the improved quality of data and meter reads, and benefits for both customers and the Village.

Tim Sloth informs Council of the cost components and budget offsets, matters related to inflation, ownership cost components, budgeting related to the electric, water, information technology, and general fund, staff related expenses, and grant opportunities.

Water & Electric Director Brian Keys confirms that Council will not yet be approving any finalized contracts and states the next phases of the AMI project.

Council unanimously agrees that the AMI project will not only be beneficial for the Village, but will also significantly improve the system and process.

Public Comment.

Tim Ring addresses Council regarding the ownership of data and wholesale providers.

Adjournment. Trustee Apatoff, seconded by Trustee Dalman moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:41 pm.

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Recording Secretary





## **Agenda Item Executive Summary**

**TITLE:** Approval of Warrant List Dated May 5, 2023 - May 18, 2023

**PRESENTER:** Robert M. Bahan

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**AGENDA DATE:** June 6, 2023

**CONSENT:** Yes

**ITEM TYPE:** Consent Agenda

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**ITEM HISTORY:**

None.

**EXECUTIVE SUMMARY:**

The Warrant List Dated May 5, 2023 - May 18, 2023

**RECOMMENDATION:**

Consider approving the Warrant List dated May 5, 2023 - May 18, 2023

**ATTACHMENTS:**

None



## **Agenda Item Executive Summary**

**TITLE:** Resolution No. R-58-2023: Approving an Intergovernmental Agreement with the Winnetka Park District for Staffing at the Cherry Street Beach (Adoption)

**PRESENTER:** Brian O'Connell

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**AGENDA DATE:** June 6, 2023

**CONSENT:** Yes

**ITEM TYPE:** Consent Agenda

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### **ITEM HISTORY:**

June 21, 2022 - Resolution No. R-73-2022; The Adoption of the Memorandum of Agreement with the Winnetka Park District - Cherry Street Beach Security Monitoring Agreement

### **EXECUTIVE SUMMARY:**

The Village of Winnetka owns the lakefront access property between 445 and 455 Sheridan Road, commonly referred to as the Cherry Street Beach. A significant number of visitors frequent this location during the summer months. In response to a high volume of nuisance and trespassing complaints from area lakefront residents, the Village of Winnetka and the Winnetka Park District entered into a Memorandum of Agreement in 2022. The MOA identifies the assignment of a Park District employee and security services contracted by the Park District to monitor the property for designated dates and times. The MOA also defines indemnification and liability between the Village of Winnetka and the Winnetka Park District. The MOA is effective for the period of May 26, 2023 through September 5, 2023, which the term may be extended by the mutual agreement of both parties.

The cost of services provided by the Winnetka Park District to the Village of Winnetka is as follows:

9.75 hours of service per day @ \$14.00 per hour = \$136.50 per day.

78 days @ \$136.50 per day = \$10,647 total cost of services.

The Police Department budgeted for said expenditure in account #100.26.01.566 (Other Operating Services).

The Agreement has been reviewed by the Village Attorney and will be presented at the Park District board meeting on June 7, 2023.

### **RECOMMENDATION:**

Consideration to adopt Resolution No. R-58-2023; Memorandum of Agreement with the Winnetka Park District - Cherry Street Beach Security Monitoring Agreement

**ATTACHMENTS:**

1. Resolution No. R-58-2023: Approving an Intergovernmental Agreement with the Winnetka Park District for Staffing at the Cherry Street Beach

**RESOLUTION NO. R-58-2023**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE WINNETKA PARK DISTRICT FOR  
STAFFING AT THE CHERRY STREET BEACH**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

**WHEREAS**, the Village owns lakefront access property between 445 and 455 Sheridan Road commonly referred to as the Cherry Street Beach; and

**WHEREAS**, the Village and the Winnetka Park District ("***District***") desire to enter into an intergovernmental agreement for the District to provide an attendant to monitor Cherry Street Beach ("***Agreement***"); and

**WHEREAS**, the Village President and Village Council have determined that entering into the Agreement will serve and be in the best interest of the Village;

**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 INTERGOVERNMENTAL AGREEMENT.** The Village Council hereby approves the Agreement by and between the Village and the District in substantially the same form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

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

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

*[SIGNATURE PAGE FOLLOWS]*

**ADOPTED** this 6<sup>th</sup> day of June, 2023, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

Signed

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**  
**AGREEMENT**

## **MEMORANDUM OF AGREEMENT**

### **I. Parties**

The Village of Winnetka (“Village”) and the Winnetka Park District (“Park District”), collectively referred to as the “Parties” or individually as “Party.”

### **II. Purpose**

- A. Pursuant to Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Park District and the Village agree to the terms and conditions set forth in this Memorandum of Agreement (“MOA” or “Agreement”) for the benefit of their respective constituents.
- B. The Park District agrees to provide certain services for the benefit of the Village in exchange for compensation to be paid by the Village to the Park District and other good and valuable consideration pursuant to the terms and conditions of this Agreement. The Village agrees to pay the Park District compensation in exchange for the services described below, pursuant to the terms and conditions of this Agreement.

### **III. Beach Attendant Services and Costs**

- A. Park District will provide an employee to serve as a beach attendant (“Beach Attendant”) assigned to the Cherry Street Beach (“Property”) pursuant to the terms and conditions set forth in this Agreement. The Park District shall be responsible to pay the Beach Attendants’ salary, benefits, workers’ compensation, and unemployment compensation, as applicable.
- B. The Beach Attendant services shall consist of the following: (i) verbally direct visitors to remain on public property including the public access area; (ii) verbally direct visitors not to enter private property adjacent to the Property; (iii) verbally direct visitors not to enter Lake Michigan; and (iv) observe behavior, attempt to verbally direct individuals from engaging in any unsafe or unlawful behavior, and report same to the Village’s Police Department (collectively, “Services”).
- C. Village acknowledges that neither the Beach Attendant nor the Park District shall provide any enforcement, security, or protection services. Park District shall not be liable or responsible to the Village for any personal injury, death or property damage occurring at the Property except to the extent caused by the Park District’s gross negligence or intentional misconduct. To the fullest extent permitted by the laws of the State of Illinois, Village hereby forever waives, relinquishes and discharges the Park District, and its park commissioners, officers, employees, volunteers, attorneys and agents from any and all claims of every nature whatsoever, which Village may have at any time against District, its Park Board, officers, employees, volunteers and/or agents, including without limitation claims for personal injury or property damage sustained or incurred by the Village or any person claiming by, through or under Village, relating directly or indirectly to any activity occurring on the Property, except to the extent caused by the Park District’s gross negligence or intentional misconduct.

- D. A Beach Attendant will be scheduled to be on duty at the Property from 10:45 a.m. to 8:00 p.m. seven (7) days per week during the Term. The Village will compensate the Park District for Beach Attendant Services as described below for the period 10:30 a.m. through and including 8:15 p.m., seven (7) days per week during the Term pursuant to the following:
1. The morning Beach Attendant will check-in at Tower Road Beach at 10:30 a.m. and report to the Property not later than 10:45 a.m.
  2. Beach Attendant coverage at the Property will end at 8:00 p.m. and Beach Attendant will check out at Tower Road Beach at 8:15 p.m.
  3. The overall Beach Attendant coverage for a given day including clock-in and clock-out time is 10:30 a.m. to 8:15 p.m., or 9.75 hours.
  4. The blended hourly rate for a Beach Attendant is \$14.00.
  5. The daily cost for Beach Attendant service is \$14.00/hour x 9.75 hours per day, or \$136.50.
  6. The Park District will staff the Property when the Park District beaches are opened, beginning the morning of Sunday, June 4 and ending the evening of Sunday, August 20, or 78 days.
  7.  $78 \text{ days} \times \$136.50 = \$10,647$ . The Park District will invoice the Village of Winnetka monthly for the Services based on hours worked at the rates referenced above.
  8. The Village will pay the Park District an additional administrative fee of Ten Dollars (\$10.00) as and for the Services.
  9. The Beach Attendant will not provide lifeguard services or first aid as swimming is prohibited at the Property by Village ordinance.

#### **IV. Indemnification and Insurance**

- A. To the extent permitted by law, the Village shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents ("Park District Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs) (collectively, the "Losses"), arising from or in any way connected with (i) any act, omission, wrongful act or negligence of the Village, its elected or appointed officials, officers, agents, employees, volunteers, contractors or subcontractors related to this Agreement, the Property, or the Services; (iii) any accident, injury or damage whatsoever occurring in or at the Property. The Village's duty to indemnify and hold harmless the Park District Indemnitees pursuant to this paragraph does not apply to the extent the Losses were caused by the gross negligence or intentional misconduct of the Park District Indemnitees. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Village shall similarly protect, indemnify, and hold and save harmless the Park District Indemnitees against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Village's breach of any of its obligations under, or the Village's default of, any provision of the Agreement.
- B. To the extent permitted by law, the Park District shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents ("Village Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to legal



fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with any intentional wrongful act or omission, or gross negligence of the Park District, its elected or appointed officials, officers, agents, employees, volunteers, contractors or subcontractors related to this Agreement, the Property or the Services, except to the extent caused by the negligence or intentional wrongful act or omission of the Village Indemnitees. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Park District shall similarly protect, indemnify and hold and save harmless the Village Indemnitees against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Park District's breach of any of its obligations under, or the Park District's default of, any provision of the Agreement.

- C. The obligation on the part of either Party to defend, hold harmless and indemnify the other Party shall survive the expiration or termination of this Agreement for any reason, but only for claims that have accrued prior to termination of this Agreement.
- D. The Village shall require any contractor entering into an agreement after the commencement date of this Agreement, who performs any work or provides any services at the Property, to defend, hold harmless and indemnify the Park District to the same extent as required of the Village, and the Village shall include in all such contracts a statement expressly declaring the Park District to be a third-party beneficiary of the contract with respect to the indemnification provision.
- E. The Village shall procure and maintain during the term of this Agreement a policy of General Liability Insurance providing coverage for bodily injury and property damage claims arising on the Property. The policy shall (a) provide "occurrence" based coverage; (b) be issued by a company authorized to transact business in this State under the Illinois Insurance Code; (c) include an endorsement naming the Park District Indemnitees as an additional insured; (d) include contractual liability coverage; (e) apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District; (f) properly acknowledge any insurance or self-insurance maintained by the Park District shall be excess of the Village's insurance and shall not contribute to it; The Village shall provide evidence of said insurance coverage upon request by the Park District, by furnishing the Park District with a Certificate of Insurance and, if requested, a certified copy of the policy issued by the insurer and all endorsements. With respect to the Village's obligations pursuant to this provision, such certificates and policies shall be provided through the Village's self-insurance risk pool, which the Park District hereby finds acceptable. Unless otherwise agreed to in writing between the Village and Park District, the General Liability policy shall have limits of not less than \$5,000,000 per occurrence bodily injury/property damage combined single limit and \$10,000,000 aggregate bodily injury/property damage combined single limit.

## **V. Security Services**

- A. The Park District is presently under contract with Seldin Security Services, Inc. ("Seldin") to patrol the Park District's beaches and related parks 7:00 p.m. to 1:00 a.m., beginning Saturday, May 20, 2023 through Friday, September 22, 2023, thereby ending 1:00 a.m., Saturday, September 23, 2023. The Park District has requested that Seldin lock the Property's

public access gate not later than 9:00 p.m. daily for the period of Tuesday, June 13, 2023 through Monday, September 4, 2023.

- B. Seldin shall not have any responsibilities towards the Village with regard to the Property except as specified within the revised executed agreement between the Park District and Seldin.
- C. Neither the Park District nor the Beach Attendant shall be required to enforce any laws, regulations, rules, or ordinances on the Property, and neither the Park District nor the Beach Attendant shall be liable for any personal injuries, death or property damage that may occur on the Property during the Term of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Park District.
- D. All costs for retaining Seldin shall be paid by the Park District. The Park District shall have no liability to the Village or any third party for any act or omission of Seldin in the performance of the services it will provide pursuant to the terms of this Agreement or pursuant to the terms of the agreement between Seldin and the Park District.

#### **VI. Term of Agreement**

This Agreement shall be effective for the period of Friday, May 26, 2023 through 1:00 a.m., Tuesday, September 5, 2023 ("Term"), which Term may be extended by the mutual agreement of the Parties.

[SIGNATURE PAGE FOLLOWS]

**VILLAGE OF WINNETKA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**WINNETKA PARK DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



## **Agenda Item Executive Summary**

**TITLE:** Resolution No. R-59-2023: Waiving Bidding, Approving the Disposal of a Public Works Vehicle, and the Purchase of a New Public Works Vehicle from Currie Motors Commercial Center (Adoption)

**PRESENTER:** Erik Jensen

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**AGENDA DATE:** June 6, 2023

**CONSENT:** Yes

**ITEM TYPE:** Consent Agenda

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### **ITEM HISTORY:**

As part of the Fiscal Year 2023 budget, funding in the amount of \$50,000 has been appropriated for the replacement of Unit 06, a 2006 Ford Ranger utilized by the Public Works Department.

### **EXECUTIVE SUMMARY:**

The Public Works Department's Fiscal Year 2023 budget contains \$50,000 for the replacement of Unit 06 (a 2006 Ford Ranger). This vehicle is utilized for a variety of purposes in the Department including hauling materials, snow plowing and miscellaneous other tasks as assigned. The unit was recommended for replacement based on its advanced age. Furthermore, the vehicle is in poor overall condition. The Department proposes replacing this unit with a 2023 Ford F-250 Crew Cab.

Due to supply shortages and delays in production of vehicles, the Village reached out to multiple dealerships to secure a 2023 Ford F-250 Crew Cab. Staff was ultimately able to locate one available vehicle at Currie Motors Commercial Center ("Currie"). Currie submitted a quote for the vehicle for a not to exceed price of \$54,320.00. After discussions, Currie also offered a trade-in value for Unit 06 of \$5,000.00, which reduces the total purchase to \$49,320.00.

The Fiscal Year 2023 budget contains \$50,000 for this project in Account No. 100.30.01-625 (Capital Vehicle Purchases).

Based on these factors, staff recommends waiving bidding and approving the purchase of a 2023 Ford F-250 Crew Cab from Currie.

Resolution No. R-59-2023, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest all necessary purchase orders and documents necessary to complete this purchase and dispose of the existing Unit 06.

**RECOMMENDATION:**

Consider adopting Resolution No. R-59-2023, waiving bidding and approving the disposal of an existing Public Works vehicle and the purchase of a new vehicle from Currie Motors Commercial Center.

**ATTACHMENTS:**

1. Resolution No. R-59-2023: Waiving Bidding, Approving the Disposal of a Public Works Vehicle, and the Purchase of a New Vehicle from Currie Motors

**RESOLUTION NO. R-59-2023**

**A RESOLUTION WAIVING BIDDING, APPROVING THE DISPOSAL OF A PUBLIC WORKS VEHICLE, AND THE PURCHASE OF A NEW PUBLIC WORKS VEHICLE  
FROM CURRIE MOTORS COMMERCIAL CENTER**

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

**WHEREAS**, the Village Public Works Department ("***Department***") has identified the need to purchase a new pickup truck for the Department ("***New Vehicle***"); and

**WHEREAS**, the Village participates in the NWMC Suburban Purchasing Cooperative ("***SPC***") and other joint purchasing agencies, which permit local governments to purchase commodities and services according to contracts negotiated by those entities, however, there are no vehicles meeting the needed specifications available through these agencies, and due to region-wide vehicle shortages, the Department was forced to explore market purchase options; and

**WHEREAS**, the Village secured pricing from Currie Motors Commercial Center ("***Vendor***") for the purchase of a New Vehicle for a purchase price of \$54,320.00; and

**WHEREAS**, the Department owns a current vehicle known as Unit No. 6 ("***Current Vehicle***") and has determined the Current Vehicle is surplus property, and is therefore no longer necessary or useful to the Village; and

**WHEREAS**, the Vendor has offered a total trade-in value of \$5,000.00 for the Current Vehicle to be used toward the purchase of the New Vehicle, bringing the final purchase price for the New Vehicle to \$49,320.00; and

**WHEREAS**, Village staff has recommended that the Village Council (i) waive competitive bidding and approve the purchase of the New Vehicle 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) trade-in the Current Vehicle to the Vendor; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding and approve the purchase for the purchase of the New Vehicle from the Vendor; and (ii) trade-in the Current Vehicle to 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 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, 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 New Vehicle.

**SECTION 3: APPROVAL OF PURCHASE OF NEW VEHICLE.** The Village Council hereby approves the purchase by the Village of the New Vehicle from the Vendor, in the total amount of \$49,320.00 as provided in the Proposal attached to this Resolution as **Exhibit A**.

**SECTION 4: AUTHORIZATION TO DISPOSE OF CURRENT VEHICLE.** Pursuant to the Village's home rule authority, the Village Council hereby deems the Current Vehicle to be no longer necessary or useful to, or for the best interests of, the Village, and hereby authorizes the Village Manager, or his designee, to dispose of the Vehicle by trade-in for \$5,000 to the Vendor.

**SECTION 5: EXECUTION OF REQUIRED DOCUMENTS.** The Village President and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all purchase orders and documents necessary to complete the disposition of the Current Vehicle authorized pursuant to Section 4 of this Resolution and the purchase of the New Vehicle authorized pursuant to Section 3 of this Resolution.

**SECTION 6: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

*[SIGNATURE PAGE FOLLOWS]*

**ADOPTED** this 6th day of June, 2023, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

Signed

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk



## **EXHIBIT A**

### **Proposal**

Prepared for: , Village Of Winnetka

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2023 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 320

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### Client Proposal

Prepared by:  
THOMAS SULLIVAN  
Office: 815-464-9200  
Quote ID: winnetka23  
Date: 02/10/2023



Currie Commercial Center | 10125 W. Laraway, Frankfort, Illinois, 60423  
Office: 815-464-9200

**Prepared for:**

Village Of Winnetka

Prepared by: THOMAS SULLIVAN

02/10/2023



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2023 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)**

Price Level: 320 | Quote ID: winnetka23

**Major Equipment**

(Based on selected options, shown at right)

TorqShift 10-speed automatic

\* Running boards

\* Class V tow rating

\* LT245/75RS17 AS BSW front and rear tires

\* Lock-up transmission

\* Alternator Amps: 250A

\* All-speed ABS and driveline traction control

\* Battery rating: 750CCA

\* Battery run down protection

\* Fuel tank capacity: 34.00 gal.

\* Steering wheel mounted audio controls

\* AM/FM stereo radio

\* SYNC 4 external memory control

\* Wheelbase: 160"

\* Axle capacity rear: 6,200 lbs.

\* Axle capacity front: 6,000 lbs.

\* Firm ride suspension

\* Power door mirrors

\* Manual folding door mirrors

\* Daytime running lights

Exterior: Oxford White

Interior: Medium Dark Slate w/HD Vinyl  
40/20/40 Split Bench Seat\* 17 x 7.5-inch front and rear argent steel  
wheels

\* Front tires LT load rating: E

\* Overdrive transmission

\* Transmission electronic control

\* Stainless steel single exhaust

\* Driver selectable rear locking differential

\* Dual lead acid battery

\* Injection Type: sequential MPI

\* 8 inch primary LCD display

\* Bluetooth wireless audio streaming

\* Seek scan

\* Vehicle body length: 250"

\* Cab to axle: 40"

\* Tire/wheel capacity rear: 6,390 lbs.

\* Spring rating front: 5,600 lbs.

\* Trip computer

\* Heated driver and passenger side door mirrors

\* DRL preference setting

\* Light tinted windows

**As Configured Vehicle**

MSRP

STANDARD VEHICLE PRICE ..... \$50,560.00

Order Code 600A ..... N/C

Engine: 6.8L 2V DEVCT NA PFI V8 Gas ..... Included

Transmission: TorqShift-G 10-Speed Automatic ..... Included

GVWR: 10,000 lb Payload Package ..... Included

Tires: LT245/75Rx17E BSW A/S ..... Included

Wheels: 17" Argent Painted Steel ..... Included

HD Vinyl 40/20/40 Split Bench Seat ..... Included

160" Wheelbase ..... STD

Monotone Paint Application ..... STD

Radio: AM/FM Stereo w/MP3 Player ..... Included

Fleet Customer Powertrain Limited Warranty ..... N/C

50-State Emissions System ..... STD

SYNC 4 ..... Included

Oxford White ..... N/C

Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat N/C

Electronic-Locking w/3.73 Axle Ratio ..... \$430.00

Platform Running Boards ..... \$445.00

Snow Plow Prep Package ..... \$250.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Village Of Winnetka

Prepared by: THOMAS SULLIVAN

02/10/2023



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2023 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)**

Price Level: 320 | Quote ID: winnetka23

**Major Equipment**

- |                                                        |                                                                                           |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------|
| * Variable intermittent front windshield wipers        | * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll |
| * Manual rear child safety door locks                  | * Driver front impact airbag                                                              |
| * Seat mounted side impact driver airbag               | * Passenger front impact airbag                                                           |
| * Seat mounted side impact front passenger airbag      | * 6 airbags                                                                               |
| * SecuriLock immobilizer                               | * Manual climate control                                                                  |
| * Rear under seat climate control ducts                | * Fixed rear seats                                                                        |
| * 60-40 folding rear seats                             | * Split-bench rear seat                                                                   |
| * Front facing rear seat                               | * Fold-up rear seat cushion                                                               |
| * Height adjustable rear seat head restraints          | * Manual rear seat head restraint control                                                 |
| * 3 rear seat head restraints                          | * 40-20-40 split-bench front seat                                                         |
| * Split-bench front seat                               | * Driver seat with 4-way directional controls                                             |
| * Front passenger seat with 4-way directional controls | * Height adjustable front seat head restraints                                            |
| * Manual front seat head restraint control             | * Front seat center armrest                                                               |
| * Front seat armrest storage                           | * Manual reclining driver seat                                                            |
| * Manual driver seat fore/aft control                  | * Manual reclining passenger seat                                                         |
| * Manual passenger seat fore/aft control               | * Vinyl front seat upholstery                                                             |
| * Vinyl front seatback upholstery                      | * Manual driver seat lumbar                                                               |
| * 4-wheel disc brakes                                  | * 4-wheel antilock (ABS) brakes                                                           |
| * Brake assist system                                  | * Hill Start Assist                                                                       |

**As Configured Vehicle**

MSRP

|                                   |                    |
|-----------------------------------|--------------------|
| 190 Amp Alternator .....          | Included           |
| Dual 68 AH/65 AGM Batteries ..... | \$210.00           |
| 410 Amp Dual Alternators .....    | \$115.00           |
| Upfitter Switches (6) .....       | \$165.00           |
| Remote Start System .....         | \$250.00           |
| <hr/>                             |                    |
| SUBTOTAL .....                    | \$52,425.00        |
| Destination Charge .....          | \$1,895.00         |
| <hr/>                             |                    |
| <b>TOTAL .....</b>                | <b>\$54,320.00</b> |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Village Of Winnetka  
Prepared by: THOMAS SULLIVAN  
02/10/2023



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 320 | Quote ID: winnetka23

Fuel Economy

City  
N/A



Hwy  
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Village Of Winnetka

Prepared by: THOMAS SULLIVAN

02/10/2023



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2023 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)**

Price Level: 320 | Quote ID: winnetka23

**As Configured Vehicle**

| Code                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | MSRP        |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Base Vehicle</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |
| W2B                          | Base Vehicle Price (W2B)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$50,560.00 |
| <b>Packages</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |
| 600A                         | <b>Order Code 600A</b><br><i>Includes:</i><br>- Engine: 6.8L 2V DEVCT NA PFI V8 Gas<br>- Transmission: TorqShift-G 10-Speed Automatic<br><i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i><br>- GVWR: 10,000 lb Payload Package<br>- Tires: LT245/75Rx17E BSW A/S<br><i>Spare may not be the same as road tire.</i><br>- Wheels: 17" Argent Painted Steel<br><i>Includes painted hub covers/center ornaments.</i><br>- HD Vinyl 40/20/40 Split Bench Seat<br><i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i><br>- Radio: AM/FM Stereo w/MP3 Player<br><i>Includes 4 speakers.</i><br>- SYNC 4<br><i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i> | N/C         |
| <b>Powertrain</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |
| 99A                          | Engine: 6.8L 2V DEVCT NA PFI V8 Gas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Included    |
| 44F                          | Transmission: TorqShift-G 10-Speed Automatic<br><i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Included    |
| X3E                          | Electronic-Locking w/3.73 Axle Ratio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$430.00    |
| STDGV                        | GVWR: 10,000 lb Payload Package                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Included    |
| <b>Wheels &amp; Tires</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |
| TD8                          | Tires: LT245/75Rx17E BSW A/S<br><i>Spare may not be the same as road tire.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Included    |
| 64A                          | Wheels: 17" Argent Painted Steel<br><i>Includes painted hub covers/center ornaments.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included    |
| <b>Seats &amp; Seat Trim</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |
| A                            | HD Vinyl 40/20/40 Split Bench Seat                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Included    |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Village Of Winnetka

Prepared by: THOMAS SULLIVAN

02/10/2023



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2023 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)**

Price Level: 320 | Quote ID: winnetka23

**As Configured Vehicle (cont'd)**

| Code          | Description                                                                                                                                                                                                                                                                                                                                                                                | MSRP     |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|               | <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>                                                                                                                                                                                                                                                                                                        |          |
| Other Options |                                                                                                                                                                                                                                                                                                                                                                                            |          |
| 160WB         | 160" Wheelbase                                                                                                                                                                                                                                                                                                                                                                             | STD      |
| PAINT         | Monotone Paint Application                                                                                                                                                                                                                                                                                                                                                                 | STD      |
| 587           | Radio: AM/FM Stereo w/MP3 Player                                                                                                                                                                                                                                                                                                                                                           | Included |
|               | <i>Includes 4 speakers.</i>                                                                                                                                                                                                                                                                                                                                                                |          |
|               | <i>Includes:</i>                                                                                                                                                                                                                                                                                                                                                                           |          |
|               | <i>- SYNC 4</i>                                                                                                                                                                                                                                                                                                                                                                            |          |
|               | <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>                                                                                                                                                            |          |
| 473           | Snow Plow Prep Package                                                                                                                                                                                                                                                                                                                                                                     | \$250.00 |
|               | <i>Includes computer selected springs for snowplow application. Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow. Note 3: Dual battery (86M) recommended with 6.8L or 7.3L gasoline engines; see body builders layout book for details.</i> |          |
|               | <i>Includes:</i>                                                                                                                                                                                                                                                                                                                                                                           |          |
|               | <i>- 190 Amp Alternator</i>                                                                                                                                                                                                                                                                                                                                                                |          |
| 86M           | Dual 68 AH/65 AGM Batteries                                                                                                                                                                                                                                                                                                                                                                | \$210.00 |
| 67D           | 190 Amp Alternator                                                                                                                                                                                                                                                                                                                                                                         | Included |
| 67B           | 410 Amp Dual Alternators                                                                                                                                                                                                                                                                                                                                                                   | \$115.00 |
|               | <i>Includes 250 Amp + 160 Amp.</i>                                                                                                                                                                                                                                                                                                                                                         |          |
| 18B           | Platform Running Boards                                                                                                                                                                                                                                                                                                                                                                    | \$445.00 |
| 76S           | Remote Start System                                                                                                                                                                                                                                                                                                                                                                        | \$250.00 |
| 66S           | Upfitter Switches (6)                                                                                                                                                                                                                                                                                                                                                                      | \$165.00 |
|               | <i>Located in overhead console.</i>                                                                                                                                                                                                                                                                                                                                                        |          |

**Fleet Options**

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| WARANT | Fleet Customer Powertrain Limited Warranty                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | N/C |
|        | Requires valid FIN code.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |
|        | <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i> |     |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Village Of Winnetka  
Prepared by: THOMAS SULLIVAN  
02/10/2023



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2023 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)**

Price Level: 320 | Quote ID: winnetka23

**As Configured Vehicle (cont'd)**

| Code                  | Description                                               | MSRP        |
|-----------------------|-----------------------------------------------------------|-------------|
| <b>Emissions</b>      |                                                           |             |
| 425                   | 50-State Emissions System                                 | STD         |
| <b>Exterior Color</b> |                                                           |             |
| Z1_01                 | Oxford White                                              | N/C         |
| <b>Interior Color</b> |                                                           |             |
| AS_03                 | Medium Dark Slate w/HD Vinyl<br>40/20/40 Split Bench Seat | N/C         |
| SUBTOTAL              |                                                           | \$52,425.00 |
| Destination Charge    |                                                           | \$1,895.00  |
| TOTAL                 |                                                           | \$54,320.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Warranty

Standard Warranty

|                                      |                        |
|--------------------------------------|------------------------|
| Basic Warranty                       |                        |
| Basic warranty .....                 | 36 months/36,000 miles |
| Powertrain Warranty                  |                        |
| Powertrain warranty .....            | 60 months/60,000 miles |
| Corrosion Perforation                |                        |
| Corrosion perforation warranty ..... | 60 months/unlimited    |
| Roadside Assistance Warranty         |                        |
| Roadside warranty .....              | 60 months/60,000 miles |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Pricing Summary - Single Vehicle

|                        | MSRP               |
|------------------------|--------------------|
| <i>Vehicle Pricing</i> |                    |
| Base Vehicle Price     | \$50,560.00        |
| Options                | \$1,865.00         |
| Colors                 | \$0.00             |
| Upfitting              | \$0.00             |
| Fleet Discount         | \$0.00             |
| Fuel Charge            | \$0.00             |
| Destination Charge     | \$1,895.00         |
| <b>Total</b>           | <b>\$54,320.00</b> |

Customer Signature

Acceptance Date



## Agenda Item Executive Summary

**TITLE:** Resolution No. R-60-2023: Approving an Agreement with Global Infrastructure, LLC for Maintenance of the Water Plant's Raw Water Intake (Adoption)

**PRESENTER:** Nicholas Narhi

---

**AGENDA DATE:** June 6, 2023

**CONSENT:** Yes

**ITEM TYPE:** Consent Agenda

---

### ITEM HISTORY:

The Water Plant intake is 20 inches in diameter and extends 3,000 feet along the bottom of the lake. Sand and stone are used to protect the pipe and keep it in place. Over time, material can be displaced by wave action. Periodic dive inspections are performed to monitor the intake's condition. During the 2022 inspection of the intake, the contractor identified locations of exposed pipe that are not covered by sand or stone which require the placement of additional stone to protect the pipe. The 2023 Water Fund Budget anticipated an expenditure of work on the raw water work. Similar work was last performed in 2021.

### EXECUTIVE SUMMARY:

Bid #023-016 was issued for the required maintenance work on the the Water Plant's raw water intake. Two bids were received; the bid from Global Infrastructure LLC (d/b/a Chicago Underwater) in the amount of \$127,111.25 was the lowest responsible bid. The 2022 dive inspection identified sections of exposed pipe that are not covered by sand or stone. The inspection report estimated that approximately 200 tons of stone would be required to protect the pipe. Two companies submitted bids for the required intake maintenance, intake screen cleaning, and video report. The bid results are summarized as follows, and also attached as **Exhibit B**.

Northern Divers USA, Inc. : \$248,500.00

Global Infrastructure LLC (d/b/a Chicago Underwater) : \$127,111.25

The Village has not used Chicago Underwater for this work in the past. The contractor listed numerous professional references which were contacted by staff to verify their ability to perform the work. After the reference check, staff believes Global Infrastructure LLC can satisfactorily perform this work.

Staff is requesting approval to proceed with a contract award in the amount of \$171,471.25. This includes \$44,360 as a contingency for additional stone work if needed. The bid document required contractors to quote a unit price for additional stone. Chicago Underwater quoted \$80.50/ton plus a \$42,750 mobilization charge for additional stone beyond the amount specified in the bid. This amount would permit staff to address additional sections of exposed pipe while the contractor is mobilized if conditions have changed since the inspection in 2022. Previous contracts for this maintenance work have always carried this form of contingency.

The FY2023 Budget for the Water Fund includes \$234,500 (accounts: 520.61.40-567 & 520.61.40-620) for the dive inspection, intake cleaning and maintenance work. The low bid is within the budgeted cost of the maintenance work.

Resolution No. R-60-2023 authorizes an agreement with Global Infrastructure LLC for maintenance of the Water Plant's raw water intake.

**RECOMMENDATION:**

Consider adoption of Resolution No. R-60-2023, Approving an Agreement with Global Infrastructure LLC for Maintenance of the Water Plant's Raw Water Intake

**ATTACHMENTS:**

1. Resolution No. R-60-2023: Approving an Agreement with Global Infrastructure LLC for Maintenance of the Water Plant's Raw Water Intake
2. RFB 23-016 Bid Tabulation

**RESOLUTION NO. R-60-2023**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
GLOBAL INFRASTRUCTURE LLC FOR MAINTENANCE OF  
THE WATER PLANT'S RAW WATER INTAKE**

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

**WHEREAS**, the Village has appropriated funds for the maintenance of the Village Water Plant's raw water intake ("**Work**"); and

**WHEREAS**, the Village requested bids for the procurement of the Work; and

**WHEREAS**, the Village received two bids for the procurement of the Work and opened the bids on May 26, 2023; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Global Infrastructure LLC, d/b/a Chicago Underwater ("**Contractor**"), is the lowest responsible bidder for the Work; and

**WHEREAS**, the Village Council desires to enter into a contract with Contractor for the performance of the Work ("**Contract**") for a price not to exceed \$171,471.25, which price includes \$44,360 in contingency funds in the event that the Village determines that additional stone work is needed while the Work is being performed; 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 AGREEMENT.** The Village Council hereby approves the Contract in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

**SECTION 3: AUTHORIZATION TO EXECUTE 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 after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

**June 6, 2023**

**R-60-2023**

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

**ADOPTED** this 6<sup>th</sup> day of June, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

**EXHIBIT A**  
**AGREEMENT**

**VILLAGE OF WINNETKA  
CONTRACT FOR THE  
RAW WATER INTAKE MAINTENANCE**

Contract Number: [ *RFB #023-016* ]



**VILLAGE OF WINNETKA  
CONTRACT FOR THE  
RAW WATER INTAKE MAINTENANCE**

Contract Number: [ ***RFB #023-016*** ]

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## CONTRACT

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### **Contractor's Certification**

**Attachment A:** Supplemental Schedule of Contract Terms

**Attachment B:** Specifications

**VILLAGE OF WINNETKA  
CONTRACT FOR THE  
RAW WATER INTAKE MAINTENANCE**

Contract Number: [ *RFB #023-016* ]

In consideration of the mutual promises set forth below, the ***Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093***, an Illinois municipal corporation (“Owner”), and ***[name and address of successful bidder]***, a ***[form of organization]*** (“Contractor”), make this Contract as of \_\_\_\_\_, 20\_\_\_\_, (the “*Effective Date*”) and hereby agree as follows:

**ARTICLE I: THE WORK**

**1.1 Performance of the Work**

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

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

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

## **1.2 Commencement and Completion Dates**

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

## **1.3 Required Submittals**

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

B. Number and Format. Contractor must provide [*three*] complete sets for each Required Submittal. All Required Submittals, except Documents/Drawings, must be prepared on white 8-1/2” x 11”.

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

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

#### **1.4 Review and Interpretation of Contract Provisions**

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

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

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

#### **1.5 Conditions at the Work Site; Record Documents/Drawings**

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

representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

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

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

**1.6 Technical Ability to Perform**

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

**1.7 Financial Ability to Perform**

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

**1.8 Time**

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

**1.9 Safety at the Work Site**

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

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

**1.10 Cleanliness of the Work Site and Environs**

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

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

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

**1.12 Subcontractors and Suppliers**

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

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

**1.13 Simultaneous Work By Others**

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

**1.14 Occupancy Prior to Final Payment**

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

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

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work



under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

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

## **ARTICLE II: CHANGES AND DELAYS**

### **2.1 Changes**

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

### **2.2 Delays**

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

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

### **ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

#### **3.1 Inspection; Testing; Correction of Defects**

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

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

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

#### **3.2 Warranty of Work**

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

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

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

### **3.3 Owner's Right to Correct**

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

## **ARTICLE IV: FINANCIAL ASSURANCES**

### **4.1 Bonds**

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

### **4.2 Insurance**

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

**4.3 Indemnification**

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

**ARTICLE V: PAYMENT**

**5.1 Contract Price**

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

**5.2 Taxes and Benefits**

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

**5.3 Progress Payments**

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

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

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

#### 5.4 Final Acceptance and Final Payment

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

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

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

**5.5    Liens**

A.     Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

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

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

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

**5.6    Deductions**

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

Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

## **ARTICLE VI: DISPUTES AND REMEDIES**

### **6.1 Dispute Resolution Procedure**

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

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

### **6.2 Contractor's Remedies**

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

**6.3 Owner's Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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



obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Additional Remedy for Delay**

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

#### **6.5 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

### **ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

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

#### **7.2 Relationship of the Parties**

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

**7.3 No Collusion/Prohibited Interests**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

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

**7.4 Assignment**

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

**7.5 Confidential Information**

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

**7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute

or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

**7.7 No Third Party Beneficiaries**

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

**7.8 Notices**

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

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

|                            |                                     |
|----------------------------|-------------------------------------|
| Village of Winnetka        | <u>with a copy to:</u>              |
| 510 Green Bay Road         | Elrod Friedman, LLP                 |
| Winnetka, IL 60093         | 325 North LaSalle Street, Suite 450 |
| Attention: Village Manager | Chicago, Illinois 60654             |
|                            | Attention: Peter M. Friedman        |

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

|                                       |                        |
|---------------------------------------|------------------------|
| <u>[name of successful bidder]</u>    | <u>with a copy to:</u> |
| <u>[address of successful bidder]</u> | _____                  |
| _____                                 | _____                  |
|                                       | _____                  |

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

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

**7.9 Governing Laws**

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

**7.10 Changes in Laws**

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

**7.11 Compliance with Laws**

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

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

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the Contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for

inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

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

**7.12 Compliance with Patents**

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

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

**7.13 Time**

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

**7.14 Severability**

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

**7.15 Entire Agreement**

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

**7.16 Amendments**

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

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

**Village of Winnetka**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[name of contractor]*

By: Global Infrastructure LLC dba Chicago Underwater

Name: James Rolette

Title: President/Owner

Attest:

By: Global Infrastructure LLC dba Chicago Underwater

Name: Claudia Marchigiani

Title: Secretary

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF Cook        )       SS

CONTRACTOR'S CERTIFICATION

James Rolett, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

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

DATED: May 31<sup>st</sup>, 2023.

*[name of contractor]*

By: Global Infrastructure LLC dba Chicago Underwater

Name: James Rolette

Title: President/Owner

Attest:

By: Global Infrastructure LLC dba Chicago Underwater

Name: Claudia Marchigiani

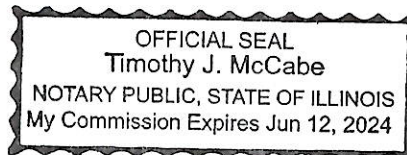
Title: Secretary

Subscribed and Sworn to before me on MAY 31<sup>st</sup>, 2023.

My Commission expires: 6-12-2024

Notary Public [Signature]

(SEAL)



**VILLAGE OF WINNETKA  
CONTRACT FOR THE  
RAW WATER INTAKE MAINTENANCE**

**ATTACHMENT A**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

**1. Project:**

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to perform annual maintenance on a twenty inch diameter by 3,000 feet raw water intake pipe in Lake Michigan.

Village has chosen to conduct annual maintenance of the raw intake pipe and cover exposed sections of the pipeline that were discovered during the 2020 dive inspection. The scope of work includes:

- Installation of 200-tons of 18” to 24” stone on exposed sections of the pipeline.
- Cleaning of the interior and exterior section of intake screening located at the end of the raw water intake. Access to interior is through existing hatch.

**2. Work Site:**

The Village of Winnetka raw water intake is located in Lake Michigan near 725 Tower Road, Winnetka, IL 60093.

**3. Commencement Date:**

30 days after execution of the Contract by Owner.

**4. Completion Date:**

The work shall be scheduled and performed no later than September 30, 2023. The final report and accompanying narrated video shall be submitted within five days of the completed project.



5. **Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

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

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

All employees must be included as insured.

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

8. **Contract Price:**

**SCHEDULE OF PRICES**

A. Unit Price Contract

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

| <b>COST BREAKDOWN</b>                                                                                                                                                 |                                                                                                   |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------|
| Item 1.                                                                                                                                                               | Clean interior and exterior of the intake screen structure                                        | \$ 18,666.75        |
| Item 2.                                                                                                                                                               | Video of exposed section after cleaning and stone placement                                       | \$ 12,444.50        |
| Item 3.                                                                                                                                                               | Installation of 18" - 24" stone on exposed sections, (estimate: 200 tons). <b>Minimum 150 Ton</b> | \$ 480.00 per ton   |
| Item 4.                                                                                                                                                               | Unit cost for additional 18" - 24" stone (cost \$/ton) <del>(\$42,750 Mobe/Demobe)</del>          | \$ 80.50 per ton ** |
| <b>Note:</b> All items in cost breakdown are inclusive of labor, material, equipment and the final written report and video to verify the project has been completed. |                                                                                                   |                     |
| <b>TOTAL COST FOR ITEMS 1-4:</b>                                                                                                                                      |                                                                                                   | <b>\$31,671.75</b>  |

**\*\* Note: \$42,750.00 Additional Mobe/Demobe for additional stone \*\***

- B. 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.

9. **Progress Payments:**

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

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

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

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

**10. Per Diem Administrative Charge:**

\$250.00 per day

**11. Standard Specifications:**

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

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

The Contract also includes Owner's Village Code and Building Codes.

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

# **VILLAGE OF WINNETKA CONTRACT FOR THE RAW WATER INTAKE MAINTENANCE**

## **ATTACHMENT B**

### **SPECIFICATIONS**

#### **1. REQUIRED DELIVERABLES:**

- a. Placement of stone on exposed section of intake and evaluation of any sections that are not addressed;
  - i. All work will be performed while the intake remains in service.
  - ii. If needed, Contractor shall provide adequate lighting to thoroughly document all surfaces with video under all conditions of water and surfaces.
  - iii. Contractor shall review, evaluate and provide a written report of any additional exposed sections of pipeline.
- b. Contractor shall place an estimated 200 tons (18"-24" stone) of stone on the exposed pipeline sections;
  - The diver shall ensure proper placement of stone.
  - When complete, stone should be five (5) to six (6) feet along each side of the pipe with two (2) to three (3) feet of cover over the pipe.
- c. Cleaning of the interior and exterior sections of the intake screen located at the end of the water intake. Access to interior area is through existing hatch.
- d. At the conclusion of the project a written report and video shall be provided to owner to confirm the exposed sections identified have been covered.

#### **2. VILLAGE RESPONSIBILITIES:**

- a. Shall provide the GPS location of the intake and the coordinates of the exposed sections to the successful bidder.

#### **3. HEALTH AND SAFETY REQUIREMENTS:**

- a. Contractor shall comply with all applicable federal, state, and local requirements for protecting the safety of the Contractor's employees, institution staff, and the environment. In particular, all applicable OSHA standards shall be followed when working in accordance with this contract.
- b. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment may include but not limited to; appropriate OSHA climbing and personal fall protection

**4. CONTRACTOR QUALIFICATIONS:**

- a. Contractor's firm must be an established company with a minimum of five (5) years' experience and completely familiar with the specific requirements and methods needed for proper performance of this Contract.
- b. Provide examples of similar projects bid over the past five (5) years.
- c. Contractor's technical staff assigned to this Contract must have a minimum of (5) years experience to perform any service under this contract.

**5. SERVICE WORK:**

- a. Service shall be performed in a professional manner in accordance with industry standard best practices.
- b. Contractor shall furnish all labor, materials, equipment, insurance, training and certifications to complete the proposed work.
- c. The Purchaser reserves the right to require the Contractor to repair all contractor caused damages or provide full compensation as determined by the Village.
- d. Contractor to provide for and follow all safety and security requirements.
- e. Contractor will provide for safety barriers, signage, fencing, and security specific to their portion of work as necessary for the completion of the job.

**6. DIVERS AND DIVING OPERATIONS**

- a. All diving operations shall be conducted by certified commercial divers who have graduated from an ACDE approved Commercial Diving Course or equal. Alternatively, divers who have completed specialized military training i.e., Navy 1st or 2nd Class Dive Courses or Master Dive School shall also qualify.
- b. The dive team shall consist of no less than a three-person team (Diver, Tender & Dive Supervisor), two of whom shall be certified commercial divers. All team members shall have a current CPR & First Aid Card, 02 Administrator Card, and a complete diver physical within the past 24 months.
- c. Dive Contractor shall have available for examination, the following documentation: Copy of Standards and Procedures Manual, Safe Practices Manual, Diver Logbooks, and the latest Air Testing Reports. Contractor to provide certificates of training for all personnel conducting diving operations.
- d. All diving operations shall be conducted with grade diving equipment.

## EXHIBIT B

## RFB 23-016 Bid Tabulation

| Item    | Description                                                                                                                                                  | Chicago Underwater                                           | Northern Divers LLC                        |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------|
| Item 1. | Clean interior and exterior of the intake screen structure                                                                                                   | \$ 18,666.75                                                 | \$ 12,500.00                               |
| Item 2. | Video of exposed section after cleaning and stone placement                                                                                                  | \$ 12,444.50                                                 | \$ 2,000.00                                |
| Item 3. | Installation of 18" - 24" stone on exposed sections, (estimate: 200 tons).                                                                                   | \$480 per ton<br>Extended Cost: \$96,000                     | \$1170 per ton<br>Extended Cost: \$234,000 |
| Item 4. | Unit cost for additional 18" - 24" stone (cost \$/ton)<br><b>Staff estimates 20 tons additional stone</b>                                                    | \$80.5 + \$42,750<br>mobilization<br>Extended cost: \$44,360 | \$250 per ton<br>Extended Cost: \$5,000    |
|         | Note: All items in cost breakdown are inclusive of labor, material, equipment and the final written report & video to verify the project has been completed. |                                                              |                                            |
|         | <b>Total Extended Cost for Items 1-4</b>                                                                                                                     | \$ 171,471.25                                                | \$ 253,500.00                              |



## Agenda Item Executive Summary

**TITLE:** Resolution No. R-61-2023: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Weg Transformers USA, LLC for 75 kVA Pad Mount Transformers (Adoption)

**PRESENTER:** Nicholas Narhi

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**AGENDA DATE:** June 6, 2023

**CONSENT:** Yes

**ITEM TYPE:** Consent Agenda

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### ITEM HISTORY:

#### EXECUTIVE SUMMARY:

The Water & Electric Department issued Bid #023-015 for the purchase of four 75 kVA pad-mount transformers. The bid notice was posted to the on-line bidding service Demand Star. Two vendors submitted the following bids:

Wesco, an electric distributor, submitted a bid based on transformer manufactured by Hitachi Energy / ABB.

Unit Price: \$25,574 with escalation  
Total Price: \$102,296 with escalation  
Estimated Delivery: 99-101 weeks

Weg Transformers submitted a bid based on transformers manufactured by their company.

Unit Price: \$22,256 with escalation  
Total Price: \$89,024 with escalation  
Estimated Delivery: 114-116 weeks

The bid document specified that bidders provide a firm unit price or specify how escalation will be determined on the specified transformers. Due to the extended lead times and market uncertainty, both the manufacturers took exception to firm price requirements and included escalation policies. Weg bid a transformer manufactured by their company. Wesco bid a transformer manufactured by ABB/Hitachi Energy.

These transformers are not earmarked for any particular projects, rather, they are to ensure adequate working inventory for the Village in light of the ongoing disruption in the transformer market.

Based on lead time, these transformers will arrive in 2025. These transformers will be included in the fiscal year 2025 budget.

Resolution No. R-61-2023, rejects all bids, waives bidding requirements and awards a contract to Weg for the purchase of four 75 kVA pad mount transformers in an amount of \$89,024, subject to a price adjustment per the contract terms.

**RECOMMENDATION:**

Consider adoption of Resolution No. R-61-2023, rejecting all bids, waiving bidding requirements and awarding a contract to Weg Transformers USA, LLC for the purchase of 75 kVA pad mount transformers for an amount of \$89,024 subject to a price adjustment per the contract terms.

**ATTACHMENTS:**

1. Resolution No. R-61-2023: Awarding a Contract to Weg Transformers USA, LLC for 75 KVA Pad Mount Transformers



**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS,  
AND AWARDING A CONTRACT TO WEG TRANSFORMERS USA, LLC FOR  
75 KVA PAD MOUNT TRANSFORMERS**

**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 May 3, 2023, the Village issued Request for Bid #023-015 ("**Requests for Bids**") for the purchase of four 75 kVA Pad Mount Transformers ("**Transformers**"); and

**WHEREAS**, the Village received two bids ("**Bids**") to provide the Transformers and opened the Bids on May 25, 2023; and

**WHEREAS**, all bidders took exception to terms in the Request for Bids and, thus, the Bids are non-responsive to the Requests for Bids; and

**WHEREAS**, because all of the Bids were non-responsive, the Village Council has determined that it is in the best interests of the Village to reject all Bids; and

**WHEREAS**, the Village negotiated a favorable rate and reasonable contract terms from Weg Transformers USA, LLC ("**Weg**") for the purchase of the Transformers; and

**WHEREAS**, the Village Council desires to enter into a contract with Weg for the Village to purchase the Transformers in an amount of \$89,024.00, subject to a price adjustment pursuant to the terms of the contract attached hereto as **Exhibit A** and, by this reference, made a part of this Resolution ("**Contract**"); and

**WHEREAS**, Village staff has recommended that the Village Council (i) reject all of the Bids; (ii) 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 (iii) enter into the Contract with Weg for the Transformers; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village to (i) reject the Bids; (ii) 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 (iii) enter into the Contract with Weg for the Transformers;

**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: REJECTION OF BIDS.** The Village Council hereby rejects all of the Bids for the Transformers received in response to the Request for Bids issued by the Village and directs the Village Manager, or his designee, to inform the bidders thereof.

**SECTION 3: WAIVER OF COMPETITIVE BIDDING.** Pursuant to Section 4.12.010.C of the Village Code, 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 Transformers.

**SECTION 4: APPROVAL OF CONTRACT.** The Village Council hereby approves the Contract with Weg in substantially the form attached to this Resolution as Exhibit A, and in a final form approved by the Village Manager.

**SECTION 5: AUTHORIZATION TO EXECUTE CONTRACT.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Weg; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Weg within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

**SECTION 6: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**ADOPTED** this 6<sup>th</sup> day of June, 2023, pursuant to the following roll call vote: AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**CONTRACT**

EXHIBIT A

VILLAGE OF WINNETKA

CONTRACT/BID  
FOR 75KVA 208.120 Three Phase Pad-Mount Transformers

Full Name of Bidder:

WEG Transformers USA  
("Bidder")

Principal Office Address:

6350 WEG Drive  
Washington, MO. 63090

Local Office Address:

6350 WEG Drive  
Washington, MO. 63090

Contact Name: Holly Wassall Telephone: 636-239-9300

TO: Village of Winnetka  
510 Green Bay Road  
Winnetka, IL 60093  
Attention: **Assistant Finance Director**

*Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. N/A (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.*

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- (1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the ***Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Bid***. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

| Product Item No. | Description of Product to be delivered to Owner | Quantity of Products to be delivered to Owner | Unit Price of Product | Extension   |
|------------------|-------------------------------------------------|-----------------------------------------------|-----------------------|-------------|
| 495938165-0010   | 75 KVA                                          | See pricing form in Attachment A.             | \$22,256.00           | \$89,024.00 |

If Owner has specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

**See pricing form in Attachment A.**

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

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

- (1) The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

***Upon delivery and acceptance of item by the Owner.***

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 114-116 weeks, 20    .

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Bidder shall and hereby agrees to indemnify, defend and save harmless the Owner, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses by reason of injury or death to person(s) or damage to property to the extent caused by the negligent acts or omissions, violation of law or regulation, or willful misconduct of Bidder, its officers, agents and employees, in the performance of this order.

B. Penalties. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will 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 hereunder.

5. Firm Proposal.

The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined.

6. Bidder's Representations and Warranties.

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

A. The Products. Bidder warrants to the Owner that the Goods will conform to the specifications, drawings and other descriptions supplied or adopted by the Owner. All warranties available from the manufacturer of the goods sold to Owner shall be passed through to Owner from Bidder. Bidder agrees to work diligently on behalf of Owner to ensure manufacturer of goods promptly fulfills their warranty obligation.

The manufacturer shall warrant that the Product will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid.

B. Compliance with Laws. All Products and all of their components will comply 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. Every provision required by law to be inserted into this Contract/Bid will be deemed to be inserted herein.

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 delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 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) for any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments.

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

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

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

C. Acceptance. If this Contract/Bid is accepted, then Bidder will be bound by each and every term, condition, or provision contained in this Contract/Bid 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/Bid are cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Bid.

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will 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/Bid; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Bid; 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 any Product; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Bid; nor any other act or omission of Owner will constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product; 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/Bid or of any remedy, power, or right of Owner.

G. Assignment. Neither this Contract/Bid, nor any interest herein, may be assigned or subcontracted in whole or in part by Bidder except with the prior written consent of Owner.

H. Governing Law. This Contract/Bid and all rights of the parties under this Contract/Bid will interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 15th date of May 2023



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## **ATTACHMENT A: SPECIFICATIONS**

### **1. SCOPE**

- a. The three-phase pad-mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of three-phase pad mounted transformers.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of three-phase dead front, mineral-oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
  - i. **75 KVA**
  - ii. 65° C rise
  - iii. 60 Hertz
  - iv. High Voltage: 12.47 Delta
  - v. High Voltage BIL : 95kV
  - vi. Low Voltage : 208/120V

### **2. CODES AND STANDARDS**

- a. All codes and standards referenced in the specification shall be those in effect at the time of Purchase Order award. Deviation from this specification and referenced codes and standards must be authorized in writing from Village of Winnetka/Director of Water & Electric.
  - i. Institute of Electrical and Electronic Engineer (IEEE)
    - 1. C57.12.00 – Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
    - 2. C57.12.26 – Pad-mounted Compartmental-Type, Self-Cooled Three-Phase Distribution Transformers for use with Separable insulated High-Voltage Connectors
    - 3. C57.12.28 – Pad-mounted Equipment – Enclosure Integrity.
    - 4. C57.12.34-Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 5 MVA and Smaller; High Voltage, 34.5 kV Nominal System Voltage and Below; Low Voltage, 15 kV Nominal System Voltage & Below
    - 5. C57.12.70 – Terminal Markings and Connections for Distribution and Power Transformers.
    - 6. C57.12.80 – Terminology for Power and Distribution Transformers.
    - 7. C57.12.90 – Test code for liquid – Immersed Distribution, Power and Regulating Transformers.
    - 8. C57.12.91 –Test code for Dry-Type Distribution and Power Transformers.

- ii. National Electrical Manufacturers Association (NEMA)
- iii. American Society of Testing and Materials (ASTM)

### 3. QUALITY ASSURANCE

- a. Only approved manufacturer listed below:
  - i. ABB
  - ii. Central Maloney
  - iii. Cooper
  - iv. ERMCO
  - v. General Electric
  - vi. Pauwels
  - vii. WEG

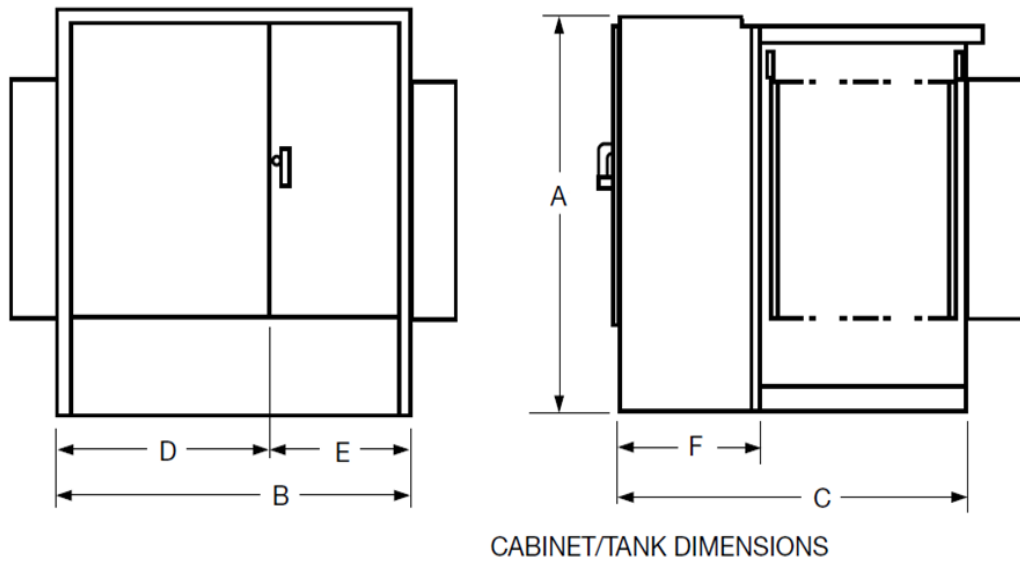
### 4. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
  - i. All windings and internal connections shall be copper or aluminum.
  - ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
  - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Village of Winnetka/Director of Water & Electric upon request.
  - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
  - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.
- b. HV Compartment
  - i. The transformer shall be furnished with a high voltage compartment located on the left with a v-arrangement as per Figure 2.
  - ii. The high voltage compartment shall be furnished with 200 amp, dead front universal bushing wells and 200 amp load break bushing inserts (Cooper - Catalog Number LBI215 or Elastimold Part Number K1501A1), as per figure 1.
  - iii. A parking stand between the bushing wells shall be provided for attachment of bushing accessories, as per figure 2.
  - iv. Busing dimension shall be constructed as per **Figure 2**.
  - v. A quantity of three(3), three-phase load break switches mounted above bushing wells, with a minimum 200 amp current rating to disconnect bushing and transformer from internal bushing work, as per **Figure 4**;
    - 1. Line Switch A for H1A, H2A, H3A
    - 2. Line Switch B for H1B, H2B, H3B
    - 3. Xrmr Switch
- c. LV Compartment
  - i. The transformer shall be furnished with a low voltage compartment and shall house the LV connections in the form of **8-hole NEMA spades** mounted on threaded copper studs, per IEEE C57.12.34
  - ii. Staggered Low-Voltage terminal arrangement as per **Figure 3**.
  - iii. Busing dimension shall be constructed as per **Figure 3**.

- d. Cabinet
  - i. Tamper resistance shall be enhanced by continuous steel baffling on all edges of the hood and sill without the use of welded or bolted on parts.
  - ii. Dimension of cabinet shall be constructed as per **Figure 1**.
  - iii. Designed to meet NEMA TR -2013 Audible Sound Levels
- e. Insulating Fluid
  - i. The insulating fluid shall be mineral oil.
  - ii. The transformer insulating fluid shall be certified to contain no detectable PCB's (<1 PPM) at the time of shipment and the nameplate shall be so labeled.
  - iii. Non-P.C.B. sticker shall be mounted in LV compartment.
- f. Tank Design
  - i. Tanks shall be constructed of heavy gauge steel with welded seams, IEEE C57.13.26.
  - ii. Tank design shall include sufficient expansion volume to allow operation under specified load conditions.
  - iii. Lifting provisions shall be provided at two or four points on the tank depending on size
- g. Cooling System
  - i. The transformer shall be self-cooled
- h. Grounding Provisions
  - i. All non-energized metallic components of the transformer shall be grounded.
  - ii. Tank grounding provisions shall consist of two ground pads.
  - iii. Ground pads shall be per IEEE standards.
- i. Nameplates
  - i. Transformer shall be furnished with a non-corrosive diagrammatic nameplate, permanently attached with non-corrosive hardware. The diagrammatic nameplate shall include the name of the manufacturer of the equipment as well as the location where the transformer was manufactured and tested.
  - ii. The nameplate shall contain all connection and rating information in accordance with IEEE C57.12.00, plus the type and quantity of fluid, and the date of manufacture.
- j. Exterior Finish
  - i. The transformer painting system shall be in compliance with IEEE C57.12.28. The finish shall be Munsell No. 7GY/3.2/1.5.green

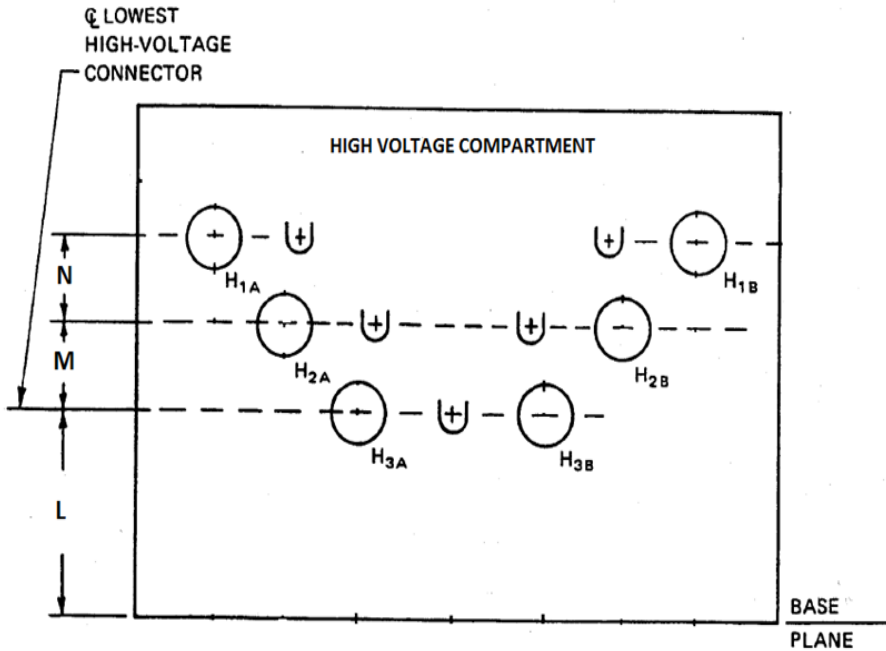
k. Reference Drawings:

**Figure #1**  
**Exterior Dimensions**



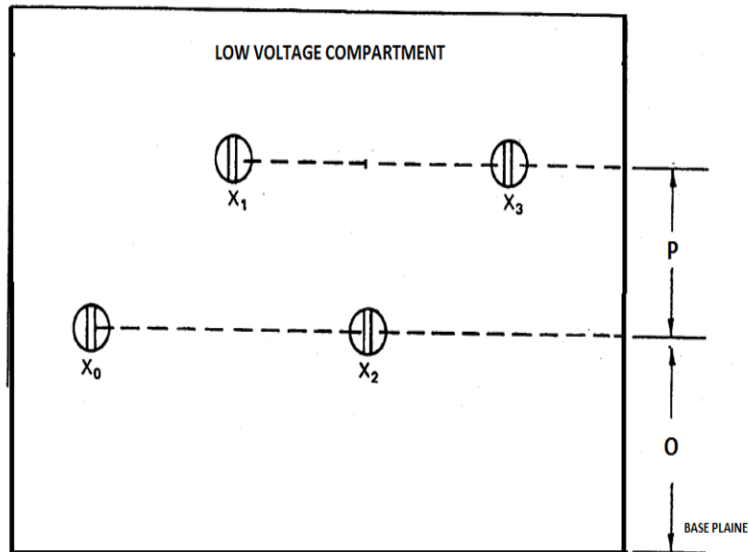
| Exterior Dimension |                      |  |
|--------------------|----------------------|--|
| Dimension          | Measurement (inches) |  |
| A                  | TBD OEM              |  |
| B                  | 65.5                 |  |
| C                  | TBD OEM              |  |
| D                  | 38                   |  |
| E                  | 28                   |  |
| F                  | 19.5                 |  |

**Figure #2**  
**High Voltage Compartment**



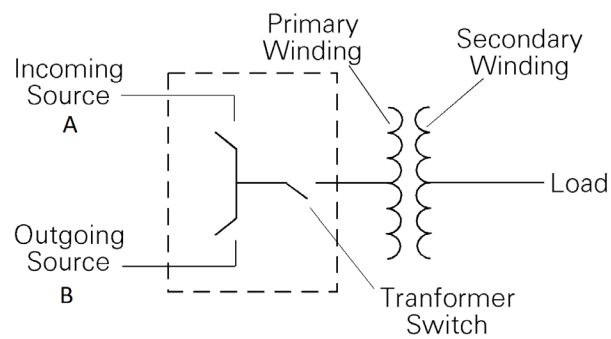
| High Voltage Compartment Dimension |                      |
|------------------------------------|----------------------|
| Dimension                          | Measurement (inches) |
| L                                  | 26.5                 |
| M                                  | 6                    |
| N                                  | 6                    |

**Figure #3**  
**Low Voltage Compartment**



| Low Voltage Compartment Dimension |                      |
|-----------------------------------|----------------------|
| Dimension                         | Measurement (inches) |
| O                                 | 31                   |
| P                                 | 8                    |

**Figure 4**



## 5. TEST

- a. A certified test report shall be submitted and shall contain the test data for each transformer serial number manufactured. The certified test report shall as a minimum contain the data as specified in IEEE C57.12.90.

## 6. FEATURES

- b. The transformer shall be equipped with a complete set of standard features, including.
- c. High and low voltage cabinet doors, swinging from inside to outside.
- d. A recessed locking assembly with padlock provisions and penta-head locking bolt for tamper-resistant operation.
- e. Oil level/fill plug.
- f. Self-actuating pressure relief device.
- g. Oil drain plug.
- h. A removable front sill that latches with the hood and is internally bolted to the front of the tank.
- i. Cabinet compartment security shall comply with the locking and tamper test provisions of IEEE C57.12.28.
- j. NEMA safety labels.
- k. High voltage 200amp dead front universal bushing wells with 200 amp load break bushing inserts.
- l. Low voltage 8-hole NEMA spades mounted on threaded copper studs.
- m. Lightning Protection
  - i. Oil immersed lightning arrestor, suitable for use on 12.47Wye ground system
- n. Overcurrent protection
  - i. **Internal oil-immersed weak link fuse**

## 7. DOCUMENTATION

- o. The seller shall provide instructions, operating and maintenance manual covering all equipment furnished.

## 8. PARTS

- p. The Seller shall provide a renewal parts list to the Village of Winnetka/Director of Water & Electric upon request.



### Pad-mount Transformer Data Sheet

3 Phase KVA Rating: 75  
Frequency (Hz): 60Hz  
Impedance Range: per IEEE Standard Nominal impedances  
Temperature Rise (Over 30°C ambient): 65° C  
Primary Coil Voltage (kV): 12.47kV Delta  
Primary Termination: 200 amp load break bushing inserts  
Feed: Loop  
Primary Taps: None  
Primary BIL (kV): 95  
Secondary Voltage (V): 208/120V Wye  
Secondary Termination: 8-hole NEMA spades  
Insulating Fluid: Naphthenic based mineral oil  
Other Special Instructions:

- Complete "Bid Submittal" form
  - Guaranteed load and no load losses to be furnished with bid.
  - Deviation in excess of bid losses will be credited to the Village on invoice.
  - Load losses to be evaluated at \$2.67 per watt and no-load losses to be evaluated at \$12.49 per watt.
  - Provide transformer dimension with bid.
  - Quote best delivery date with bid
- Transformer shall be delivered on an open bed truck
- Deliveries:
  - Require 48 hours advance notification, phone (847) 716-3551
  - Receiving hours: Monday – Friday, 7:15AM – 3:00PM
  - 1390 Willow Road, Winnetka, Illinois 60093

### BID SUBMITTAL

Vendor:

Address:

Email:

Phone:

Transformer Manufacturer

| KVA Size | Bid<br>Evaluation<br>Quantity | Cost for Each<br>Transformer           | No Load Losses                         | Full Load Losses                       | Delivery Time<br>(Weeks)             |
|----------|-------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|--------------------------------------|
| 75       | 4                             | <input type="text" value="22,256.00"/> | <input type="text" value="180 watts"/> | <input type="text" value="735 Watts"/> | <input type="text" value="114-116"/> |

Weight (lbs)

Unit cost shall include a warranty of 24 months from the date of delivery of each unit

Note: Awarded bidder shall submit transformer construction drawing for approval by the W&E Director, prior to the manufacturing of transformer

**The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined.**

## **ACCEPTANCE**

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is accepted by the Village of Winnetka ("Owner") as of this 15 day of May 2023.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire agreement between the parties relating to the Products and the Contract Price therefor and supersedes all prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and will prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, or invoice.

VILLAGE OF WINNETKA

By WEG Transformers USA

Name: Holly Wassall

Title: Account Specialist

Customer Name: Village of Winnetka IL

Attn: Anthony Vasquez

**PROJECT REFERENCE: Bid #023-015**

WEG is pleased to present our quotation for three phase transformers. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to WEG.

Any deviation from the attached bill of material(s), before or after receipt of order, may affect price and delivery. Due to the volatility of the raw materials market, strict interpretation of our quotation validation period must be adhered to. If your quote has expired, please consult your Account Specialist/Product Engineer for a quotation update. The quoted ship weeks will go into effect after all outstanding technical matters have been resolved. Ship weeks are based on plant loading at time of quotation. Please verify current ship weeks when placing an order. Please reference our quotation number and item number on all purchase orders and correspondence.

**Due to extended lead times and disequilibrium in the supply chain, orders will be subject to price escalation 30 days prior to shipment. The calculation of final sales price is based upon the percentage content of key components for all distribution transformers 500kVA and below, all distribution transformers 750kVA through 2500kVA, and all distribution transformers 3000kVA to 7500kVA. This includes aluminum, copper (if applicable), mild steel, fluid, silicon steel, accessories, miscellaneous materials, and freight cost.**

We will gladly provide any additional information that is required. Should you have any questions, please feel free to contact me or your authorized WEG distributor/sales representative. WEG appreciates the opportunity to provide a response to your inquiry, and we look forward to receiving your order.

Sincerely,

Holly Wassall  
Account Specialist-Distribution Transformers  
Utility Sales

## General Conditions

|            |                                                                                                                                                                                                                                                                                                    |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Validity   | From 5/15/2023 through <b>6/25/2023</b>                                                                                                                                                                                                                                                            |
| Product(s) | Three Phase Pad-Mount Transformer(s)                                                                                                                                                                                                                                                               |
| Location   | Unit(s) will be manufactured in Washington, Missouri                                                                                                                                                                                                                                               |
| Prices     | <b>Subject to escalation 30 days prior to shipment.</b><br><a href="https://weg.us/wp-content/uploads/2022/02/Escalation-notice-Distribution-Transformers-Spot-Term-Contract.pdf">https://weg.us/wp-content/uploads/2022/02/Escalation-notice-Distribution-Transformers-Spot-Term-Contract.pdf</a> |
| Taxes      | Federal, state, local or any other taxes, and tariffs are excluded.                                                                                                                                                                                                                                |
| Freight    | FOB Shipping - freight prepaid and allowed                                                                                                                                                                                                                                                         |
| Payment    | NET 30 days from invoice                                                                                                                                                                                                                                                                           |
| Warranty   | Standard - 12 months from date of installation, not to exceed 18 months from date of shipment                                                                                                                                                                                                      |

## Quotation Comments/Exceptions

2 Year warranty included in quoted price.

This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to WEG. Accuracy and completeness is the sole responsibility of the End User. If any item or service is not listed it is not included nor implied to be.

The end user to review WEG's offer before placing an order.

## Proposal Notes (1/2)

### DRAWINGS

Any dimensions sent with this quotation are for indication only, and are not binding.

Please remember to request approval drawings at the time of purchase order if required. Approval drawings can be provided, if needed, 4-6 weeks after receipt of complete order information depending on the type of unit and quantity of designs ordered. IF APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time does not begin until drawings are returned approved by customer. IF NO APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time will begin after receipt of complete order information. Orders entered "on HOLD for APPROVAL" and NOT released within three (3) weeks after receiving factory approval type drawings are subject to price increases at the time of release.

Record Drawings can be sent two weeks prior to shipment.

### TECHNICAL NOTES

**This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to WEG. Accuracy and completeness is the sole responsibility of the End User. If any item or service is not listed it is not included nor implied to be. All Items and services not shown or listed will be the responsibility of the Distributor, Contractor, and End User to furnish and/or provide. All Transformers are shipped with our standard Operations and Maintenance manual, unless otherwise indicated.**

**Impedance (%IZ nominal) and/or losses quoted are subject to the applicable ANSI tolerances. Average sound level shall not exceed NEMA standards. Rubber Goods such as primary elbow connectors, portable insulated standoff bushings, dead-end caps/plugs, as well as items such as hot sticks, hook sticks, padlocks, and special tools unless specified in the BOM, are customer supplied.**

### SHIPPING NOTES

Quoted lead-times are based on current factory loading and are subject to change. For more information, please consult the factory before placing an order.

Shipment will be made according to the current lead times after complete order information is received by the factory, inclusive of approval/record type drawings when requested at time of order. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). WEG cannot be held accountable for such delays.

Unless otherwise indicated in this proposal, standard delivery terms are F.O.B. WEG Factory, freight prepaid and allowed. Accurate and detailed ship to address and contact information is required at time of purchase order to assure correct shipping and handling. Freight is included in the proposed equipment price with the customer assuming all risk of loss and damage in transit and liable for cost, such as demurrage or detention, after the purchased equipment has left our loading docks or facility.

### TERMS

Unless otherwise indicated in this proposal, payment terms are Net thirty (30) days from date of WEG's invoice. Invoice subject to SERVICE CHARGE if not paid within terms. Subject to credit approval.

## Proposal Notes (2/2)

### TESTING

This proposal includes standard factory testing. These tests are standard routine test as defined by the latest IEEE C57.12.00 and C57.12.90 standards. Pricing includes WEG "standard" factory tests below:

- Winding Resistance Measurements
- Ratio Test and phase relation
- No-Load Loss and Excitation Current
- Load Losses and Impedance Voltage
- Low Frequency Test
- Applied Voltage on Secondary
- Applied Voltage on Primary (Delta connected only)
- Induced Voltage
- Phase Relation
- Lightning Impulse Testing
- Auxiliary Wiring Dielectric
- Bushing Current Transformer
- Standard Lead Test of Fully Assembled Transformer
- Mechanical Inspection

Accuracy of test equipment is within +/- 3% traceable to national Bureau of Standards and calibrated annually. Additional testing beyond those listed will incur fees per schedule.

Certified test reports can be provided at no additional charge upon indication at time of purchase order placement. Additional testing beyond those listed under "Standard" factory tests are not included in the quoted cost and will incur fees per our "Special Test Prices & Schedule" (copy available upon request). These adders must be identified and added to the Purchase Order description and cost.

### CANCELLATION SCHEDULE

If an order cancellation occurs after award, penalties will apply per WEG Cancellation schedule below:

| SALES PRICE | STATUS                                                                      |
|-------------|-----------------------------------------------------------------------------|
| 5%          | Order Acknowledged                                                          |
| 10%         | Order Scheduled                                                             |
| 15%         | Drawings Issued                                                             |
| 30%         | Final Material Ordered                                                      |
| 40%         | Schedules Issued to Plant                                                   |
| 50%         | Tank Started                                                                |
| 65%         | Core Started                                                                |
| 75%         | Coil Started                                                                |
| 100%        | Core & Coil Assembly, Oven, Tanked, Tested, Final Assembly, Docked, Shipped |

### TERMS & CONDITIONS OF SALES

Orders must be issued to "WEG Transformers USA, LLC" and are subject to WEG's "Terms & Conditions of Sale". WEG Transformers USA LLC is an ISO certified company. WEG assumes no obligations or liabilities beyond those specified in these proposal notes and the WEG document entitled "Terms & Conditions of Sale" which is available for download on our website [www.weg.us](http://www.weg.us) or through the link:

<https://www.weg.us/wp-content/uploads/2020/12/WEG-TC-Distribution-Transformers.pdf>



# WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA  
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

# TECHNICAL SPECS

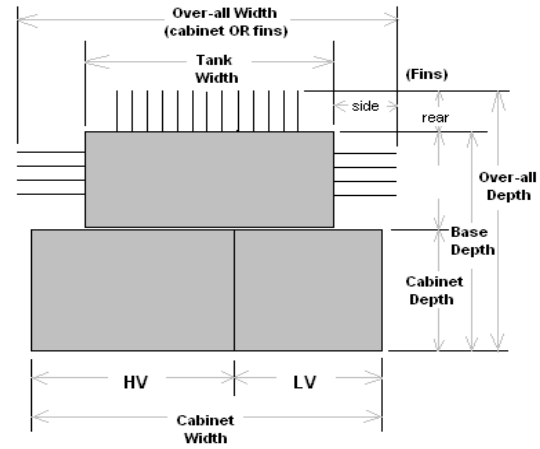
Date: 5/15/2023  
Quotation Number: 495938165  
Item Number: 0010

|                                                                                             |  |                              |  |                    |  |
|---------------------------------------------------------------------------------------------|--|------------------------------|--|--------------------|--|
| <b>Customer Line No.:</b>                                                                   |  | <b>Quantity:</b>             |  | 4                  |  |
| <b>Unit Price:</b>                                                                          |  | <b>Extended Price:</b>       |  | \$89,024.00 USD    |  |
| <b>Three Phase Pad-Mount Transformer(s)</b>                                                 |  |                              |  |                    |  |
| <b>kVA Rating:</b>                                                                          |  | <b>Model#:</b>               |  |                    |  |
| 75 kVA                                                                                      |  | <b>Cooling Class:</b>        |  | ONAN               |  |
| Mineral Oil Immersed                                                                        |  | <b>Frequency:</b>            |  | 60 Hz              |  |
|                                                                                             |  | <b>Avg. Winding Rise:</b>    |  | 65 °C              |  |
| <b>Primary Voltage:</b>                                                                     |  | <b>Secondary Voltage:</b>    |  | 208Y/120           |  |
| 12470 Delta                                                                                 |  | <b>Secondary BIL Rating:</b> |  | 30 kV              |  |
| <b>Primary BIL Rating:</b>                                                                  |  | <b>LV Winding Matl:</b>      |  | AL                 |  |
| 95 kV                                                                                       |  |                              |  |                    |  |
| <b>HV Winding Matl:</b>                                                                     |  |                              |  |                    |  |
| AL                                                                                          |  |                              |  |                    |  |
| <b>High Voltage Taps:</b>                                                                   |  |                              |  |                    |  |
| N Taps - No Taps                                                                            |  |                              |  |                    |  |
| <b>No Load Loss:</b>                                                                        |  | <b>Load Loss:</b>            |  | <b>Total Loss:</b> |  |
| 180 Watts @ 85 °C                                                                           |  | 735 Watts @ 85 °C            |  | 915 Watts          |  |
| <b>Impedance:</b>                                                                           |  |                              |  |                    |  |
| 4.19 %                                                                                      |  |                              |  |                    |  |
| <b>{ Tank Enclosure }</b>                                                                   |  |                              |  |                    |  |
| Welded Cover /w (1) Handhole(s) - 13x19                                                     |  |                              |  |                    |  |
|                                                                                             |  |                              |  |                    |  |
| Cabinet Depth: 19 inches                                                                    |  | Pentahead Security Bolts     |  |                    |  |
| Steel HV-LV Barrier                                                                         |  |                              |  |                    |  |
| <b>{ Paint Color }</b> GREEN (Munsell 7.0GY3.29/1.5)                                        |  |                              |  |                    |  |
| <b>{ Bushings }</b> Loop Feed Custom Dimensions                                             |  |                              |  |                    |  |
| Dead Front Primary Terminations: Wells LBI215, 6 Inserts                                    |  |                              |  |                    |  |
| Secondary Terminations: Epoxy Bushings w/ Thread-On 8 Hole Spades w/Spade Support           |  |                              |  |                    |  |
| Neutral: L.V. Neutral Bushing with Removable Grounding Strap                                |  |                              |  |                    |  |
| <b>{ Protection }</b>                                                                       |  |                              |  |                    |  |
| Weak Link Cartridge (Cooper Current Sensing(719C05)),                                       |  |                              |  |                    |  |
| 15kV / 12.70 MCOV Under Oil Arresters,                                                      |  |                              |  |                    |  |
| <b>{ Switching }</b>                                                                        |  |                              |  |                    |  |
| 2, 2-Position Line Switches & 1,2-Position Transformer Switch (3 Switches Total)(300 Amps), |  |                              |  |                    |  |
| <b>{ Additional Notes }</b>                                                                 |  |                              |  |                    |  |
| Pressure Relief Valve Viat 302-060-01N, Drain Plug,                                         |  |                              |  |                    |  |
| Liquid Level (SightGauge),                                                                  |  |                              |  |                    |  |
| Schrader Valve                                                                              |  |                              |  |                    |  |
| PROVISION FOR LIQUID TEMPERATURE (PLUG HOLE)                                                |  |                              |  |                    |  |



# FOOTPRINT - Preliminary Dimensions; NOT for construction

Village of Winnetka,IL



| Item                 | kVA | HV    | Secondary Voltage | Over-All Dimensions |                |                | Base Dimensions |            | Cabinet       |    |    | Tank Width | Rear Fins | Side Fins | Fluid (gals) | Weight (lbs) |
|----------------------|-----|-------|-------------------|---------------------|----------------|----------------|-----------------|------------|---------------|----|----|------------|-----------|-----------|--------------|--------------|
|                      |     |       |                   | Over-All Width      | Over-All Depth | Cabinet Height | Cabinet Width   | Base Depth | Cabinet Depth | HV | LV |            |           |           |              |              |
| 23may-495938165-0010 | 75  | 12470 | 208               | 67                  | 46             | 69             | 67              | 46         | 19            | 38 | 28 | 42         | none      | none      | 158          | 3151         |



## Agenda Item Executive Summary

**TITLE:** Ordinance No. M-08-2023: Granting a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of a New Mixed-Use Building within the C-2 General Retail Commercial District - 564 Green Bay Road (Adoption)

**PRESENTER:** David Schoon

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**AGENDA DATE:** June 6, 2023

**CONSENT:** No

**ITEM TYPE:** Ordinances and Resolutions

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### ITEM HISTORY:

On May 16, 2023, the Village Council approved introduction of Ordinance No. M-08-2023, Granting a Special Use Permit, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Construction of a New Mixed-Use Building within the C-2 General Retail Commercial Zoning District (564 Green Bay Road).

### EXECUTIVE SUMMARY:

#### INTRODUCTION

On May 16, 2023, the Village Council discussed the application submitted by 564 Green Bay LLC (the "Applicant") as the owner of the property located at 564 Green Bay Road (the "Subject Property"), seeking approval of the following relief to allow construction of a new four-story mixed-use building on the Subject Property:

1. Approval of a **Special Use Permit** to allow off-street parking at street-level along the alley on the Subject Property; and
2. Approval of the following **zoning variations**:
  - a. Rear Yard Setback of 3 feet from the west property line, whereas a minimum of 10 feet is required; a variation of 7 feet (70%) [Section 17.46.030 Lot area and density]; and
  - b. Off-street parking spaces for two vehicles, whereas a minimum of five parking spaces are required for the residential units, a variation of three parking spaces (60%) [Section 17.46.110 Off-street parking].

After discussing the proposed plan and the recommendations of the Zoning Board of Appeals, Plan Commission, and the Design Review Board, the Council voted 5-1 to approve introduction of Ordinance No. M-08-2023, granting the requested relief. The Council's discussion was primarily focused on the requested parking variation to provide less than the minimum required off-street parking spaces for the residential units. One Trustee had concerns with approving the request to provide less than the required off-street parking for the residential units.

**RECOMMENDATION:**

The Council may wish to consider adoption of Ordinance No. M-08-2023.

**ATTACHMENTS:**

1. Ordinance No. M-08-2023: Special Use Permit, Variations, and Certificate of Appropriateness - 564 Green Bay Road

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT, VARIATIONS FROM THE WINNETKA ZONING ORDINANCE, AND A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF A NEW MIXED-USE BUILDING WITHIN THE C-2 GENERAL RETAIL COMMERCIAL DISTRICT (564 GREEN BAY ROAD)**

**WHEREAS**, 564 Green Bay LLC, an Illinois limited liability company ("***Applicant***"), is the record title owner of the parcel of real property commonly known as 564 Green Bay Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Subject Property***"); and

**WHEREAS**, the Subject Property is located within the C-2 General Retail Commercial District of the Village ("***C-2 District***") measuring approximately 0.05 acres in size, and is currently improved with a two-story commercial building, which is currently vacant ("***Existing Building***"); and

**WHEREAS**, in 2022, the Applicant submitted applications for zoning relief to redevelop the Subject Property to allow a new, three-story mixed-use, multi-family building, which the Village Council approved in Ordinance M-11-2022, however the proposed building was never constructed; and

**WHEREAS**, now, the Applicant desires to demolish the Existing Building and redevelop the Subject Property with a new, four-story mixed-use, multi-family building, which building is proposed to include: (i) a ground-floor and lower-level commercial unit; (ii) an enclosed parking garage for the residential units at the rear of the building to accommodate two vehicles; and (iii) three single-level, two-bedroom residential units on the second, third and fourth floor of the proposed building (collectively, the "***Proposed Improvements***"); and

**WHEREAS**, pursuant to Section 17.46.110.G of the Winnetka Zoning Ordinance ("***Zoning Ordinance***"), a parking garage at street level is not permitted within the C-2 District without a special use permit; and

**WHEREAS**, pursuant to Section 17.46.030 of the Zoning Ordinance, the Subject Property must have a rear yard setback of 10 feet; and

**WHEREAS**, pursuant to Section 17.46.110 of the Zoning Ordinance, the Proposed Improvements must include five off-street parking spaces; and

**WHEREAS**, to permit construction of the Proposed Improvements, the Applicant filed an application for: (i) a special use permit pursuant to Sections 17.46.110.G and Chapter 17.56 of the Zoning Ordinance to allow the construction and operation of a street-level parking garage within the C-2 District ("***Special Use Permit***"); (ii) a variation from Section 17.46.030 of the Zoning Ordinance to permit a rear yard setback of three feet; (iii) a variation from Section 17.46.110 of the Zoning Ordinance to permit two off-street parking spaces on the Subject Property (collectively, the

*“Variations”*); and (iv) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code (*“Certificate of Appropriateness”*) (collectively, the *“Requested Relief”*); and

**WHEREAS**, on March 16 and April 20, 2023, after due notice thereof, the Winnetka Design Review Board (*“Design Review Board”*) conducted public hearings to consider the Certificate of Appropriateness for the Proposed Improvements; and

**WHEREAS**, on April 20, 2023, the Design Review Board, by a vote of four in favor and zero opposed, recommended the Village Council approve the Certificate of Appropriateness; and

**WHEREAS**, on April 10, 2023, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Special Use Permit and Variations and, by a vote of four in favor and one opposed, recommended that the Village Council approve the Special Use Permit and Variations; and

**WHEREAS**, on April 26, 2023, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of seven in favor and zero opposed, recommended that the Village Council approve the Special Use Permit; and

**WHEREAS**, the Village Council has determined that: (i) the Variations are in harmony with the general purpose and intent of the Zoning Ordinance and are in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning Ordinance; and (ii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provisions or regulations of the Zoning Ordinance from which the Variations have been sought; and

**WHEREAS**, the Village Council has determined that approval of the proposed Special Use Permit satisfies the standards for the approval of special use permits within the C-2 District set forth in Chapter 17.56 of the Zoning Ordinance; and

**WHEREAS**, the Village Council has determined that approval of the Requested Relief for the construction and operation of the Proposed Improvements on the Subject Property within the C-2 District is in the best interest of the Village and its residents;

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

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

**SECTION 2: APPROVAL OF SPECIAL USE PERMIT.** Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.46.110.G of the Zoning Ordinance and the home rule powers of the Village, to allow the construction and operation of a street-level parking garage by Applicant on the Subject Property within the C-2 District.

**SECTION 3: APPROVAL OF VARIATIONS.** Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Variations from Sections 17.46.030 and 17.46.110 of the Zoning Ordinance to allow the construction of the Proposed

Improvements on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

**SECTION 4: APPROVAL OF CERTIFICATE OF APPROPRIATENESS.** Subject to, and contingent upon, the terms and conditions set forth in Section 5 of this Ordinance, the Certificate of Appropriateness is granted for the Subject Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

**SECTION 5: CONDITIONS.** The approvals granted by Sections 2, 3, and 4 of this Ordinance are subject to, and contingent upon, compliance by the Applicant with the following conditions:

- A. Commencement of Construction. The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.
- B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements and 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.
- C. 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, 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.
- D. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements on the Subject Property must be in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards:
  1. The Proposed Site Plan prepared by Kipnis Architecture & Planning, consisting of one sheet, and with a latest revision date of March 31, 2023, attached to and, by this reference made a part of this Ordinance as **Exhibit B**;
  2. The Proposed Floor Plans prepared by Kipnis Architecture & Planning, consisting of seven sheets, and with a latest revision date of March 31, 2023,

attached to and, by this reference made a part of this Ordinance as **Exhibit C**;

3. The Proposed Exterior Elevations prepared by Kipnis Architecture & Planning, consisting of three sheets, and with a latest revision date of March 31, 2023, attached to and, by this reference made a part of this Ordinance as **Exhibit D**; and
4. The Proposed Building Materials and Fixtures prepared by Kipnis Architecture & Planning, consisting of two sheets, attached to and, by this reference made a part of this Ordinance as **Exhibit E**.

**SECTION 6: RECORDATION; BINDING EFFECT.** A copy of this Ordinance will be recorded with the Cook County Clerk Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

**SECTION 7: FAILURE TO COMPLY.** Upon the failure or refusal of the Applicant 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 approvals granted in Sections 2, 3, and 4 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 approvals granted in Sections 2, 3, and 4 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, from time to time, be amended. 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 8: AMENDMENTS.** Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

**SECTION 9: 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 10: 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 with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit F** 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 10.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]



**PASSED** this 6th day of June 2023, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

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 \_\_\_\_\_,  
2023.

Introduced: May 16, 2023

Passed and Approved: \_\_\_\_\_, 2023

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

THE NORTHWESTERLY 10 FEET OF LOT 8 AND THE SOUTHEASTERLY 25 FEET OF LOT 9, THE SOUTHEASTERLY LINE OF WHICH PART OF SAID LOT 8 IS 10 FEET SOUTHEASTERLY FROM AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 8, THE NORTHWESTERLY LINE OF WHICH PART OF SAID LOT 9 IS 25 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 9 IN DALE AND OTHERS SUBDIVISION OF BLOCK 14 IN WINNETKA SUBDIVISION OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 564 Green Bay Road, Winnetka, Illinois.

PIN: 05-20-208-010-0000

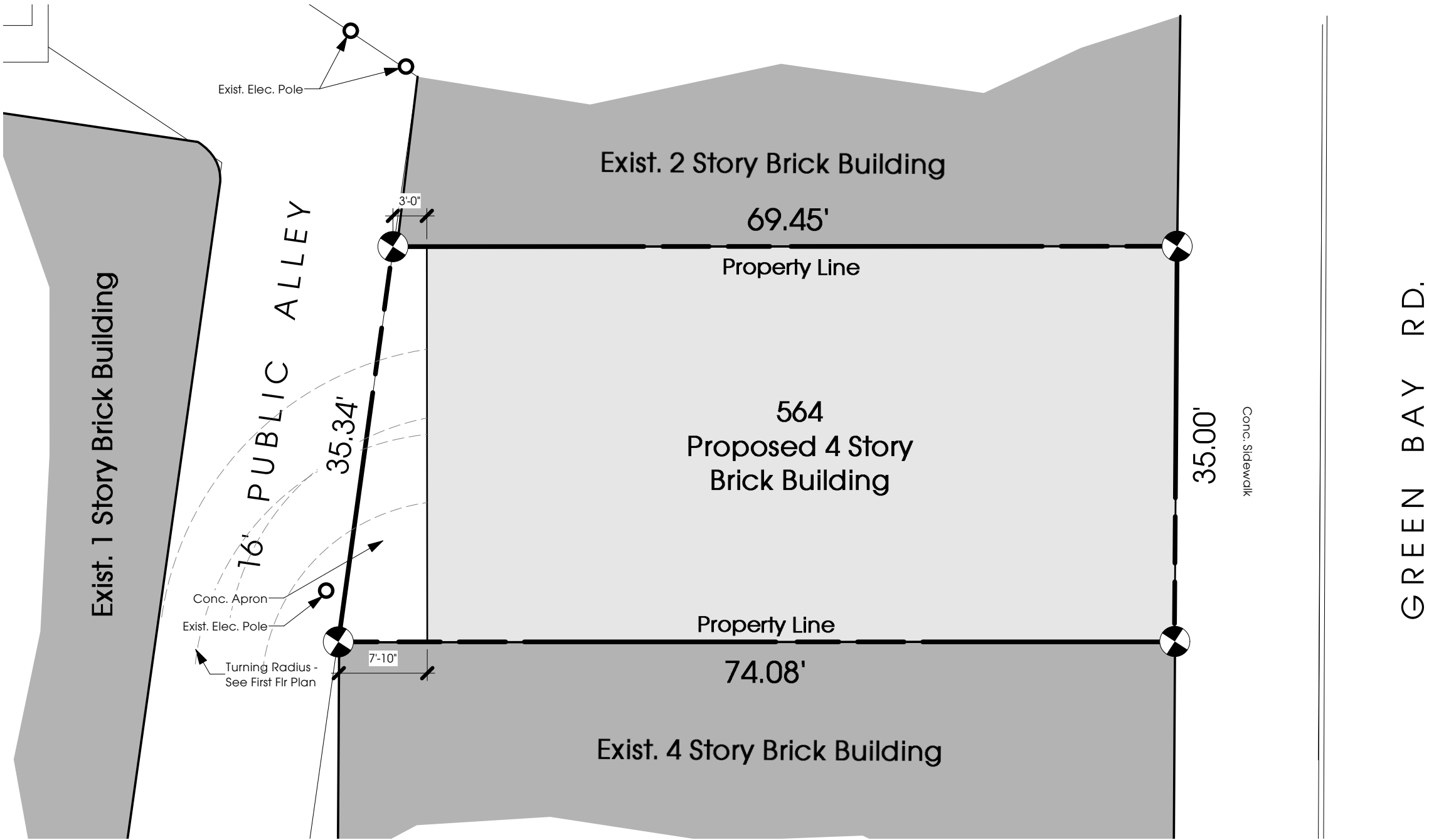
**EXHIBIT B**  
**PROPOSED SITE PLAN**  
**(SEE ATTACHED EXHIBIT B)**

Zoning Data

|                         |            |            |
|-------------------------|------------|------------|
| Zoning District         | C2         |            |
|                         | Req'd/ Max | Proposed   |
| Lot Area (Per Surveyor) |            | 2,512 s.f. |
| Min. Front Setback      | 0'0"       | 0'0"       |
| Min. Rear Setback       | 10'0"      | 3'0"       |
| Max. Building Height    | 45'0"      | 45'0"      |
| Stories Above Grade     | 4 Stories  | 4 Stories  |
| Fourth Floor Setback    | 10'0"      | 10'-0"     |
| Floor Area:             |            |            |
| Lower Flr               |            | 2,313 s.f. |
| GFA for Commerical      |            | 1,388 s.f. |
| First Floor             |            | 2,313 s.f. |
| GFA for Commercial      |            | 922 s.f.   |
| Second Floor            |            | 1,790 s.f. |
| Interior                |            | 1,532 s.f. |
| Deck                    |            | 258 s.f.   |
| Third Floor             |            | 1,698 s.f. |
| Interior                |            | 1,532 s.f. |
| Deck                    |            | 166 s.f.   |
| Fourth Floor            |            | 1,690 s.f. |
| Interior                |            | 1,344 s.f. |
| Deck                    |            | 346 s.f.   |

- MEP Notes
- Building shall be fully sprinklered, including the garage.
  - Building shall be fully alarmed w/ Fire Alarm Control Panel
  - New sanitary sewer shall be provided.
  - New water service shall be provided.
  - New 400 amp electrical service shall be underground. Disconnects & meters shall be located outside.

EXHIBIT B



New Construction  
Mixed Use Building  
564 Green Bay Rd.  
Winnetka, IL

Site Plan

Scale: 3/32" = 1'-0"

Mar 31, 2023

0 8 16 24 32 FT

3/32" = 1'-0"

kipnis

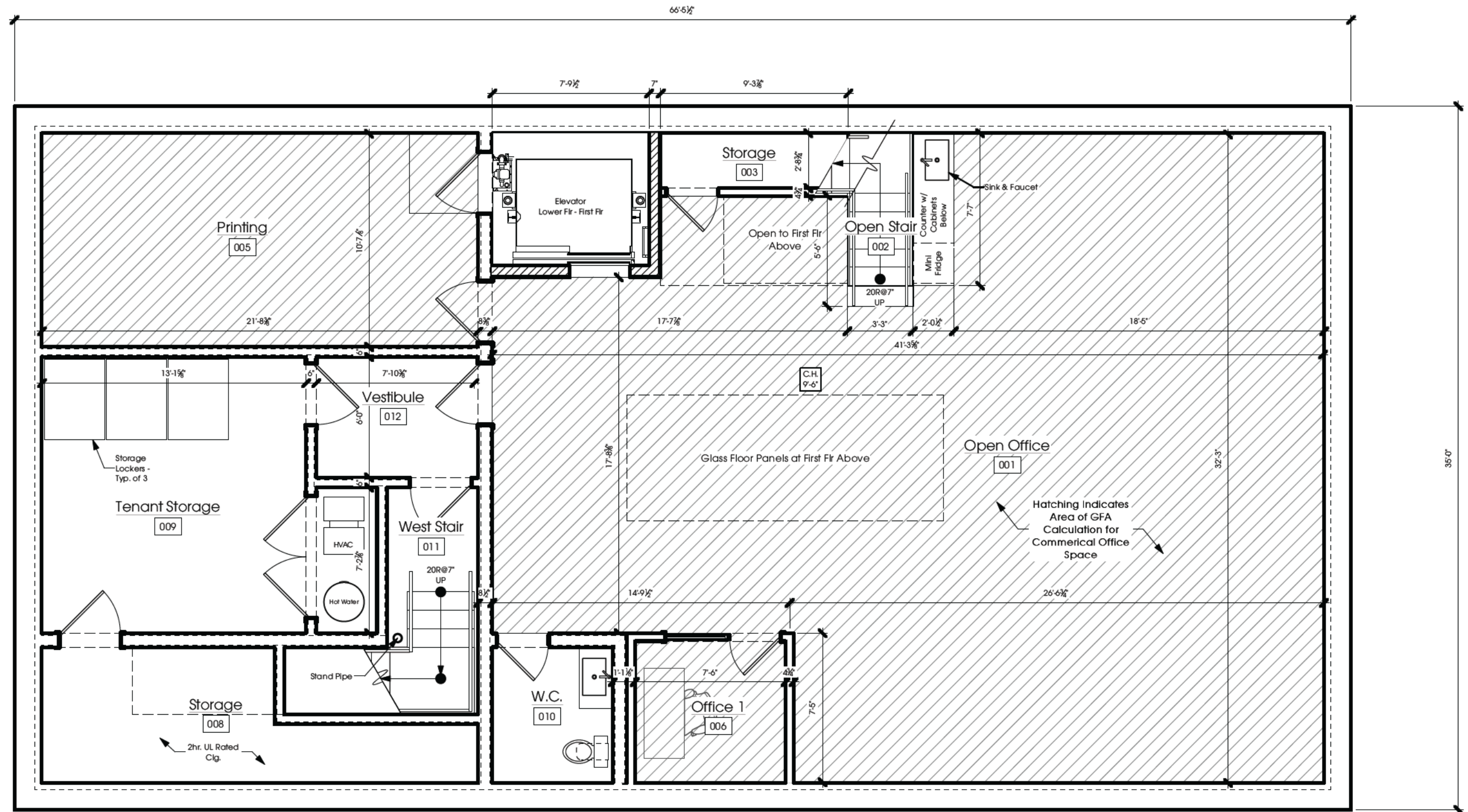
ARCHITECTURE+PLANNING

1642 payne street | evanston IL 60201

847 864 9650 | f847 864 0956

**EXHIBIT C**  
**PROPOSED FLOOR PLANS**  
**(SEE ATTACHED EXHIBIT C)**

# EXHIBIT C

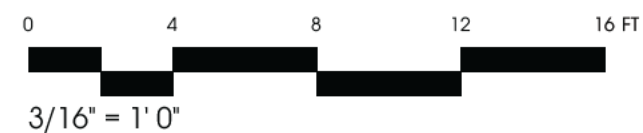


## Lower Flr Plan

Scale: 3/16" = 1'-0"

Mar 31, 2023

New Construction  
Mixed Use Building  
564 Green Bay Rd.  
Winnetka, IL

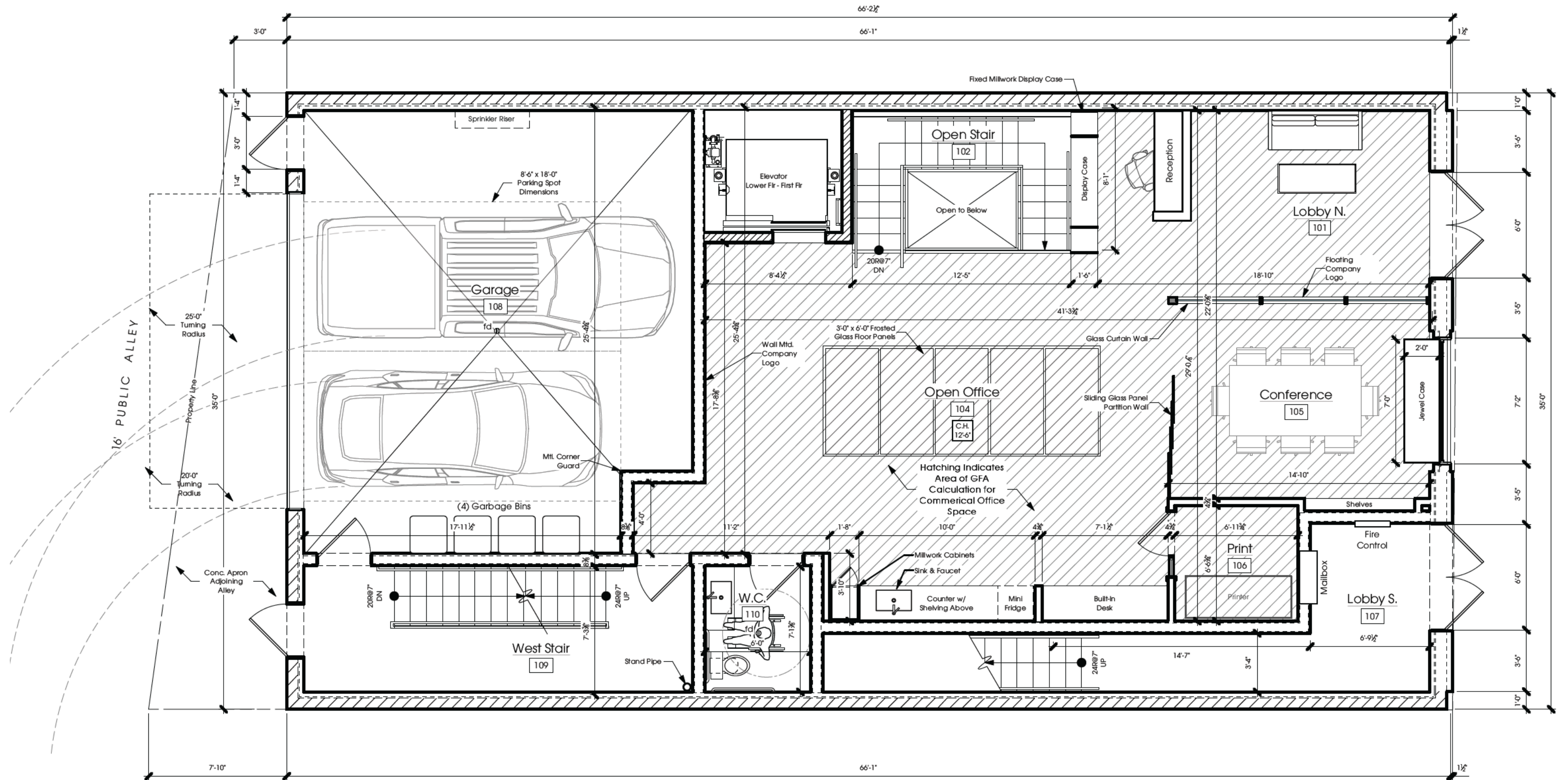


## GFA Calculations:

First Floor: 922 SF  
Lower Floor: 1,388 SF  
Total GFA: 2,310 SF

**kipnis**  
ARCHITECTURE+PLANNING

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847 864 9650 | f847 864 0956

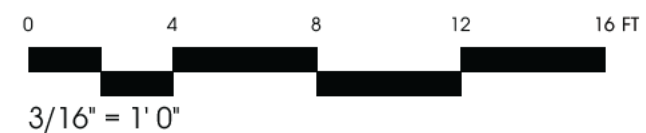


## First Flr Plan

Scale: 3/16" = 1'-0"

Mar 31, 2023

New Construction  
Mixed Use Building  
564 Green Bay Rd.  
Winnetka, IL



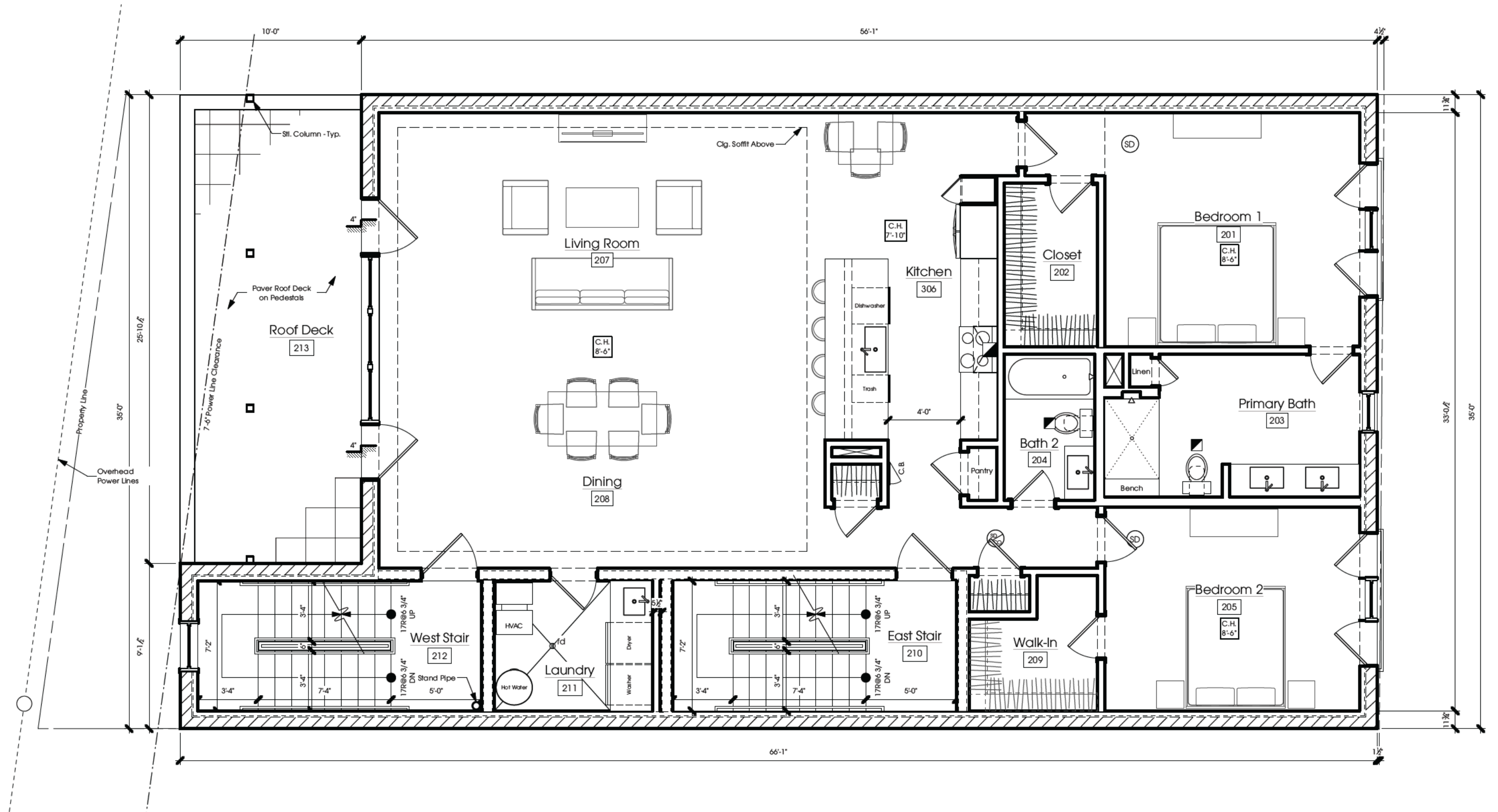
## GFA Calculations:

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**kipnis**  
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1642 payne street | evanston IL 60201  
847 864 9650 | f847 864 0956



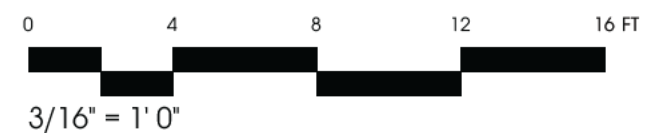


## Second Flr Plan

Scale: 3/16" = 1'-0"

Mar 31, 2023

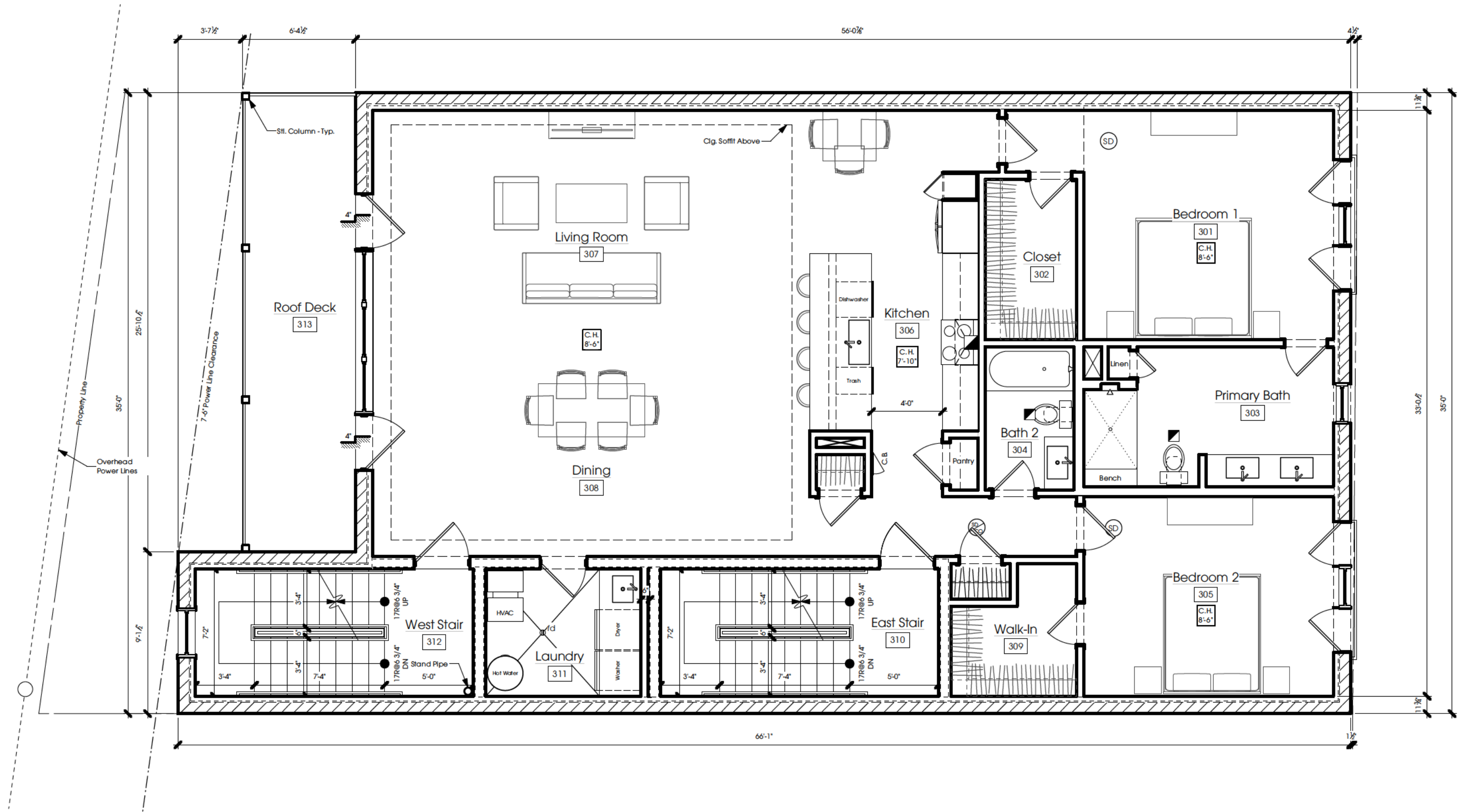
New Construction  
Mixed Use Building  
564 Green Bay Rd.  
Winnetka, IL



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ARCHITECTURE+PLANNING

1642 payne street | evanston IL 60201  
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New Construction  
Mixed Use Building  
564 Green Bay Rd.  
Winnetka, IL

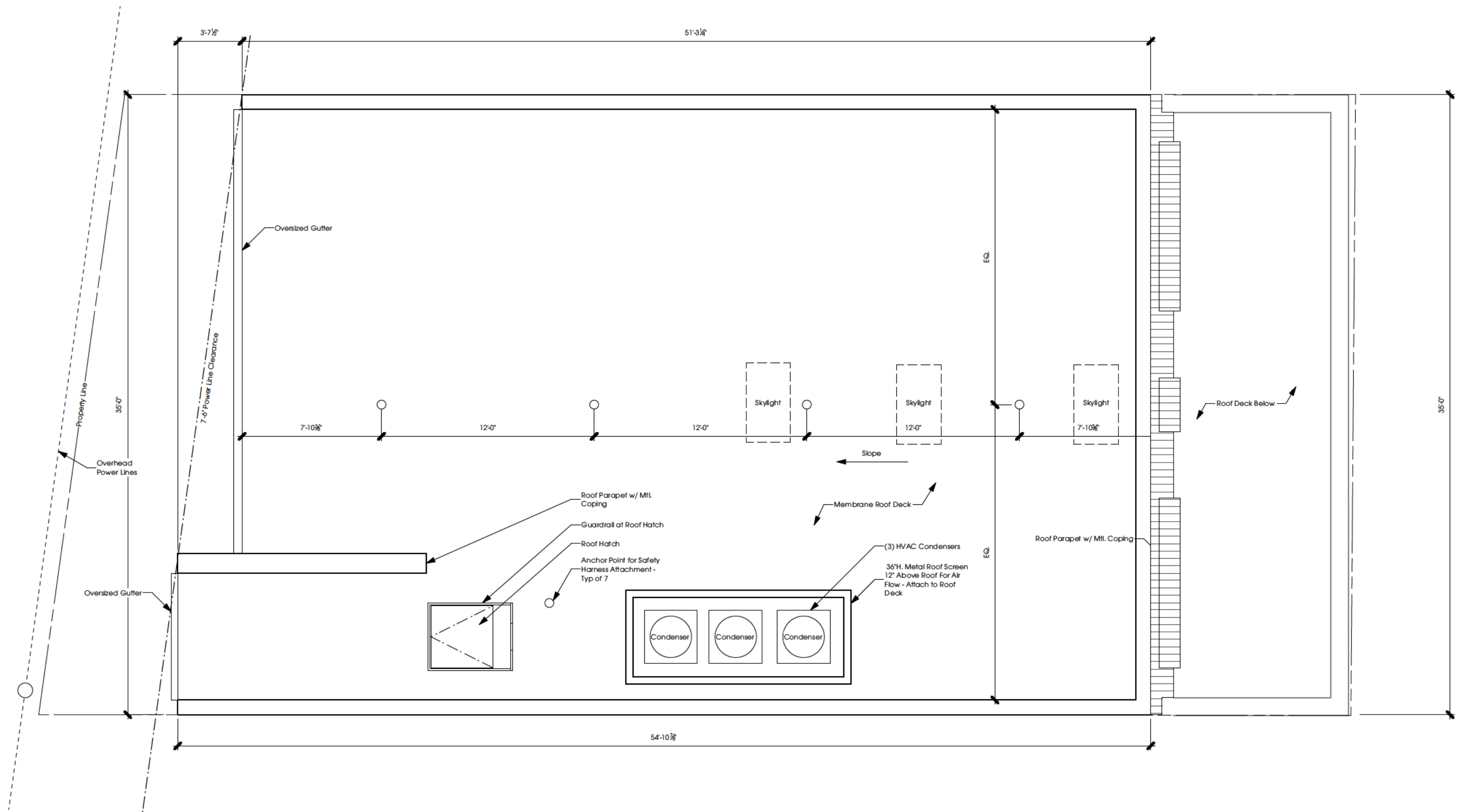
Third Flr Plan  
Scale: 3/16" = 1'-0"  
Mar 31, 2023

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ARCHITECTURE+PLANNING

1642 payne street | evanston IL 60201  
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Pg.6



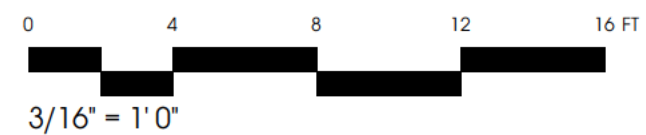


## Roof Plan

Scale: 3/16" = 1'-0"

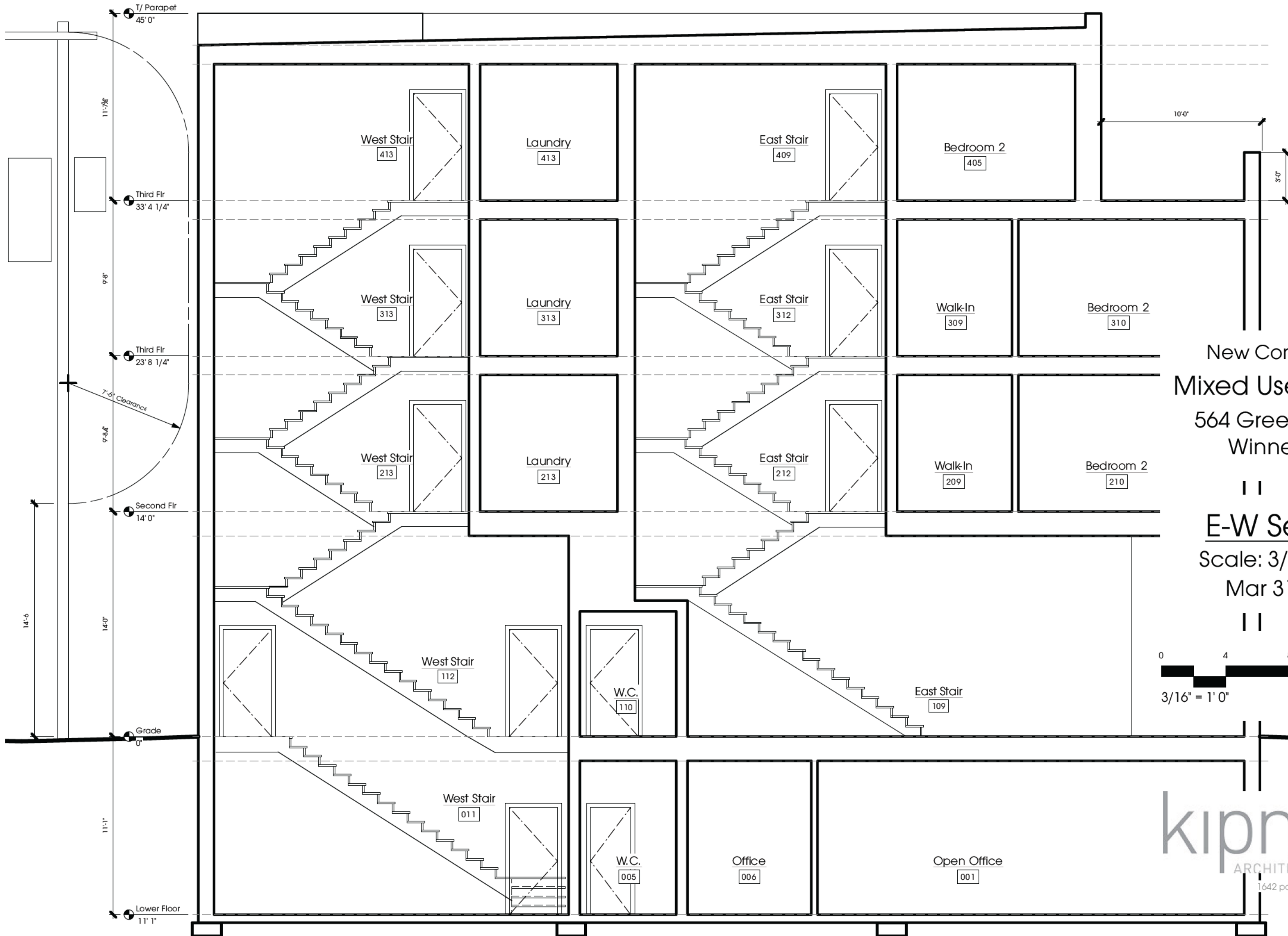
Mar 31, 2023

New Construction  
Mixed Use Building  
564 Green Bay Rd.  
Winnetka, IL



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1642 payne street | evanston IL 60201  
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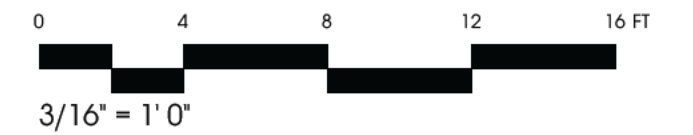


New Construction  
Mixed Use Building  
564 Green Bay Rd.  
Winnetka, IL

## E-W Section

Scale: 3/16" = 1'-0"

Mar 31, 2023



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**EXHIBIT D**  
**PROPOSED EXTERIOR ELEVATIONS**  
**(SEE ATTACHED EXHIBIT D)**

New Construction  
Mixed Use Building  
564 Green Bay Rd.  
Winnetka, IL



## Exterior East Elevation

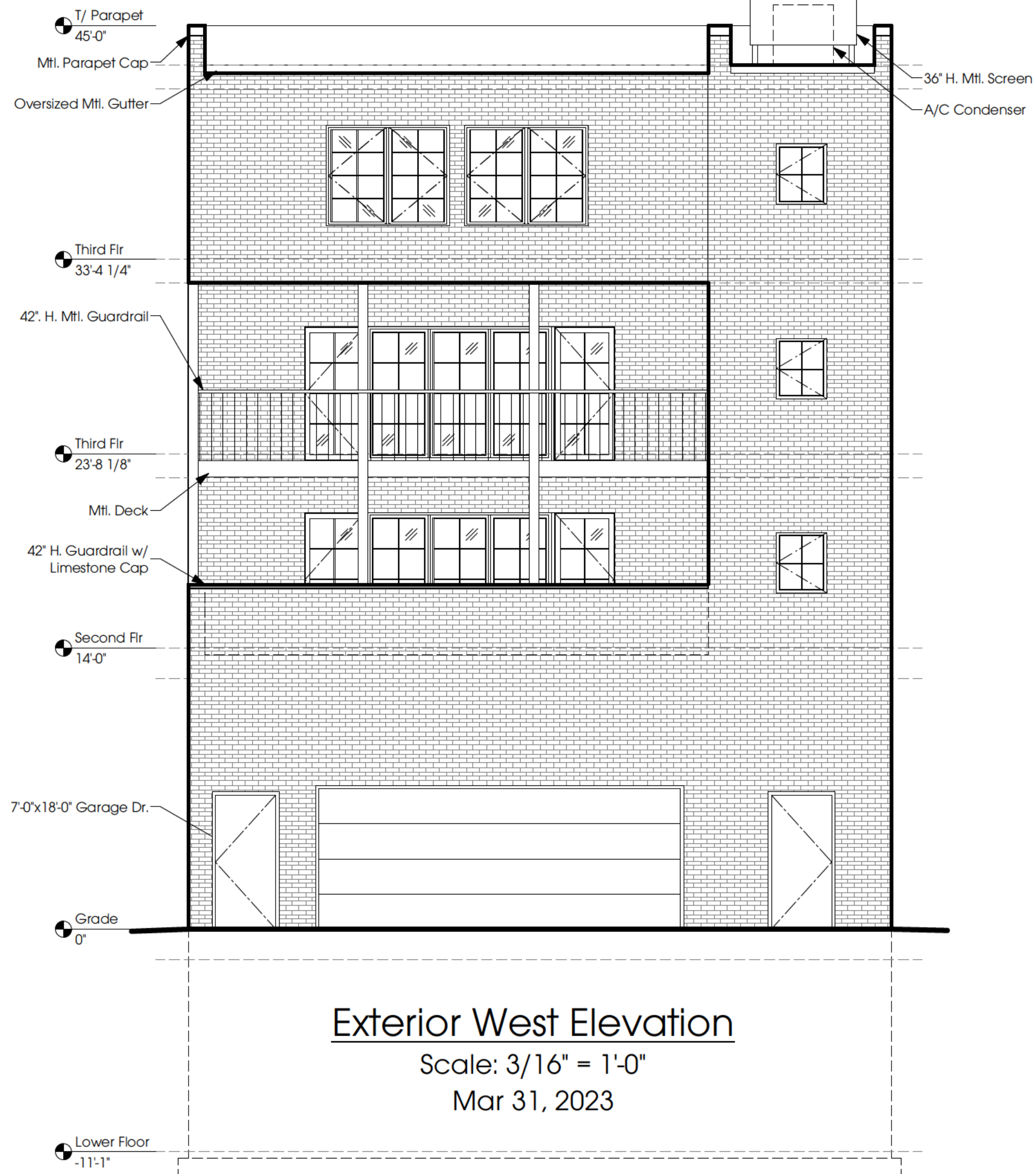
Scale: 3/16" = 1'-0"

Mar 31, 2023

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847 864 9650 | f847 864 0956





New Construction  
Mixed Use Building  
564 Green Bay Rd.  
Winnetka, IL

## Exterior West Elevation

Scale: 3/16" = 1'-0"

Mar 31, 2023

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847 864 9650 | f847 864 0956

Pg.11





New Construction  
Mixed Use Building  
564 Green Bay Rd.  
Winnetka, IL

Exterior Rendering  
Scale: 3/16" = 1'-0"  
Mar 31, 2023

kipnis   
ARCHITECTURE+PLANNING  
1642 payne street | evanston IL 60201  
847 864 9650 | f847 864 0956

Pg.12



**EXHIBIT E**  
**PROPOSED BUILDING MATERIALS AND FIXTURES**  
**(SEE ATTACHED EXHIBIT E)**

## Proposed Building Materials & Fixtures

564 Green Bay Rd, Winnetka, IL

1. Windows - Marvin Ultimate Picture Window - See Attachment #1
  - Exterior Finish: Black, Interior Finish: Gloss Black
  - Casement w/ SDL, Full Screen (not visible from exterior)
  - Glazing: Low E2 clear, Double Glazed Argon Filled
    - Light Transmittance: 0.44,
    - Condensation Resistance: 58
    - U-value: 0.3
    - SHGC: 0.26
2. Juliet Balcony Doors - Marvin Ultimate Swinging French Door - See Attachment #2
  - Exterior Finish: Black, Interior Finish: Gloss Black
  - Doors w/ SDL
  - Glazing: Low E2 clear, Double Glazed Argon Filled, Light Transmittance: 0.44, Condensation Resistance: 58, U-value: 0.3, SHGC: 0.26
3. Entry Door - Marvin Ultimate Commercial Door - See Attachment #3
  - Commercial Type Entry Door, Exterior Finish: Black, Interior Finish: Gloss Black
  - Hardware: Commercial, Exterior Finish: Brass, Interior Finish: Brass
  - Mortice lock and kick plate on inside, ADA compliant.
4. Storefront Window - Kawneer
  - IR 350 Framing System, Finish: Black
5. Balcony Railing
  - Metal, Powder Coat Finish: Black, 42" high, Baluster 3/4" Square, Spaced 3 1/2" o.c.
6. Brick - Interstate Brick - See Attachment #6
  - Style: Atlas 16" x 2 1/4" x 8", Grout groove in middle
  - Finish: "Pewter"
  - Mortar Color: Pale Gray
7. Limestone
  - Indiana Limestone Color: White / Grey
8. Light Fixtures - Lumens Caliber LED Outdoor Wall Sconce - See Attachment #8
  - dweLED, Finish: Black, One-Way Light Option
  - Wall Plate: 4 1/2" W x 5 1/2" H x 1/2" D
9. Cornice - Stone Panels, LLC - See Attachment #9
  - Style: StoneLite Panel Cornice
  - Finish: Indiana Grey Limestone Below
10. Thin Veneer Limestone Panels - Stone Panels, LLC - See Attachment #10
  - Finish: Sanded
  - Color: Indiana Grey Limestone
11. Metal Coping - PAC Clad - See Attachment 11
  - Finish: Cityscape
12. Metal Standing Seam Roof - PAC Clad - See Attachment 12
  - Finish: Cityscape

## 564 Greenbay Rd - Material Sample Board



### Windows & Doors - Exterior Finish - Black

*Marvin*

### Storefront Windows - Exterior Finish - Black

*Kawneer*

### Metal Railing - Powder Coat Finish - Black



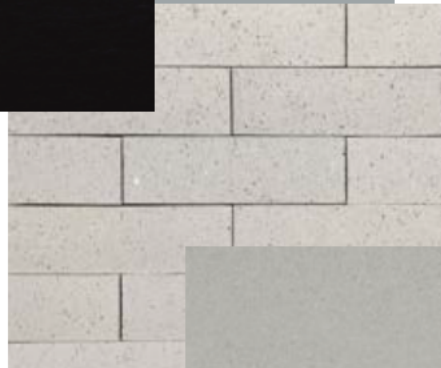
### Metal Roof & Coping - Cityscape

*PAC-Clad*

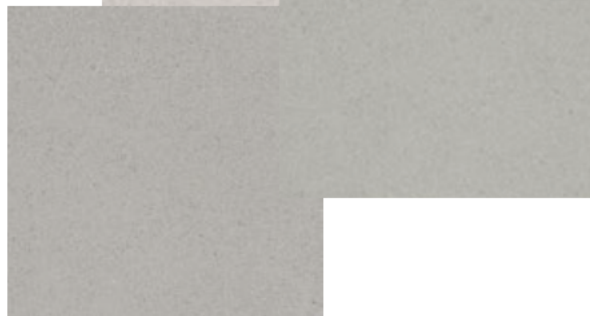


### Brick - Atlas, Color - Pewter & Pale Gray Mortar

*Interstate Brick*



### Limestone Block & Decoration - Indiana Limestone Grey



### Thin Veneer Limestone & Cornice -

### Indiana Limestone - Sanded Finish

*StonePanels Inc.*

## EXHIBIT F

### UNCONDITIONAL AGREEMENT AND CONSENT

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

**WHEREAS**, 564 Green Bay LLC, an Illinois limited liability company ("**Applicant**"), is the record title owner of the parcel of real property commonly known as 564 Green Bay Road in Winnetka, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located within the C-2 General Retail Commercial District of the Village ("**C-2 District**") measuring approximately 0.05 acres in size and is currently improved with a two-story commercial building, which is currently vacant ("**Existing Building**"); and

**WHEREAS**, the Applicant desires to demolish the Existing Building and redevelop the Subject Property a new, four-story mixed-use, multi-family building which building is proposed to include: (i) a ground-floor and lower-level commercial unit; (ii) an enclosed parking garage for the residential units at the rear of the building to accommodate two vehicles; and (iii) three single-level, two-bedroom residential units on the second, third and fourth floor of the proposed building, respectively (collectively, the "**Proposed Improvements**"); and

**WHEREAS**, to permit construction of the Proposed Improvements, the Applicant filed an application for: (i) a special use permit pursuant to Sections 17.46.110.G and Chapter 17.56 of the Zoning Ordinance to allow the construction and operation of a street-level parking garage within the C-2 District ("**Special Use Permit**"); (ii) a variation from Section 17.46.030 of the Zoning Ordinance to permit a rear yard setback of 3 feet; (iii) a variation from Section 17.46.110 of the Zoning Ordinance to permit two off-street parking spaces on the Subject Property (collectively, the "**Variations**"); and (iv) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code ("**Certificate of Appropriateness**") (collectively, the "**Requested Relief**"); and

**WHEREAS**, Ordinance No. M-08-2023, adopted by the Village Council on \_\_\_\_\_, 2023 ("**Ordinance**"), grants the Requested Relief; and

**WHEREAS**, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its 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 does hereby agree and covenant as follows:

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the

revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant acknowledges and agrees 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 the Requested Relief for the Subject Property or its adoption of the Ordinance, and that the Village's approvals are not, and will not be, in any way, deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant hereby agrees 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 Requested Relief for the Subject Property.

5. The Applicant hereby agrees 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: \_\_\_\_\_, 2023

ATTEST:

**564 GREEN BAY LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



## Agenda Item Executive Summary

**TITLE:** Ordinance No. MC-06-2023: Amending the Winnetka Village Code Concerning the Use and Licensing of Leaf Blowers (Introduction)

**PRESENTER:** Brian O'Connell

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**AGENDA DATE:** June 6, 2023

**CONSENT:** No

**ITEM TYPE:** Ordinances and Resolutions

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### ITEM HISTORY:

1994: Village Council passed Ordinance No. MC-131-94 regulating the use of gasoline-powered leaf blowers.

1996 and 1998: The Gasoline Powered Leaf Blower ordinance was updated.

2021: Regional Leaf Blower Working Group formed to evaluate gasoline powered leaf blower regulations to be considered by each represented municipality.

April 12, 2022: Village Council Study Session.

April 11, 2023: Village Council Study Session.

### EXECUTIVE SUMMARY:

The Village has regulated the use of gasoline-powered leaf blowers since 1994. From inception until 2018, enforcement of these violations was primarily complaint-based. In 2018, the Police Department began proactively enforcing violations of the ordinance through the issuance of citations. Additionally, the Police Department began a collaborative effort with area landscaping companies in 2021 through a pledge to adhere to the restrictions outlined in the ordinance in exchange for recognition on the Village website.

In 2021, a Regional Leaf Blower Working Group was established to evaluate regulations to be considered by all participating municipalities. The Working Group issued their final report in December 2022. Staff reviewed the Working Group report and presented the findings at the Village Council Study Session on April 11, 2023. Based on the Village Council's recommendations, the Village Attorney prepared a draft proposed ordinance that would update the gasoline-powered leaf blower regulations as follows: 1) Increase the current 4-month restriction to a 9-month restriction in which gasoline-powered leaf blowers (and any other leaf blower powered by internal combustion engines) are prohibited from December to March, and May to September. Such leaf blowers would only be allowed during spring and fall cleanup (April, October, and November); 2) Eliminate exemptions for all publicly-owned properties; and 3) Implement an annual licensing requirement for landscaping companies.

At the request of the Village Council during the April 11, 2023 Study Session, staff began communicating with Village partners in an effort to notify them of the proposed ordinance. The Winnetka Park District voiced concerns associated with this proposed ordinance. Winnetka Park District staff drafted a letter summarizing the issues and is requesting further consideration by the

Village Council. The Park District is requesting a phased-in approach over the next three years (depending on technological advancements) as they transition a portion of their equipment from gas powered to electric leaf blowers. After the new equipment has been phased in, they are requesting two additional months of gasoline powered leaf blower usage (May, September) for all park district maintained properties and a complete exemption for golf course operations and the Skokie Playfield site. Additionally, KemperSports drafted a letter in support of the Winnetka Park District's concerns. KemperSports has contracted with the Winnetka Park District to assist in managing this year's construction phase and all service requirements of the golf courses through December of 2027.

If adopted, the proposed ordinance amendment would be effective beginning in 2024 to allow for education and outreach to both residents and landscaping companies.

**RECOMMENDATION:**

Consider introduction of Ordinance No. MC-06-2023, Amending the Winnetka Village Code regarding gas powered leaf blower regulations.

**ATTACHMENTS:**

1. Ordinance No. MC-06-2023: Amending the Winnetka Village Code Concerning the Use and Licensing of Leaf Blowers
2. Memorandum: Gas-Powered Leaf Blower Policy
3. Regional Leaf Blower Working Group Final Report
4. Winnetka Park District Leaf Blowers Letter
5. Kemper Sports Leaf Blower Letter

**AN ORDINANCE AMENDING THE WINNETKA VILLAGE CODE CONCERNING  
THE USE AND LICENSING OF LEAF BLOWERS**

**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**, Title 9 of the Winnetka Municipal Code of 1999, as amended (“*Village Code*”), sets forth certain public nuisances, including regulations concerning leaf blowers; and

**WHEREAS**, various types of leaf blowers create noise and air pollution; and

**WHEREAS**, the Village desires to adopt amend its regulations governing the use of leaf blowers within the Village; and

**WHEREAS**, the Village Council has determined that amending the provisions of the Village Code as set forth in this Ordinance is in the best interests of the Village;

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

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

**SECTION 2: AMENDMENT TO SECTION 9.16.020 OF THE VILLAGE CODE.**  
Section 9.16.020, titled “Public nuisances defined,” of Chapter 9.16, titled “Nuisances,” of Title 9, titled, “Public Peace, Morals and Welfare,” of the Village Code shall be amended to read as follows:

**“Section 9.16.020 Public nuisances defined.**

- D. Public Nuisances Affecting Peace and Safety. The following acts, omissions, places, conditions and things are declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the provisions of subsection A of this section:

\* \* \*

21.

- a.** The use of any **internal combustion** ~~gasoline-powered~~ leaf blower **powered by the burning of gasoline or another type of flammable fuel**, whether backpack-mounted, wheel-mounted or hand held, including electric leaf blowers connected to portable gasoline-powered electric generators, at any of the following times:

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



- a*i*. at any time of day during the months of ~~June through September~~ **January, February, March, May, June, July, August, September, and December;**
- b*ii*. before 8:00 a.m. and after 7:00 p.m., Monday through Friday, during the months of ~~October through May~~ **April, October, and November;** and
- e*iii*. before 9:00 a.m. and after 6:00 p.m. on Saturdays, Sundays and holidays during the months of ~~October through May~~ **April, October, and November;** provided that, in the event of a storm or other emergency, the Village Manager may waive the enforcement of the foregoing restrictions, upon determining that it is in the best interests of the safety and welfare of the Village to use such leaf blowers in clean-up or restoration activities; and provided, further, ~~that nothing in this paragraph shall be construed to deem lawn maintenance activities on golf courses or on publicly owned properties as nuisances, whenever conducted.~~

**b. The use of leaf blower by a person or company providing landscaping services for compensation without a leaf blower license issued pursuant to Section 5.78.020 of this Code.”**

**SECTION 3: AMENDMENT TO TITLE 5 OF THE VILLAGE CODE.** Title 5, titled “Business Licenses and Regulations,” of the Village Code shall be amended to add a new Chapter 5.78 titled “Leaf Blowers,” to read as follows:

**“Chapter 5.78**  
**LEAF BLOWERS**

**Section 5.78.010 Definitions.**

**For the purposes of this Chapter, the following terms, phrases, and words shall have the meanings given to them in this section. All terms, phrases and words used in this chapter but not defined in this section shall have the meanings given to them elsewhere in this Code.**

**“Gasoline-Powered Leaf Blower” means any internal combustion leaf blower powered by the burning of gasoline or another type of flammable fuel.**

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

**Section 5.78.020 Leaf blower license required.** No person or company may operate a landscaping service or provide landscape services for compensation that utilizes leaf blowers without obtaining from the Village a leaf blower license.

**Section 5.78.030 Application for license.**

- A. **Application.** An applicant for a leaf blower license must file an application on a form provided by the Village.
- B. **Fee.** The application fee for a leaf blower license required by section 5.78.020 is the amount set forth in the Annual Fee Resolution.

**Section 5.78.040 Leaf blower license term.**

**A leaf blower license issued pursuant to this chapter will be valid only for the calendar year from the date of issuance of the license.**

**Section 5.78.050 Penalty.**

**Any person or legal entity who violates any provision of this section shall, upon conviction thereof, be subject to a fine for the violation of this section of not less than \$25.00 nor more than the maximum provided in Section 1-4-1 of this Code for each such violation and for each day such violation exists.”**

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

**SECTION 5: EFFECTIVE DATE.** This Ordinance will be in full force and effect upon the later of: (i) its passage and approval in the manner provided by law; and (ii) January 1, 2024.

[SIGNATURE PAGE FOLLOWS]

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

PASSED this 6 day of June, 2023, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

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 \_\_\_\_\_,  
2023.

Introduced: June 6, 2023

Passed and Approved: \_\_\_\_\_, 2023

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

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## MEMORANDUM

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**TO:** ROB BAHAN, VILLAGE MANAGER  
**FROM:** BRIAN O'CONNELL, INTERIM CHIEF OF POLICE  
**DATE:** APRIL 11, 2023  
**SUBJECT:** GAS-POWERED LEAF BLOWER POLICY

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### **Background:**

In 2021, a Regional Leaf Blower Working Group was formed to evaluate the need and impact of leaf-blower regulations being considered by participating municipalities. The Working Group consisted of the following entities:

|                       |                         |                                            |                       |
|-----------------------|-------------------------|--------------------------------------------|-----------------------|
| Village of Deerfield  | Deerfield Park District | Village of Glencoe                         | Village of Glenview   |
| Go Green Wilmette     | City of Highland Park   | Illinois Landscape Contractors Association | Village of Kenilworth |
| Village of Lake Bluff | City of Lake Forest     | Village of Lincolnshire                    | Mariani Landscape     |
| Village of Northbrook | Scopelliti Landscaping  | Village of Wilmette                        | Village of Winnetka   |

The Working Group was comprised of elected officials, appointed officials, professional municipal staff, and representatives of the landscape industry. Consultants from American Green Zone Alliance and Quiet Communities assisted with the technical components of the report. The goal of the Working Group was to better understand the role of gas-powered blowers in the landscaping industry, the quality-of-life impacts of their use, the feasibility of using alternatives, and to consider whether regulation should change in the future.

### **Current Winnetka Regulations:**

For over 25 years, the Winnetka Village Code has included an ordinance prohibiting the use of gas-powered leaf blowers during certain months of the year. The current code defines gas-powered leaf blowers as a nuisance and prohibits their use from June 1 through September 30 each year which is a four-month ban. For the remaining eight months of the year (October 1 through May 30), gas-powered leaf blower use is permitted, but restricted to certain hours (8:00am – 7:00pm Monday through Friday, and 9:00am – 6:00pm Saturdays, Sundays, and holidays). Exemptions to the gas-powered leaf blower ban include those used on golf courses, park district property, and publicly owned property. See Appendix B for full ordinance language.

The Village does not currently have a licensing process for landscapers. As of 2021, the Village has asked landscaping companies to voluntarily sign a pledge acknowledging that they will comply with the leaf blower ordinance and inform all of their employees of the restrictions.

Companies who sign the pledge and remain compliant with the ordinance are recognized on the Village's website.

The police department is responsible for enforcement of the leaf blower restrictions. Individuals or businesses found in violation of the ordinance are subject to a municipal citation with a fine of \$100.00. Enforcement over the last five years was as follows:

| Year | Number of Citations Issued |
|------|----------------------------|
| 2018 | 81                         |
| 2019 | 59                         |
| 2020 | 76                         |
| 2021 | 109                        |
| 2022 | 31                         |

The reduction in citations issued in 2022 is attributed to compliance gained through education, adherence to the pledge, and prior enforcement. In 2022, the police department began documenting observations of battery-powered leaf blowers being used by a landscaping company. There were 42 of these instances from July to September 2022.

#### **Other Municipality Current Regulations:**

Leaf blower restrictions vary among the other municipalities that participated in the Working Group. Some do not have ordinances specific to gas-powered leaf blowers; rather, violations are enforced under the noise ordinance sections of their codes. Communities with ordinances specific to leaf blowers include Glencoe, Highland Park, Kenilworth, and Wilmette. Some municipalities currently have licensing requirements or require landscapers to register their vehicles.

| Municipality  | Current Ordinance                               | License Requirement  |
|---------------|-------------------------------------------------|----------------------|
| Deerfield     | Noise                                           | No                   |
| Glencoe       | 7-month ban (May 15-Sept. 15, Dec. 15-March 15) | Yes                  |
| Glenview      | Noise                                           | No                   |
| Highland Park | 4.5-month ban (May 15-Oct. 1)                   | Yes                  |
| Kenilworth    | 4.5-month ban (May 15-Sept. 30)                 | No                   |
| Lake Bluff    | Noise                                           | No                   |
| Lake Forest   | Noise                                           | Yes                  |
| Lincolnshire  | Noise                                           | No                   |
| Northbrook    | Noise                                           | No                   |
| Wilmette      | 4.5-month ban (May 15-Sept. 30)                 | Vehicle registration |
| Winnetka      | 4-month ban (June 1-Sept. 30)                   | No, Pledge Program   |

## **Working Group Findings:**

At the conclusion of their study, the Working Group identified three impact categories that should be considered when making a policy decision. Those are environmental considerations, technology considerations, and cost considerations.

### *Environmental (Working Group Report Page 5) –*

The environmental impact of gas-powered leaf blowers is twofold and includes noise pollution and air pollution. Noise is one of the most common complaints received regarding gas-powered leaf blowers. The average gas-powered leaf blower ranges from 75-83 dB when measured from 50 feet away. For comparison, the average battery-powered leaf blower ranges from 52-62 dB when measured from the same distance. Each 10 dB increase in sound is twice as loud as heard by the human ear. Therefore, while not as impactful, battery-powered leaf blowers still generate noticeable noise which will not be eliminated entirely.

The other environmental consideration is air pollution. Gas-powered leaf blowers are a source of high levels of localized emissions and their routine use in residential areas and public spaces could potentially expose the public to preventable health risks. The data comes from the most recent report conducted by the U.S. Environmental Protection Agency (US EPA) which was in 2015. Although there have likely been improvements to the equipment since that time, air pollution impacts are still an important consideration for the purposes of the updated policy.

### *Technology (Working Group Report Page 6) –*

To date, the Working Group determined there is not a battery-powered leaf blower alternative on the market as powerful as a gas-powered blower. Not only is the gas-powered blower more effective at moving heavier, wet debris more quickly, it also does not require the substantial back-up equipment that would be required of a battery-powered blower. The leading battery-powered equipment can operate for approximately one hour at maximum power before the battery runs out. This maximum power setting is typically used during fall clean-up.

### *Cost (Working Group Report Page 7) –*

Battery-powered leaf blowers are significantly more expensive than the gas-powered alternatives. Costs vary depending on the intensity of leaf blower use which is correlated to the expectation customers have of their lawn aesthetic. To achieve a highly manicured lawn, the cost of outfitting one landscape crew with the required battery-powered tools and equipment is \$11,225 compared to \$1,125 for a gas-powered set up. A full breakdown of the costs can be found in the Working Group report.

## **Policy Considerations –**

The Working Group identified four reasonable policy options for municipalities to consider moving forward. They are as follows:

Option 1 – Status Quo. For communities that currently have no restrictions, no change may be warranted.

Option 2 – 4.5-month restriction. This would be considered a seasonal gas-powered leaf blower ban from May 15 to September 30 each year.

Option 3 – 9-month restriction. This would allow gas-powered leaf blowers to be used during fall cleanup (October 1 - November 30) and spring cleanup (April 1 – 30) each year when the leaves and debris are heaviest and wettest. Gas-powered blowers would be banned during the winter and summer.

Option 4 – 10-month restriction. This would only allow gas-powered leaf blowers to be used during fall cleanup (October 1 – November 30). They would be banned for the remainder of the year.

It should be noted that a 12-month ban was not recommended by the Working Group due to the need for high-powered equipment during the fall cleanup. The report noted that there are no electric or battery alternatives to gas-powered blowers that provide the same efficacy, nor are they yet economically viable for landscapers.

## **Working Group Action Plans –**

The municipalities that participated in the Working Group are at various phases of proposing new regulations or implementation of new regulations. As of the date of this writing, four municipalities have proposed a 9-month ban on gas-powered leaf blowers beginning in 2024 or later. Those municipalities include Glencoe, Highland Park, Northbrook, and Wilmette. Three of the four communities proposing a 9-month ban currently have exemptions for golf courses and park district property, but not for village-owned property. Wilmette is the exception to this rule as they do allow some use of gas-powered blowers on village property and for cleaning roofs, downspouts, and gutters. These communities are considering maintaining their current exemptions.

For a full listing of participating municipalities' current regulations and proposed new regulations, see the table in Appendix A.

## **Staff Recommendation –**

After thorough review of the Working Group Final Report, staff recommends the following changes to Winnetka's current ordinance:

- 9-month restriction in which gas-powered leaf blowers are prohibited from December to March, and May to September. This would allow landscapers to use gas-powered leaf blowers during fall cleanup (October and November) and spring cleanup (April) when the leaves and debris are heaviest and wettest.
- No exemption for village-owned property. Surrounding municipalities moving to a similar ban are generally proposing exemptions for golf courses and park district property. Staff recommends Winnetka remain consistent with the surrounding municipalities.
- Implement an Annual Licensing Requirement for Landscapers. Landscapers would be required to obtain an annual license from the Village to operate within its limits. The license fee would be \$100.00 which would be consistent with surrounding municipalities who already require licenses (Highland Park - \$100.00, Glencoe - \$100.00, and Wilmette - \$80.00).
- Implementation of new restrictions and licensing in 2024. This would reduce the economic impact on landscaping companies who would have additional time to purchase battery-powered equipment. Additionally, this timeline gives consideration to residents who already have existing landscaping contracts for the year. Longer implementation allows for future contracts to be amended according to the Village's updated ordinance. This would also allow for ample public education and messaging during 2023. Education and outreach would be targeted to both residents and landscaping companies.
  - Residents – Educating residents on the new restrictions and the impact of gas-powered leaf blowers is critical to ensuring the success of the program. Staff recommends a multi-pronged approach to messaging, including an article in the Winnetka Report, a page on the Village website, a social media campaign, door hangers, notices on utility bills, and reminders in the E-Winnetka newsletter.
  - Landscaping Service Providers – Staff recommends early notification to landscaping companies to ensure they have ample time to adjust to the new regulation and purchase required equipment if necessary. During 2023, staff proposes handing out informational flyers with warning notices to landscape companies using gas-powered leaf blowers during the months that will be newly restricted in 2024. Additional informational mailings will also be sent to the 70+ landscape companies on the mailing list maintained by the police department.



## Appendix A

### Leaf Blower Working Group Action Plans

| COMMUNITY               | CURRENT ORDINANCE/REGULATION                                         | PROPOSED REGULATION                                 |
|-------------------------|----------------------------------------------------------------------|-----------------------------------------------------|
| Village of Glenview     | N/A, noise ordinance                                                 | No Response                                         |
| Village of Lincolnshire | N/A, noise ordinance                                                 | Village does not plan to implement any restrictions |
| Village of Lake Bluff   | N/A, noise ordinance                                                 | Prohibit May 15 to September 30                     |
| Village of Deerfield    | N/A, noise ordinance                                                 | Under Review                                        |
| Village of Kenilworth   | Prohibited May 15 through September 30                               | Under Review                                        |
| City of Lake Forest     | N/A, noise ordinance                                                 | Under Review                                        |
| Village of Glencoe      | Prohibited May 15 through September 15, December 15 through March 15 | 9-month ban*                                        |
| City of Highland Park   | Prohibited May 15 through October 1                                  | 9-month ban*                                        |
| Village of Northbrook   | N/A, noise ordinance                                                 | 9-month ban*                                        |
| Village of Wilmette     | Prohibited May 15 through September 30                               | 9-month ban*                                        |

\*Likely 2024 or later implementation

## Appendix B

### Section 9.16.020 Public nuisances defined.

D. Public Nuisances Affecting Peace and Safety. The following acts, omissions, places, conditions and things are declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the provisions of subsection A of this section:

21. The use of any gasoline-powered leaf blower, whether backpack-mounted, wheel-mounted or hand held, including electric leaf blowers connected to portable gasoline-powered electric generators, at any of the following times:

- a. at any time of day during the months of June through September;
- b. before 8:00 a.m. and after 7:00 p.m., Monday through Friday, during the months of October through May; and
- c. before 9:00 a.m. and after 6:00 p.m. on Saturdays, Sundays and holidays during the months of October through May; provided that, in the event of a storm or other emergency, the Village Manager may waive the enforcement of the foregoing restrictions, upon determining that it is in the best interests of the safety and welfare of the Village to use such leaf blowers in clean-up or restoration activities; and provided, further, that nothing in this paragraph shall be construed to deem lawn maintenance activities on golf courses or on publicly owned properties as nuisances, whenever conducted.

# **Regional Leaf Blower Working Group**

## **Final Report**

Village of Deerfield

Deerfield Park District

Village of Glencoe

Village of Glenview

Go Green Wilmette

City of Highland Park

Illinois Landscape Contractors Association

Village of Kenilworth

Village of Lake Bluff

City of Lake Forest

Village of Lincolnshire

Mariani Landscape

Village of Northbrook

Scopelliti Landscaping

Village of Wilmette

Village of Winnetka

Submitted December 15, 2022

## Purpose

The Regional Leaf Blower Working Group (referred to as the “Working Group”) was formed in late 2021 to evaluate the need and impact of leaf-blower regulations to be considered by each participating municipality. The Working Group was tasked with studying the impacts of gas-powered leaf blowers, alternative technologies and how communities could mitigate the impacts of this equipment.

The Working Group recognizes that the circumstances of participating municipalities are different and thus this report does not indicate whether a community should prohibit the use of gas-powered leaf blowers. Instead, the report identifies best practices to consider should it be determined that gas-powered leaf blower regulations are appropriate in a particular community.

The information in this report has been compiled to assist each community’s discussions and consideration of leaf-blower regulations. *In an effort to standardize regulations, municipalities that determine that new or expanded leaf-blower regulations are appropriate for their community are encouraged to work together on drafting of ordinances to ensure uniformity of regulations throughout the North Shore.* Because landscapers work across municipal boundaries, such cooperation will greatly enhance the effectiveness of and compliance with any policy.

## Working Group Composition

To ensure a balanced and thoughtful report, the Working Group is comprised of:

- Elected officials
- Appointed officials (i.e. Sustainability Commission members)
- Professional municipal staff (Municipalities and Park Districts)
- Representatives of the landscape industry

The Working Group utilized consultants, the American Green Zone Alliance (AGZA) (<https://agza.net/>) & Quiet Communities (<https://quietcommunities.org/>)<sup>1</sup>, to assist with technical components of the report and to review a draft of the final report.

The Working Group created three subcommittees to conduct research and consider various policy components which have informed this report. The subcommittees include:

- Municipal Research and Best Practices
- Impact of Gas-Powered Leaf Blowers
- Alternative Equipment/Technology

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<sup>1</sup> AGZA is an organization “committed to improving quality of life for communities, working conditions for operators and best practices for the landscape maintenance industry working to create cleaner air, quieter spaces, and more harmonious and sustainable communities.”

Quiet Communities is a “nonprofit 501C3 dedicated to helping communities reduce health and environmental harm from noise and pollution.”

## **Executive Policy Summary**

### **Reasonable Policy Options for Consideration**

For communities considering expanding gas-powered leaf blower policies, as well as those considering new regulations, the following policy options are presented:

- Status Quo/Monitoring
  - For communities without existing gas-powered leaf blower regulations, the individual characteristics of their community may warrant no change to regulations with continued monitoring of leaf blower technology
- A seasonal gas-powered leaf blower ban from approximately May 15 through September 30
  - This is the most common timeframe for regional municipalities, including Working Group members, with gas-powered leaf blower regulations
- An 8-week window during the fall clean-up season (October 1-November 30) and 4-week window (April 1 – April 30) during the spring clean-up season when gas-powered leaf blowers may be utilized
  - Gas-powered leaf blowers would be banned during the summer and winter months when their efficacy is less needed to meet customer expectations
  - Given that the start of the spring clean-up season can vary each year due to weather conditions, it would be appropriate for regulations to contemplate allowance of an administrative extension to the 4-week window
- A 10-month gas-powered leaf blower ban from December through September
  - This policy would prohibit the use of gas-powered leaf blowers during the annual spring clean-up season
  - None of the Working Group members, nor any nearby communities, have experience prohibiting the use of gas-powered leaf blowers during spring clean-up and the impact on spring operations is unknown at this time
  - Depending on customer expectations, use of battery-operated technology during spring clean-up may not be economically viable for landscapers
  - This option is not supported by the Illinois Landscape Contractors Association due to the volume of debris during spring clean-up which requires the efficacy of gas-powered leaf blowers and the compressed time period for spring clean-ups. Spring clean-up leaf volumes can be further exacerbated by late leaf drops during the fall season which further justifies the need for powerful leaf blowing equipment.

The American Green Zone Alliance does not recommend 12-month gas-powered leaf blower bans for communities along the North Shore due to the robust tree canopy and need for high-powered equipment to adequately complete fall clean-up. As of the date of this report, there are no electric or battery alternatives to gas-powered that can provide the efficacy required during fall clean-up nor are these alternatives economically viable for landscapers during the fall season.

## **Recommended Best Practices**

### **Policy Implementation, Enforcement & Public Education**

#### Policy Implementation

Whether a community is considering implementing gas-powered leaf blower regulations for the first time, or extending a seasonal ban to a 10-month ban, phasing of the regulations is important for the following reasons:

- Allows additional time for technology advancements as blower strength and battery power continues to improve for alternative equipment
- Reduces the economic impact on service providers and customers
- Provides sufficient time for public education

Examples of phasing timelines include:

- 5-year phase out (recommended by the Illinois Landscape Contractors Association)
- 3-year phase out
- 1-year phase out

The appropriate phase out period may vary by each community's circumstances. For example, a community with a 6-month ban currently in place may require a shorter phase out period than a community without any current regulations.

#### Enforcement

Enforcement of leaf blower regulations can be challenging for the municipality and frustrating to homeowners who encounter violations of leaf blower ordinances. Regulations limiting noise to specific decibel thresholds can be particularly difficult to enforce as compared to blanket prohibitions. Consideration as to how municipalities will enforce any such regulations is essential when contemplating new or expanded policies.

Enforcement approaches vary by community and the following are best practices that have been recommended by individual Working Group participants based on experience:

- When staffing allows, proactively enforce the ordinance with a dedicated employee(s) rather than respond reactively to complaints
- Seek compliance prior to issuing citations
  - Issue citations after failing to comply to warnings
  - Revoke citations if a landscaper provides evidence they have purchased an electric- or battery-operated leaf blower
- Issue citations to the landscaping companies, not the individual employees or homeowners
- Require landscapers to be licensed in order to communicate regulations and provide the ability to revoke a license for continued violation of ordinances.

- Communities that do not currently license landscapers but intend to should consider the impacts upon small businesses as well as staffing impacts to administer a licensing program.
- Require identifying information on landscaping vehicles to assist with enforcement
- Document voluntary compliance with regulations by identifying and recognizing companies which use alternative technology
- Other ideas not currently implemented by Working Group members but suggested for consideration include: 1) Develop an intake process where violations may be reported through the use of video or photos. Gas-powered equipment is used in short bursts making it difficult for law or code enforcement officials to catch violators in the act; 2) For communities which do not currently license landscapers, allow for reciprocal acceptance of landscape licenses (accept a license from another community) which may ease the administrative burden of implementing a new licensing program

### Public Education

Public education is critical to the success of any leaf blower regulation and to ensure native habitats are properly maintained. Residents play an important role in reducing the impacts of gas-powered leaf blowers in the community and in making transitions to alternative equipment more economically viable for landscapers. Understanding the problems associated with gas-powered leaf blowers, impacts of any type of blowing/disturbance to the natural environment, and then using that knowledge to educate landscapers and homeowners is essential to the success of leaf blower regulations.

Template communications can be found in Appendix B with information that can be tailored to specific municipal regulations and for different audiences (landscapers, homeowners) or circumstances (Education or enforcement via social media, flyer, door hanger).

The Working Group recommends that communications utilize accessible, understandable language to reach the broadest possible audience.

### Workforce Education and Training

Workforce education and training are critical to equitably and adequately resourcing leaf blower regulations. Battery electric technology is a different technology platform with its own operational and safety issues. It is essential to ensure electric tools are operated, handled, stored, and charged properly and safely, and that batteries are repurposed or recycled at the end of their useful lives. Safe and proper use of tools, batteries, and chargers also extend product life and optimize return on investment.

## Environmental, Technology, Cost, & Other Considerations

The Working Group's best practices are based on an extensive review of the environmental impacts of gas-powered leaf blowers, current technology for alternative equipment and the cost to transition to more sustainable equipment.

### Environmental Considerations

Environmental considerations regarding leaf blowers including noise and air pollution are discussed below. Ultimately, reducing the usage of leaf blowing in general (gas- or battery-powered), through public education and commercial education, is the most sustainable solution to protect native habitats and reduce noise and air pollution.

#### *Noise Pollution*

The issue of noise is one of the most common complaints received from community members regarding gas-powered leaf blower usage and the Occupational Safety and Health Administration (OSHA) requires ear protection for users of gas-powered leaf blowers. When measured at 50 feet away (the American National Standards Institute (ANSI) standard for measuring noise)):

- Average battery-operated blowers range from 52 - 65 dB
- Average low decibel gas-powered leaf blowers range from 60-64 dB
- Average gas-powered leaf blowers range from 75 - 83 dB

For reference, each 10 dB increase in sound is twice as loud as heard by the human ear. Refer to Appendix C for a chart from Purdue University to provide context for these decibel ranges.

A study commissioned by the City of Washington D.C. in 2018 and conducted by acoustic engineers from Arup, an international engineering firm, and Quiet Communities, found that for the commercial blowers that were tested:

- *The sound from the gas leaf blowers has a strong low frequency sound component absent from battery operated leaf blowers*
- *The low frequency component of the gas leaf blower sound carries loud sound over longer distances resulting in a greater noise impact on the surrounding community*
- *The low frequency component of gas leaf blower sound enables it to more easily penetrate through home windows and glass doors*

The report from Arup can be found in Appendix D.

While the noise from battery and electric operated leaf blowers is not as impactful as noise from gas-powered leaf blowers, they do still generate noticeable noise and none of the policy options on page two of this report will eliminate such noise in its entirety.



## Air Pollution

Appendix E is a report from the US Environmental Protection Agency and Quiet Communities titled “National Emissions from Lawn and Garden Equipment”. The report finds that:

- *Commercial gas landscape maintenance equipment (GLME) is a source of high levels of localized emissions that include hazardous air pollutants, criteria pollutants, and carbon dioxide (CO<sub>2</sub>)*
- *Routine use of GLME in the vicinity of residential neighborhoods, schools, parks, and other public spaces may be exposing the public to unnecessary and preventable health risks*
- *Communities and environmental, public health, and other government agencies should create policies and programs to protect the public from gas-powered lawn and garden equipment air pollutants and promote non-polluting alternatives.*

The US EPA report referenced above was completed in 2015 and technology improvements since that time are likely to have reduced pollution emanating from gas-powered leaf blowers. However, air pollution impacts remain and the 2015 report is the most reputable and comprehensive report available to the Working Group at this time.

For reference, OSHA does not require the use of a respirator to operate gas-powered leaf blowers.

### Technology Considerations

Currently, gas-powered leaf blowers are significantly more powerful than electric blowers. The most common way to measure the power of a leaf blower is to determine its Cubic Feet per Minute (CFM) and Miles per Hour (MPH).

CFM measures the volume of air leaving the blower. MPH measures the speed of air leaving the blower. CFM moves *more* debris while higher MPH moves heavier, wet debris.

The following table compares the operational capabilities of battery- and gas-powered commercial equipment:

| Maximum Outputs | Industry Leading Battery-Operated Leaf Blower | Industry Leading Gas-Powered Leaf Blower |
|-----------------|-----------------------------------------------|------------------------------------------|
| CFM             | 600                                           | 941                                      |
| MPH             | 142 – 170                                     | 206                                      |

For industry leading battery-operated equipment, with battery backpack, the tool will generally operate for approximately one hour on maximum power (setting most likely used during fall leaf clean-up). This requires a substantial back-up battery supply for each blower in use by a landscape company.

## Cost Considerations

Per AGZA and Quiet Communities, the cost to replace gas-powered leaf blowers with battery electric technology is dependent on the intensity of leaf blower usage, which is directly correlated with the expectations of customers.

The table below compares the upfront cost for a landscape business to purchase two leaf blowers per crew in Illinois:

| <b>Conventional Use<br/>(Highly manicured lawn)</b> |            | <b>Transitional Use<br/>(Less formal aesthetic)</b> |            | <b>Ecological<br/>(Ecological aesthetic)</b> |            |
|-----------------------------------------------------|------------|-----------------------------------------------------|------------|----------------------------------------------|------------|
| <b>Battery</b>                                      | <b>Gas</b> | <b>Battery</b>                                      | <b>Gas</b> | <b>Battery</b>                               | <b>Gas</b> |
| \$11,225                                            | \$1,125    | \$7,825                                             | \$1,125    | \$4,350                                      | \$1,125    |
| Requires 6 backpack batteries (3 per tool)          |            | Requires 4 backpack batteries (2 per tool)          |            | Requires 2 backpack batteries (1 per tool)   |            |

*\*The above figures do not include the additional cost for safe and adequate battery charging infrastructure, which can range from \$600 for a four plug system to \$1,400 for an eight plug system.*

The above figures are based on Stihl equipment as follows (pricing example is based on Conventional Use):

|                                  |                                       |
|----------------------------------|---------------------------------------|
| 2 Tools (BGA 200 blower):        | \$411.99 each                         |
| 6 Backpack batteries (AR 3000L): | \$1,499.99 each                       |
| 2 Fast chargers (AL500):         | \$162.95 each                         |
| 4 Standard chargers (AL300):     | <u>\$99.99 each</u>                   |
| Total (w/ IL sales tax):         | \$11,225 to outfit one landscape crew |

Because it may not always be practical or effective to charge equipment on a worksite and thus a sufficient number of batteries must be on hand throughout the workday, as well as equipment to fully charge the tools overnight.

Per AGZA and Quiet Communities, aesthetic expectations appear to be the most important driver of investment required in battery electric equipment. Relaxing customer aesthetic expectations (through public education) and modifying landscape company practices can result in a more efficient ROI for battery electric equipment. So long as customers seek a highly manicured aesthetic, a substantial upfront investment in batteries and chargers is required, which is likely to be passed onto customers in the form of higher service prices.

## Other Considerations

### *Exemptions*

The Working Group reviewed exemptions to existing gas-powered leaf blower bans. These fall into two categories – those who use equipment in the scope of their jobs and those who use equipment to service their own properties.

#### Professional users:

- Municipal/government owned property
  - Some local Park Districts have expressed concern with their ability to provide service without the use of gas-powered leaf blowers
- Golf courses
- Landscape and tree care professionals
- Related trades such as gutter cleaning, driveway resurfacers, etc.
- Private land owners who use in-house landscape professionals (colleges, universities, conservation districts, public gardens, large estates, etc.)

#### Residential users:

- Homeowners conducting maintenance on their own property

The Working Group recommends that municipalities considering new or amended leaf blower regulations consult their maintenance staff, Park Districts (if applicable), School Districts, and other large landowners such as private golf courses to determine whether exemptions are appropriate or necessary.

#### *Battery Charging, Recycling, and Safety*

While battery-powered leaf blowers are preferable over gas-powered leaf blowers, there are environmental and safety concerns associated with large-scale adoption of battery-operated landscaping equipment. The Working Group recommends municipalities consider partnering with professional recycling firms to coordinate safe and proper disposal of lithium batteries. The Working Group has local resources available to municipalities interested in hosting lithium battery recycling programs.

While fires stemming from battery devices are rare, they have occurred, and Fire Departments and businesses should be familiar with lithium battery fire prevention and extinguishing lithium battery fires.

#### *Financial Incentives*

Under current market conditions, the upfront cost of battery-operated blowers compared to gas-powered equipment may create a disproportionate burden on low-income residents and small landscaping businesses. For this reason, buy-back programs and other financial incentives could become crucial strategies to advance the goal of phasing out gas-powered lawncare products.

Municipalities considering implementation of financial incentive programs may wish to consult with the American Green Zone Alliance who has experience developing and managing such programs across the country. The Working Group investigated rebate programs from varying governmental organizations across the country and recommends the following items for consideration in the development of financial incentive programs:

### 1) Funding mechanisms

- Regional rebate programs have used grant monies in the past to facilitate trade-in of similar types of lawncare equipment (such as the EPA grant for the Diesel Emissions Reductions Act, awarded to the Metropolitan Mayors Caucus in early 2000s to administer sub-grants to 12 Chicagoland municipalities)
- In the absence of regional grants, municipalities could allocate money to rebate programs in their jurisdiction or through regional partnerships

### 2) Eligible equipment

- A “best practice” observed from existing rebate programs requires evidence that new equipment meets the most recently updated EPA standards for allowable air and noise emissions levels
- Some existing programs partner with garden centers or hardware stores to provide vouchers to purchase alternative equipment at lower cost
- Equipment eligible for rebates can vary from leaf blowers only to various types of battery-powered lawn equipment such as lawnmowers, blowers, chainsaws, string trimmers, brush cutters, leaf vacuums, as well as accessories for alternative technology, such as additional batteries and chargers

### 3) Eligible rebate participants

- Consider preference to minority-owned businesses and/or low-income individuals to promote equitable adoption of alternative equipment. For example, a program run through Montgomery County, Maryland includes a statement that preference will be given to minority-owned businesses and/or low-income residents. In California, the South Coast Air Quality Management District provided funding for outreach and education of small minority-owned businesses, and for substantial subsidies (70% of retail price) to offset the upfront cost of commercial battery electric toolkits (tool plus 2 – 3 batteries and chargers per tool)
- While some programs are for residential equipment replacements only, others provide incentives to landscaping companies who are either based in the community or do business in the community

### 4) Retired equipment turn-in required

- A “best practice” is to require the retirement of gas-powered equipment with proof of destruction or by facilitating a turn-in program to ensure such equipment is not repurposed

### *Future Study & Analysis*

Given the rapidly changing technology for leaf blowers, municipalities participating in this study should consider reconstituting the Working Group over time to review technology advancements and the impact such advancements may have on leaf blower regulations.

## **Appendices**

Appendix A- Working Group Members

Appendix B- Public Education Materials

Appendix C- Purdue University Chart Regarding Decibel Ranges

Appendix D- Arup Report on Leaf Blower Noise dated July 16, 2018

Appendix E- US Environmental Protection Agency and Quiet Communities report on air pollution titled "National Emissions from Lawn and Garden Equipment".

Appendix F- Municipal Research and Resources

## Leaf Blower Regulations Regional Working Group

Members

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1. Co-Chair Phil Kiraly, Glencoe Village Manager
2. Co-Chair Ghida Neukirch, Highland Park City Manager
3. Co-Chair Mike Braiman, Wilmette Village Manager
4. City of Highland Park, Councilmember Anthony Blumberg
5. City of Lake Forest, Superintendent of Parks and Forestry Chuck Myers
6. Deerfield Park District, Executive Director Jeff Nehila
7. Go Green Wilmette, Beth Drucker
8. Illinois Landscape Contractors Association, Executive Director Scott Grams
9. Mariani Landscape, Fred Wacker
10. Scopelliti Landscaping, Guy Scopelliti
11. Village of Deerfield, Justin Keenan, Assistant to the City Manager
12. Village of Glencoe, Hall Healy, Sustainability Task Force
13. Village of Glenview, Joe Kenney, Deputy Director of Public Works
14. Village of Kenilworth, Trustee Alison Winslow
15. Village of Lake Bluff, Sustainability and Community Enhancement Ad Hoc Committee Co-Chair Brian Render
16. Village of Lake Bluff, Village Administrator Drew Irvin
17. Village of Lincolnshire, Management Analyst Sam Barghi
18. Village of Northbrook, Trustee Heather Ross
19. Village of Northbrook, Sustainability Coordinator Tessa Murray
20. Village of Wilmette, Environmental & Energy Commissioner Karen Glennemeier
21. Village of Winnetka, Former Village Trustee and Go Green Winnetka Member King Poor
22. Village of Winnetka, Police Chief Marc Hornstein

# Did you know?

**There are so many good reasons to go electric, use a rake, or leave the leaves.**



Variable area for  
Village seal



**Gas-powered leaf blowers produce dangerous levels of noise and air pollution, harmful to users of the equipment, residents, children and wildlife.**

All leaf blowers blast insects, habitat and soil at hurricane-force winds (up to 220 mph) affecting birds and beneficial insects like butterflies and pollinators. The use of leaf blowers eliminates essential habitat, harms soil health and leads to erosion and stormwater runoff.

**Obey the law and be a good neighbor to all. Gas-powered leaf blowers are prohibited in this area from \_\_\_\_\_ (date) to \_\_\_\_\_ (date)**

**Please help get the word out to your lawn crew and any you see in your area.**

**Violations can be reported to this non-emergency number: \_\_\_\_\_ (phone)**

**If you do use a leaf blower, consider using it less often and on a lower setting.**



**(Variable copy area for sponsor info)**



**Gas-powered leaf blowers are banned in \_\_\_\_\_ (township) from \_\_\_\_\_ (date) to \_\_\_\_\_ (date)**



**villagewebsite.com**



**Did you know?**

**Leaf blowers are as loud as a jet engine taking off.**

**Gas powered leaf blowers are banned in \_\_\_\_\_ (township) from \_\_\_\_\_ (date) to \_\_\_\_\_ (date)**



**villagewebsite.com**



**Leaf blowers are as loud as a jet engine taking off.**



**villagewebsite.com**

**Did you know?**

**Using a gas-powered leaf blower for 30 minutes equals the emissions from driving a Ford F-150 pickup from Chicago to San Francisco AND back<sup>1</sup>**





**villagewebsite.com**



**Go electric, use a rake, or leave the leaves.**



**villagewebsite.com**



**Leaf blowers subject all insects to hurricane-force winds.**



**villagewebsite.com**





# REMINDER

## Gas-powered leaf blower ban

Gas-powered leaf blowers are prohibited from \_\_\_\_\_ (date) to \_\_\_\_\_ (date) in this area. Violators may be subjected to fines. Please obey the law to limit noise and air pollution.

(Village Code info)

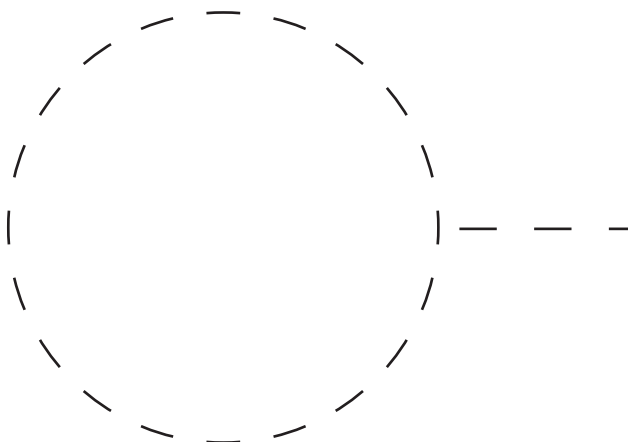
Variable area for  
Village seal

# AVISO IMPORTANTE

(need spanish translation)

El uso de sopladores de hojas de gasolina está prohibido en **this area** entre \_\_\_\_\_ (date) to \_\_\_\_\_ (date) . Aquel que falte a esta ley será multado por la policia.

# NOTICE



## Gas-Powered Leaf Blower Violation

**Gas-powered leaf blowers  
are prohibited from**

**\_\_\_\_\_ (date) to \_\_\_\_\_ (date)**

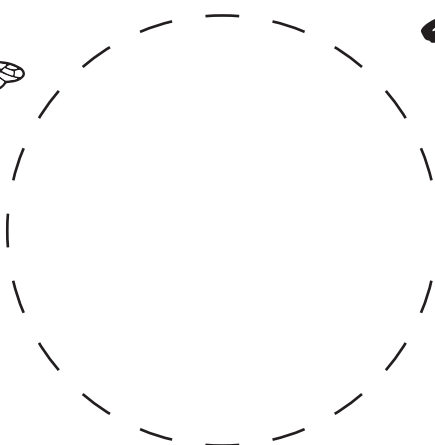
**in this area. Your lawn care  
service has been observed  
violating this ban at**

**\_\_\_\_\_ (address)**

**Violators may be ticketed and fined.**



# Did you know?



**Gas-powered leaf blowers produce dangerous level of noise and air pollution, harmful to users of the equipment, residents, children and wildlife.**

All leaf blowers blast insects, habitat and soil at hurricane-force winds (up to 220 mph) affecting birds and beneficial insects like butterflies and pollinators.

The use of leaf blowers eliminates essential habitat, harms soil health and leads to erosion and stormwater runoff.



**(Variable copy area for sponsor info)**

# Did you know?



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All leaf blowers blast insects, habitat and soil at hurricane-force winds (up to 220 mph) affecting birds and beneficial insects like butterflies and pollinators.

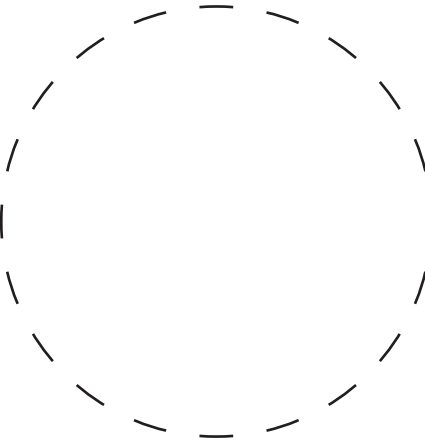
The use of leaf blowers eliminates essential habitat, harms soil health and leads to erosion and stormwater runoff.



**(Variable copy area for sponsor info)**

**Obey the law and be a good neighbor. Gas-powered leaf blowers are prohibited from**

**(date) to (date)**



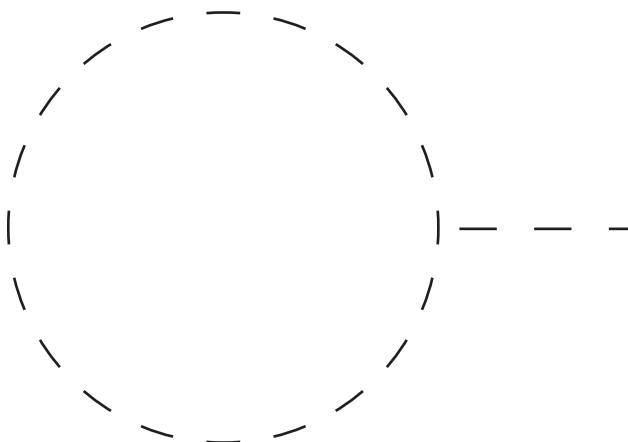
**Please help get the word out to any crews in your area. Violations can be reported to this non-emergency number:**

**(phone)**



**(Variable copy area for sponsor info)**

# NOTICE



## Gas-Powered Leaf Blower Violation

**Gas-powered leaf blowers  
are prohibited from**

**\_\_\_\_\_ (date) to \_\_\_\_\_ (date)**

**in this area. Your lawn care  
service has been observed  
violating this ban at**

**\_\_\_\_\_ (address)**

**Violators may be ticketed and fined.**



| Noise Source                                                                                                                                                                                                                                                                                                          | Decibel Level | Comment                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------|
| Jet take-off (at 25 meters).                                                                                                                                                                                                                                                                                          | 150           | Eardrum rupture.                                                            |
| Aircraft carrier deck.                                                                                                                                                                                                                                                                                                | 140           |                                                                             |
| Military jet aircraft take-off from aircraft carrier with afterburner at 50 feet (130 dB).                                                                                                                                                                                                                            | 130           |                                                                             |
| Thunderclap; chain saw; Oxygen torch (121 dB).                                                                                                                                                                                                                                                                        | 120           | Painful, 32 times as loud as 70 dB.                                         |
| Steel mill; auto horn at 1 meter; turbo-fan aircraft at takeoff power at 200 feet (118 dB); riveting machine (110 dB); live rock music (108-114 dB).                                                                                                                                                                  | 110           | Average human pain threshold; 16 times as loud as 70 dB.                    |
| Jet take-off (at 305 meters); use of outboard motor; power lawn mower; motorcycle; farm tractor; jackhammer; garbage truck; Boeing 707 or DC-8 aircraft at one nautical mile (6,080 feet) before landing (106 dB); jet flyover at 1,000 feet (103 dB); Bell J-2A helicopter at 100 feet (100 dB).                     | 100           | 8 times as loud as 70 dB; serious damage possible in 8 hours exposure.      |
| Boeing 737 or DC-9 aircraft at one nautical mile (6,080 feet) before landing (97 dB); power mower (96 dB); motorcycle at 25 feet (90 dB); newspaper press (97 dB).                                                                                                                                                    | 90            | 4 times as loud as 70 dB; likely damage 8 hours exposure.                   |
| Garbage disposal; dishwasher; average factory; freight train (at 15 meters); car wash at 20 feet (90 dB); propeller plane flyover at 1,000 feet (88 dB); diesel truck 40 mph at 50 feet (84 dB); diesel train at 45 mph at 100 feet (83 dB); food blender (88 dB); milling machine (85 dB); garbage disposal (80 dB). | 80            | 2 times as loud as 70 dB; possible damage in 8 hours exposure.              |
| Passenger car at 65 mph at 25 feet (77 dB); freeway at 50 feet from pavement edge 10 a.m. (76 dB); living room music (76 dB); radio or TV-audio, vacuum cleaner (70 dB).                                                                                                                                              | 70            | Arbitrary base of comparison; upper 70s are annoyingly loud to some people. |
| Conversation in restaurant or office; background music; air conditioning unit at 100 feet.                                                                                                                                                                                                                            | 60            | Half as loud as 70 dB; fairly quiet.                                        |
| Quiet suburb; conversation at home; large electrical transformers at 100 feet.                                                                                                                                                                                                                                        | 50            | One-fourth as loud as 70 dB.                                                |
| Library; bird calls (44 dB); lowest limit of urban ambient sound.                                                                                                                                                                                                                                                     | 40            | One-eighth as loud as 70 dB.                                                |
| Quiet rural area.                                                                                                                                                                                                                                                                                                     | 30            | One-sixteenth as loud as 70 dB; very quiet.                                 |
| Whisper, rustling leaves.                                                                                                                                                                                                                                                                                             | 20            |                                                                             |
| Breathing.                                                                                                                                                                                                                                                                                                            | 10            | Barely audible.                                                             |

[modified from <http://www.wenet.net/~hpb/dblevels.html>] on 2/2000. SOURCES: Temple University Department of Civil/Environmental Engineering (<http://www.temple.edu/departments/CETP/environ10.html>), and *Federal Agency Review of Selected Airport Noise Analysis Issues*, Federal Interagency Committee on Noise (August 1992). Source of the information is attributed to *Outdoor Noise and the Metropolitan Environment*, M.C. Branch et al., Department of City Planning, City of Los Angeles, 1970.

# Technical Note

# ARUP

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|               |                                                                                                           |                |
|---------------|-----------------------------------------------------------------------------------------------------------|----------------|
| Project title | Leaf Blower Noise                                                                                         | Job number     |
|               |                                                                                                           | 261937-00      |
| cc            | D.C. Council's Committee of the Whole                                                                     | File reference |
| Prepared by   | Chris Pollock, PE, LEED AP, WELL Advisor<br>Geoffrey Sparks                                               | Date           |
|               |                                                                                                           | July 16, 2018  |
| Subject       | <b>Bill No. B22.234, the Leaf Blower Regulation Amendment Act of 2017 -<br/>Written Statement by Arup</b> |                |

## 1 Executive Summary

Arup tested 7 commonly used leaf blowers, 3 gas and 4 battery powered, to help answer the question of what makes which type have more noise impact. The following written statement summarizes the testing procedure, results, and oral testimony presented by Arup to the D.C. Council's Committee of the Whole on July 2, 2018.

In summary Arup's testing indicates:

- The sound characteristics of gas leaf blowers measured have a significantly greater low frequency sound component in comparison to battery leaf blowers measured
- The low frequency sound energy of the gas leaf blowers measured transmits more readily over longer distances making them more readily audible and of greater noise impact to the community
- The low frequency sound energy of gas leaf blowers measured transmits more easily through home windows and glass doors, meaning they sound louder indoors than the battery leaf blowers measured



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## 2 Sound Testing Methodology

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### 2.1 Gas and Battery Leaf Blowers

The big question Arup was asked to help answer in this testing is what makes which type have a greater noise impact? This study did not investigate the noise level at the operator ears relative to exposure, but rather the impact on people and the community surrounding the leaf blowers as they are being used. Leaf blowers are often rated based on air flow rate, or the amount of air being pushed or blown per minute. The grouping of leaf blowers used aimed to capture commercial leaf blowers used in the industry, with a specific focus on commercially used similar flow rate units for both gas and battery powered blowers.

### 2.2 Testing

In order to answer the question above, a set of tests were designed to allow the capture of side by side noise levels for various leaf blower types. It was arranged for 7 commonly used blowers to be used, all were either new or in a well maintained working order with 3 being gas leaf blowers and 4 being battery leaf blowers.

Table 1: Leaf blowers used for testing

| Manufacturer | Model       | Power Source |
|--------------|-------------|--------------|
| Greenworks   | GBB 700     | Battery      |
| Greenworks   | GBB 600     | Battery      |
| Stihl        | BGA 100     | Battery      |
| Ego          | 600 Chevron | Battery      |
| Redmax       | EBZ8500     | Gas          |
| Stihl        | BR 700X     | Gas          |
| Echo         | PB760LN     | Gas          |

On the morning of June 17, 2018, in Lincoln, Massachusetts, the leaf blowers were set up in an open driveway entrance road, and parking lot of the Lincoln Department of Public works. This is a quiet location without close proximity to sound reflecting surfaces, where noise measurement locations were marked off at 5, 50, 100, 200 and 400 feet from the location where each of the 7 leaf blowers were operated. To simulate measurements at a greater distance we also measured at 800 feet, which was located across another street in an Audubon park.

Each blower was operated for at least 30 seconds for every measurement at full throttle and the nozzle at least 2 inches (50 mm) above the ground. At the 50 foot distance, measurements at 8 locations (at 45 degree increments) around each blower were measured as outlined in American National Standards Institute for Outdoor Power Equipment – Internal Combustion Engine-Powered Handheld and Backpack Blowers and Blower Vacuums – Safety Requirements and Performance Testing Procedures/OPEI B175.2-2012.

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Measurements were made with a calibrated type 1 sound level meter with a wind screen installed and mounted on a tripod at 5 feet (1.5 meters) above the ground. The sound level meter was a Brüel & Kjaer 2250, as is common for advanced sound measurements in the acoustics industry. This meter captures one-third octave band sound levels in real time, and provides statistical time based averaging for  $L_{90}$ ,  $L_{EQ}$ ,  $L_{10}$  and other filtered results to best ensure that extraneous noise from the community was not a significant impact on the results. The  $L_{90}$  measurements are used for purposes of discussion and review as that metric captures the steady state noise level of the leaf blower in use while also filtering out other extraneous site noise events including intermittent traffic. This is a conservative approach in reviewing the data and a method that is widely accepted within the acoustic consulting industry. Other metrics that are commonly used including the  $L_{EQ}$  and  $L_{50}$ , will indicate higher noise values than the data presented here as  $L_{90}$  values. See the Appendix at the end of this note for definitions of  $L_{EQ}$ ,  $L_{50}$ , and  $L_{90}$ .

Sound levels are variations in sound pressure. The decibel scale (dB) is the commonly used metric for sound pressure levels, which is a log scale because the number value of sound pressure varies very widely. For the purposes of the data analysis, dB levels of 20-30 are a quiet bedroom or whisper, dB levels in the 40-60 range are a normal conversation, dB levels above 70 are a loud voice or busy street traffic, and sound levels above 80-90 dB would be loud music. Human hearing filters sound in a specific way, meaning that we are very attuned to voice frequencies and less attuned to low frequency sounds. For this reason, we often use an 'A' weighting scale, as a single number for the perceived overall loudness of a sound. These values are shown as dB(A) sound pressure levels.

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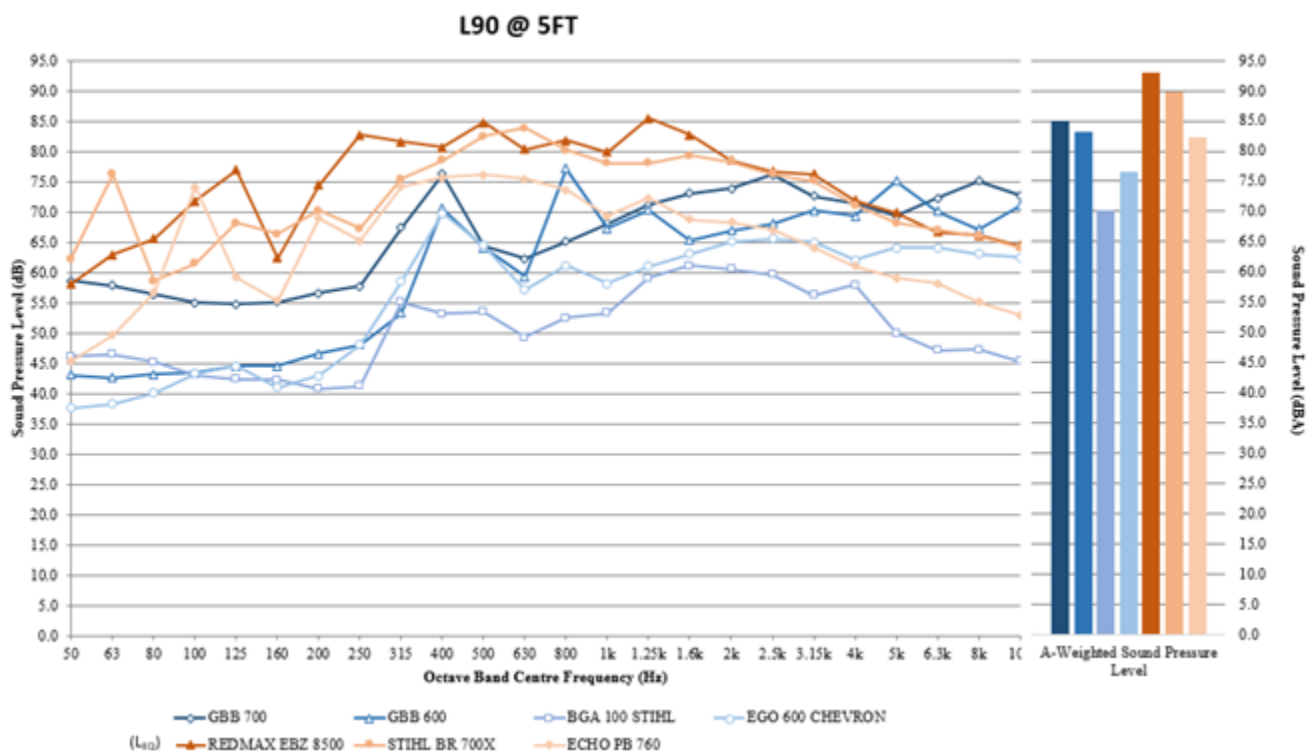
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## 3 Results

### 3.1 Graphs

The following graphs summarize the measured data of the 7 leaf blowers. Battery powered leaf blowers are shaded in blue and gas-powered leaf blowers are shaded in orange. The horizontal axis of the chart shows frequency, with the left side being very low frequency ‘rumble’ sounds, and the right side being high frequency ‘hissing’ sounds. The vertical axis shows increasing sound pressure level as you go up the chart. Most outdoor measurements of noise, in locations with any distant traffic will have more low frequency than high frequency noise, and the ambient sound in this case of this character also.

**Figure 1:** Sound Pressure Levels measured at 5 feet

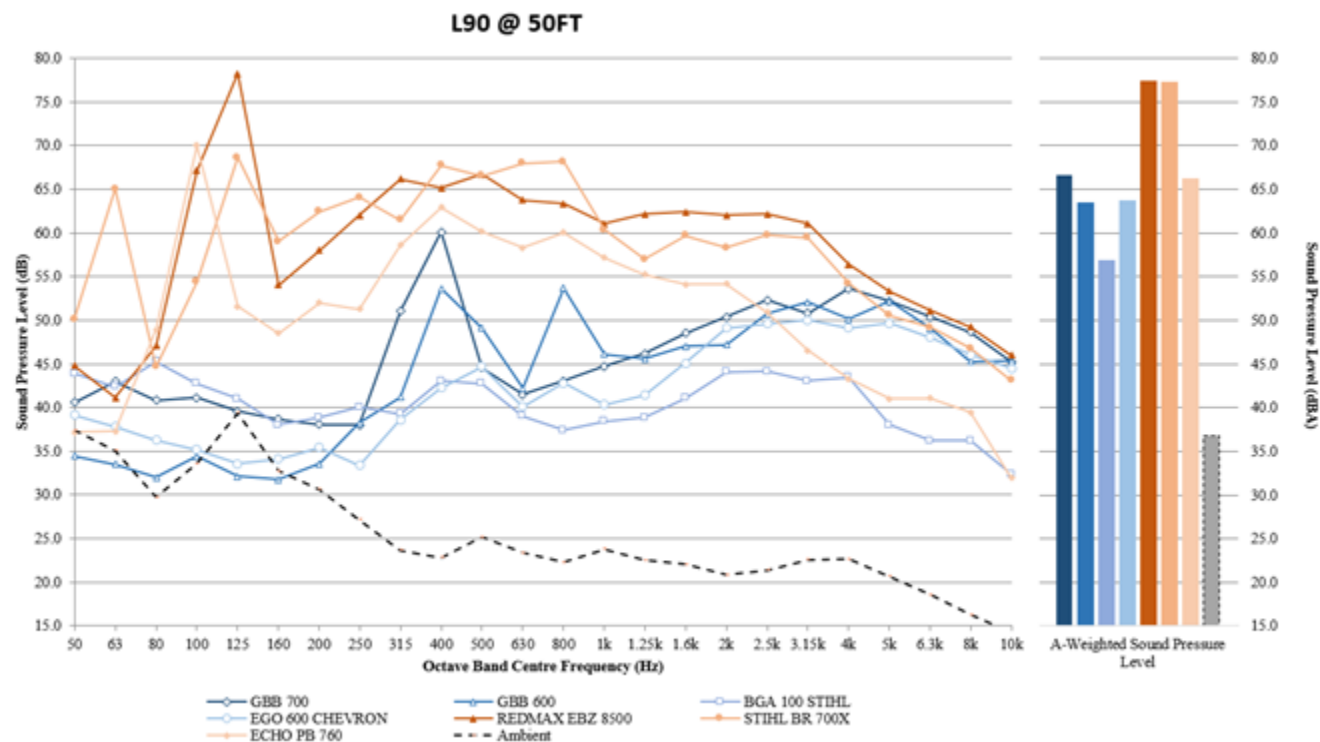


Note: the  $L_{EQ}$  reading was used for the Redmax EBZ 8500 due to an elongated measurement period with the blower idling which influence the  $L_{90}$  result.

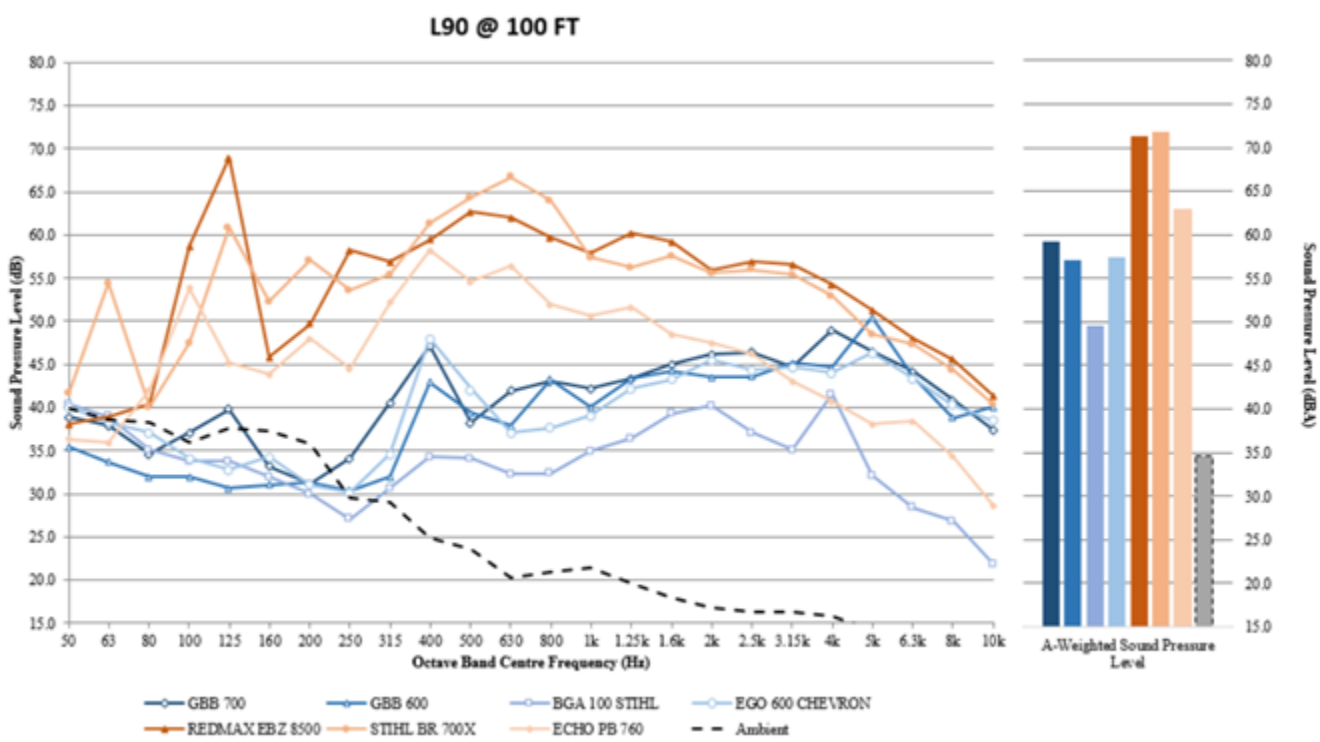
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**Figure 2:**      Sound Pressure Levels measured at 50 feet



**Figure 3:**      Sound Pressure Levels measured at 100 feet

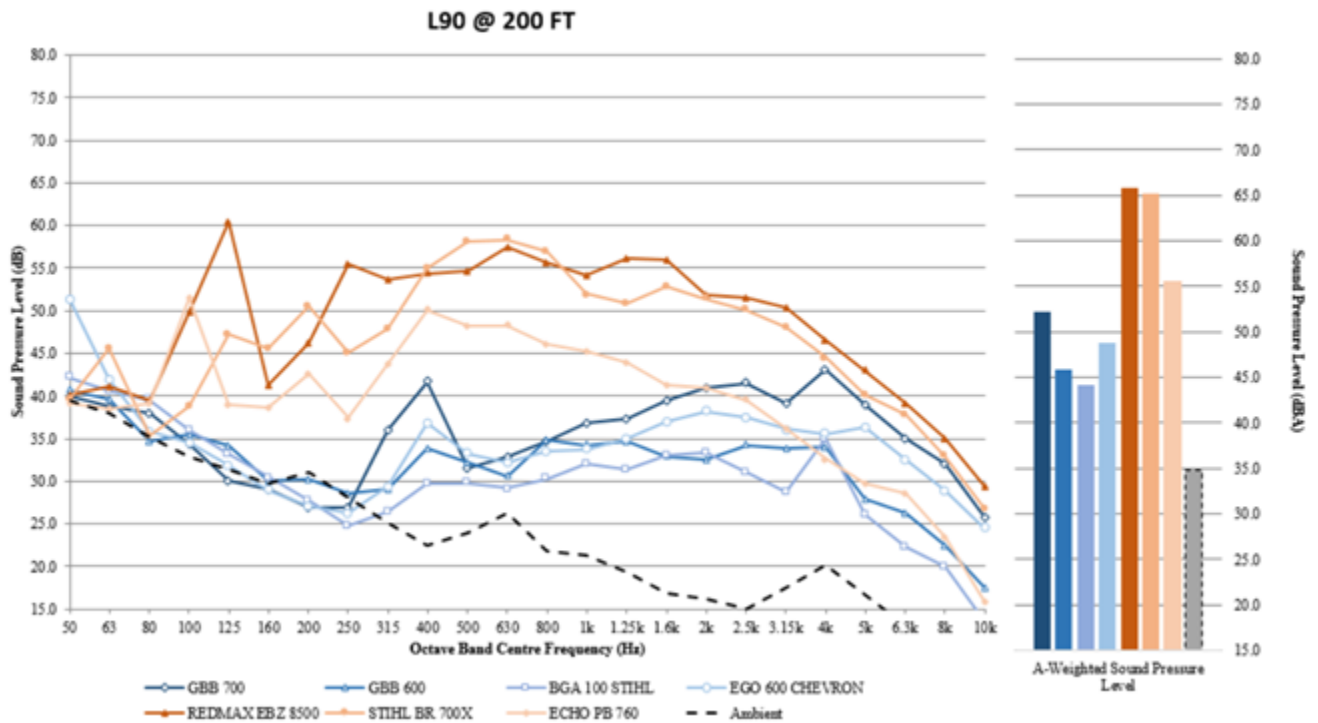


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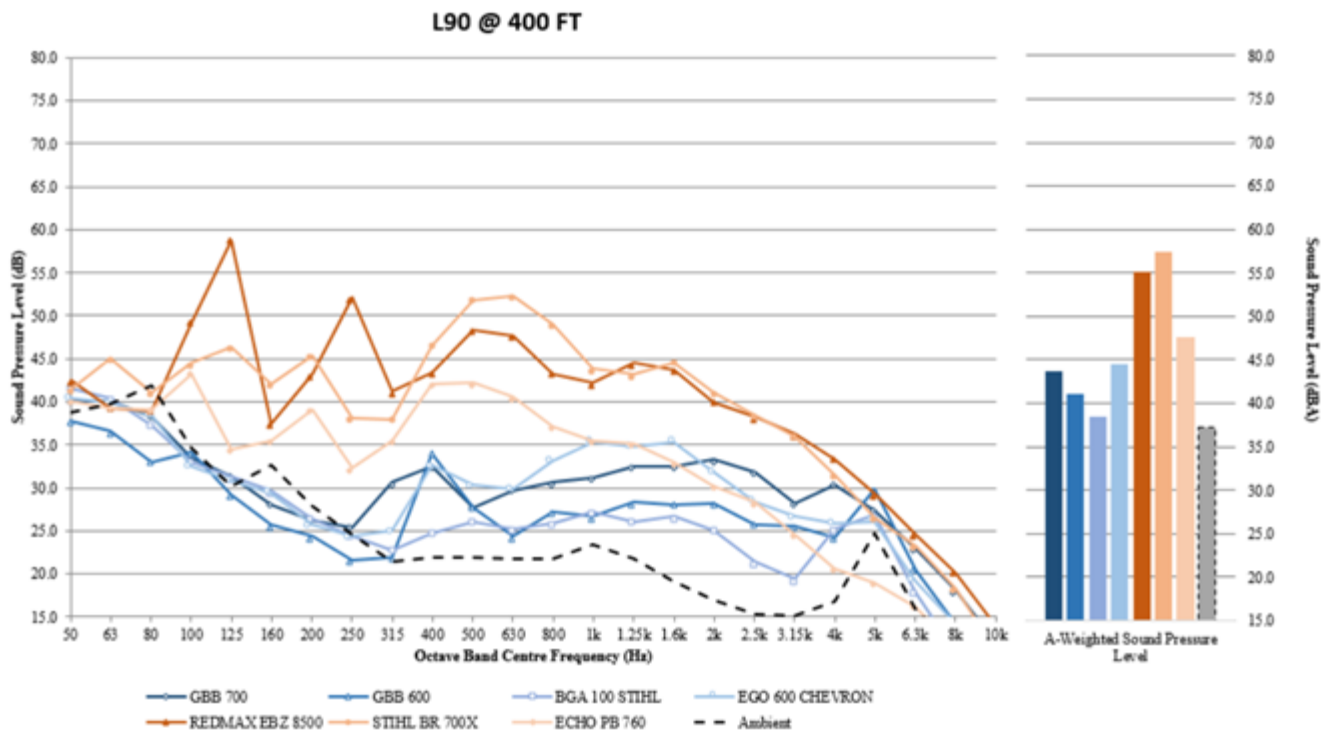
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**Figure 4:** Sound Pressure Levels measured at 200 feet



**Figure 5:** Sound Pressure Levels measured at 400 feet

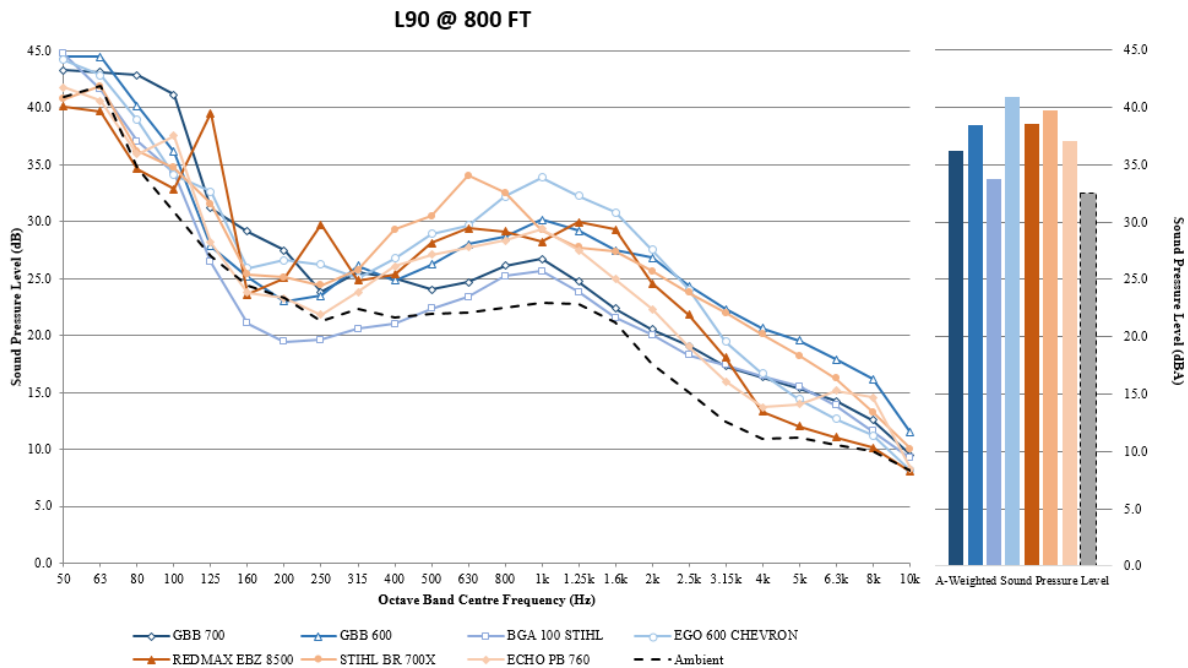


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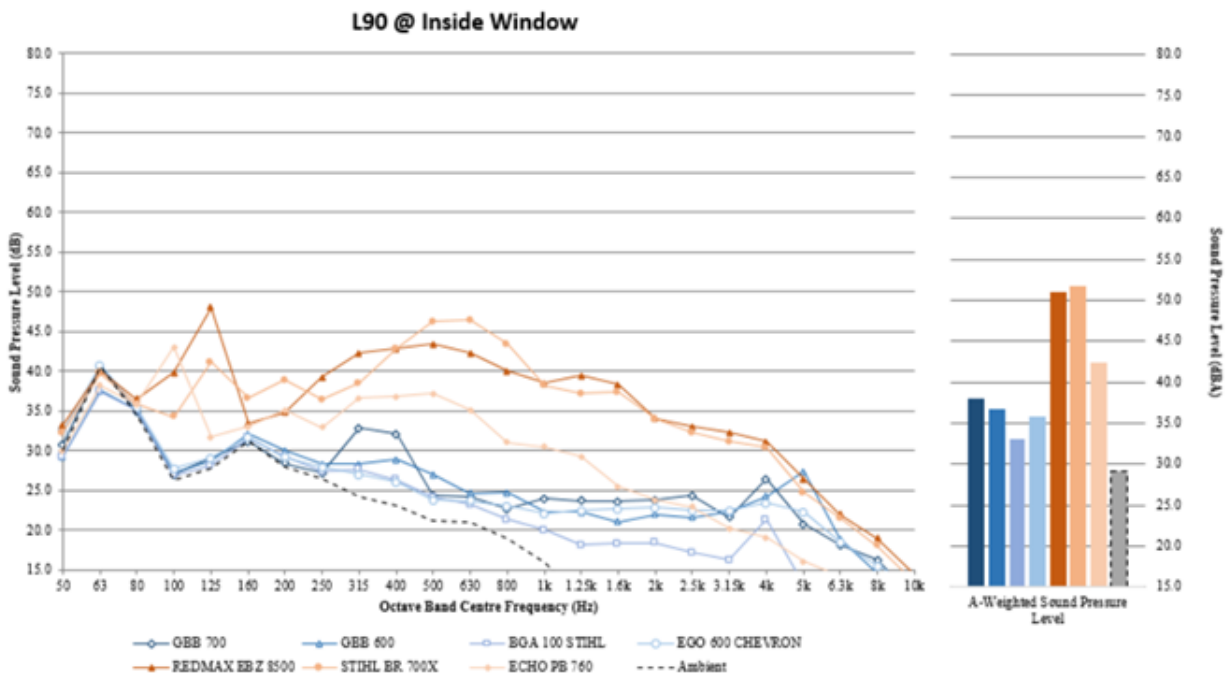
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**Figure 6:** Sound Pressure Levels measured at 800 feet



**Figure 7:** Sound Pressure Level measured inside a residence with leaf blowers 50 feet from the window



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## 3.2 Discussion

From the measured data graphed above, it is observed clearly that the group of gas leaf blowers (shaded in orange) all exhibit a much higher level of sound energy in the low frequency bands at all distances. In a number of cases, this engine noise is a peak at 100 to 125 Hz. This low frequency energy is quite distinctly different for the gas leaf blowers than the battery powered leaf blowers.

**Audibility over larger distances:** The chart above shows that at only the peaks of low frequency engine sound were prominently above the ambient noise measured. Based on the experience of measuring sound, Arup witnessed that the three gas powered leaf blowers at an 800 foot distance were audible, two being clearly audible and the third being noticeable, while all of the battery powered leaf blowers were not distinguishable above the ambient community sound levels at that distance. Since these peaks on the chart do not occur with the battery powered leaf blowers it can be concluded that this is the character of the sound that travels over greater distances and is more audible throughout a community.

**Audibility within Houses:** One of the challenges with low frequency noise is that it requires heavy construction or materials to stop the sound transmitting. This is very clear when it comes to windows and glass doors in houses. The heavy drywall or brick walls of a house may do a very good job at blocking noise from outside, but any low frequency sound transmits easily through the lighter weight windows. This is a common issue with the drone of road traffic or aircraft overhead, and a number of states and federal programs provide funding to upgrade housing in impacted areas. With leaf blowers, the low frequency components of the gas leaf blowers are what is most easily transmitted, and this is clearly seen in Figure 7 at 100-125 Hz as well as in the air 'whooshing' frequencies up to around 500 Hz which also transmits into the house very easily. These sound levels of gas powered leaf blowers as measured inside the house, are significantly above those of the battery powered leaf blowers.

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## 4 Audio Demonstrations

During the oral testimony of Chris Pollock on July 2, 2018, calibrated audio demonstrations of gas and battery powered leaf blowers were presented. It is important to note that the audio was played to replicate the level of the sound at the listening positions of Chairman Mendelson and Councilmember Cheh. The demonstrations were audible to members of the audience in the room and on the internet; however, the experience and levels perceived by the audience was not calibrated for their listening position.

The following three scenarios were experienced by Chairman Mendelson and Councilmember Cheh:

### 4.1 Demonstration 1

The first sample was a comparison of a gas and a battery blower with the same dB(A) from the manufacturers standardized testing. The important comparison is that while the overall loudness may be the same, the acoustic qualities of each and the character of the sound are totally different – the gas leaf blower generating much more low frequency noise.

**Figure 8:** Audio demonstration 1 – equivalent gas and battery leaf blowers at 50 feet





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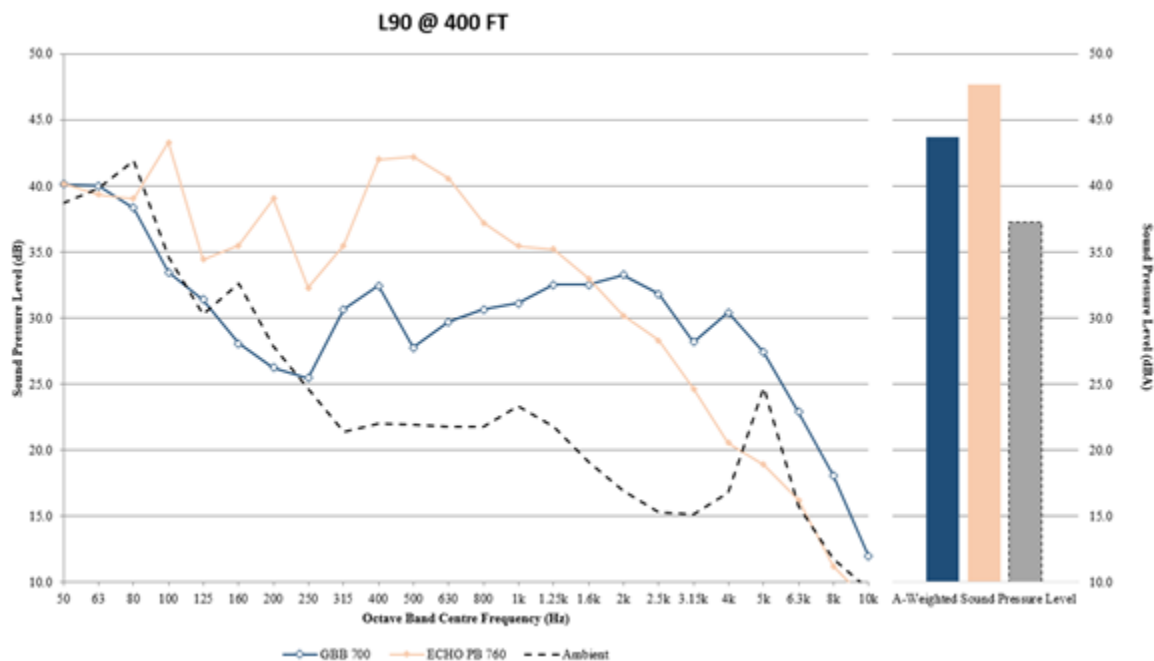
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## 4.2 Demonstration 2

The second demonstration presented in the proceedings was relative to the same two equally noise rated blowers, one gas (Echo PB 760) and one battery (Greenworks GBB 700) at 50 feet. This demonstration indicates that while rated the same overall noise level at 50 feet, the same gas blower has a significantly greater noise impact at 400 feet because the low frequency content of its noise transmits more easily over the 400 foot distance. This demonstration indicates what the community hears around operating blowers, highlighting that the low frequency components of the gas engines is part of the increased impact of gas blowers.

**Figure 9:** Audio demonstration 2 – equivalent gas and battery leaf blowers at 400 feet



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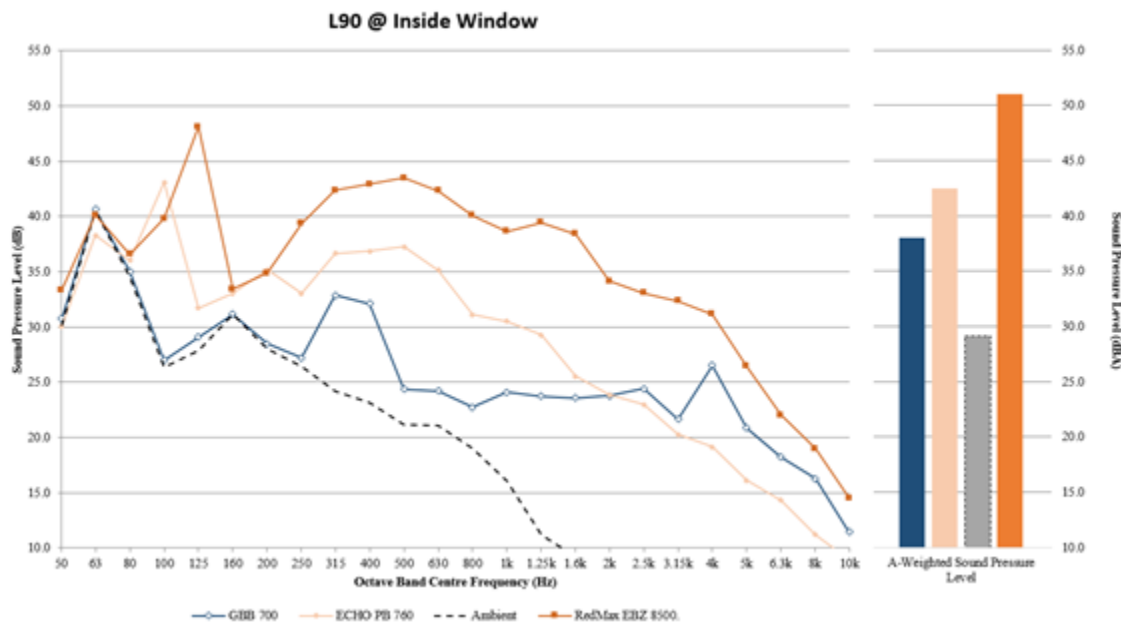
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## 4.3 Demonstration 3

Our third and final demonstration is three leaf blowers as measured inside an adjacent house (Greenworks GBB 700, Echo PB 760 and the Redmax EBZ 8500), with the leaf blowers operating at 50 feet from the windows, behind a typical insulated glass window. The audio results indicated that the two gas leaf blowers, the two orange lines in the graph below, were significantly above the battery blower in almost all frequency bands.

**Figure 10:** Audio demonstration 3 – gas and battery leaf blowers inside a house



## 5 Conclusions

Based on our measurements we conclude the following key points from our review of the results:

- The gas powered leaf blowers tested all generated more low frequency noise than the battery powered leaf blowers tested
- The low frequency noise of the gas leaf blowers transmitted over greater distances and was more readily audible over the longer 400 and 800 foot measurement distances
- The low frequency noise of the gas leaf blowers transmitted into a residential house more easily and were louder inside than the battery leaf blowers tested

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## 6 Technical Glossary

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$L_{10}$ - The level of sound in deciBels that, for a given time period of interest, is exceeded 10 % of the time.

$L_{EQ}$ — The equivalent continuous sound level. The preferred method to describe sound levels that vary over time, resulting in a single deciBel value which takes into account the total sound energy over the period of time of interest.

$L_{50}$  - The level of sound in deciBels that, for a given time period of interest, is exceeded 50 % of the time.

$L_{90}$  - The level of sound in deciBels that, for a given time period of interest, is exceeded 90 % of the time.

## 7 About Chris Pollock, PE

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Chris Pollock, PE is an acoustical consultant with Arup with 20 years of experience measuring noise and designing buildings and spaces for acoustics on projects in the USA and around the world. He has an Honors degree in Mechanical Engineering from the University of Canterbury and is a Professional Engineer in the Commonwealth of Virginia. Chris has been published in articles in the field of acoustics in Architectural Record, contributed to the Architectural Graphic Standards and has been interviewed by various media outlets regarding acoustics and noise and serve on a number of panels and committee on topics related to acoustics and noise.

**End of Written Statement**

## National Emissions from Lawn and Garden Equipment

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### Abstract

**Background:** The contribution of gasoline-powered lawn and garden equipment (GLGE) to air pollutant emissions in the United States has not been extensively studied. **Goal:** Our goal is to provide annual US and state-level emissions estimates of volatile organic compounds (VOC): criteria pollutants (carbon monoxide [CO], nitrogen oxides [NO<sub>x</sub>], particulate matter [PM] <10 microns, including PM < 2.5 microns [PM<sub>10</sub>, PM<sub>2.5</sub>]; and carbon dioxide (CO<sub>2</sub>) from GLGE, with a focus on 2-stroke engines. **Methods:** Pollutant emissions data were extracted from the Environmental Protection Agency's (EPA) 2011 and 2018 modeling platform (version 6), for GLGE (Source Code Classifications 2260004021–2265004071), and equipment population data were obtained from the EPA's nonroad model. Data were sorted by equipment type and characteristics. Aggregate and equipment-specific emissions were calculated and compared with emissions from all gasoline-fueled nonroad equipment. Results are presented as descriptive statistics. **Results:** In 2011, approximately 26.7 million tons of pollutants were emitted by GLGE (VOC=461,800; CO=5,793,200; NO<sub>x</sub>=68,500, PM<sub>10</sub>=20,700; CO<sub>2</sub>=20,382,400), accounting for 24%–45% of all nonroad gasoline emissions. Gasoline-powered landscape maintenance equipment (GLME; leaf blowers/vacuums, and trimmers, edgers, brush cutters) accounted for 43% of VOCs and around 50% of fine PM. Two-stroke engines were responsible for the vast majority of fine PM from GLME. State data (California, New York, Texas, Illinois, and Florida), 2018 projections, and additional comparisons are presented. Methodological issues are discussed. **Conclusions:** GLGE accounts for a major portion of US nonroad gasoline emissions. Two-stroke engines are an important source of VOCs and criteria pollutants.

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## INTRODUCTION

Gasoline-powered lawn and garden equipment (GLGE) ranging from string trimmers to stump grinders and tractors is a source of high levels of localized emissions that includes hazardous air pollutants, criteria pollutants, and carbon dioxide (CO<sub>2</sub>).<sup>1-4</sup> Workers using commercial equipment are exposed when they are close to the emitting sources several hours each day, several days a week in seasons of use. Other members of the public, including children, may also be exposed to high levels of emissions from commercial landscape maintenance equipment (GLME) such as leaf blowers, trimmers, and mowers, used routinely around residential neighborhoods, schools, parks, and other public spaces. The commercial landscape maintenance industry has experienced strong growth over the last 15 years and depends largely on gasoline-powered equipment for most tasks once performed manually. These factors are raising concerns about the health impacts of GLGE emissions on workers and the public.

Extensive evidence exists on the adverse health effects of exhaust emissions and other fine particulates which include cardiovascular disease, stroke, respiratory disease, cancer, neurological conditions, premature death, and effects on prenatal development.<sup>5-13</sup> Short term and long term exposures are implicated. However, GLGE as a source of these emissions has received little attention. Understanding the characteristics of GLGE and GLME emissions can help estimate potential health impacts of these close-to-the-source emissions.

The goal of this study was to characterize annual emissions from GLGE at the national level and in selected states and to estimate the contribution of GLME to those emissions. Special attention is paid to 2-stroke GLME engines. The emissions contributions from the four of the five most populated states are derived from the NEI, and for California, from the emissions inventory of the California Air Resources Board (CARB).

## METHODS

### Study Design

The GLGE emissions analyzed are total volatile organic compounds (VOC) and individual VOCs (benzene, 1,3 butadiene, acetaldehyde, formaldehyde); criteria pollutants (carbon monoxide [CO], nitrogen oxides [NO<sub>x</sub>], particulate matter [PM] <10 microns, including PM < 2.5 microns [PM<sub>10</sub>, PM<sub>2.5</sub>]); and carbon dioxide (CO<sub>2</sub>). Equipment pollutant data were extracted from SCC summary reports from the EPA's 2011 and 2018 modeling platform (version 6), and equipment population data were obtained from the Nonroad model. GLGE included the equipment in **TABLE 1** and identified by Source Code Classifications 2260004021–2265004071. The GLME subset is defined as leaf blowers/vacuums; trimmers/edgers/brush cutters; and mowers. Groupings of equipment, eg, leaf blowers/vacuums, were predefined by the NEI.

“All Emissions” are defined as all emissions from stationary and mobile sources, excluding biogenic and naturally occurring emissions. “All Nonroad Emissions” are defined as all emissions from the equipment types accounted for within the Nonroad model; note that this does not include emissions from commercial marine, rail, and aircraft sources. “Gasoline Nonroad Emissions” are defined as emissions from gasoline fueled equipment accounted for within the Nonroad model. National emissions were analyzed by type of equipment and engine configuration as shown in **TABLE 1**. All results are presented as descriptive statistics.

**Table 1.** Categorization scheme for analysis of GLGE emissions

| Type of Equipment       | Engine Configuration |
|-------------------------|----------------------|
| <b>GLME</b>             |                      |
| Leaf Blowers/Vacuums    | 2 stroke, 4 stroke   |
| Trimmers/Edgers/Cutters | 2 stroke, 4 stroke   |
| Mowers                  | 4 stroke             |
| <b>Other GLGE</b>       |                      |
| Chain Saws              | 2 stroke, 4 stroke   |
| Rotary Tillers          | 2 stroke, 4 stroke   |
| Snowblowers             | 2 stroke, 4 stroke   |
| Turf Equipment          | 2 stroke, 4 stroke   |
| Chippers/stump grinders | 4 stroke             |
| Tractors                | 4 stroke             |
| Shredders               | 4 stroke             |
| Other                   | 4 stroke             |

### **Analyses**

All analyses except for the 2018 projections represent 2011 estimates.

#### Equipment Populations

The national populations of all types of GLGE were obtained from the Nonroad model. The contribution of each type to the whole population was determined.

#### Contributions of All Nonroad and GLGE Sources

All Nonroad Emissions were compared to All Emissions. GLGE emissions were then calculated and compared with All Nonroad Emissions and All Emissions.

#### Contribution of Landscape Maintenance Equipment to GLGE Emissions

GLME emissions and their contribution to GLGE and All Nonroad Emissions were analyzed. Additional analyses were conducted to examine the relative contributions of 2-stroke GLME engine emissions.

#### Projected Growth of GLGE Emissions: 2011–2018

GLGE emissions projected for 2018 were obtained from the EPA’s 2018 modeling platform, version 6, and compared with 2011 emissions.

#### GLGE Emissions in the Five Largest States

State level emissions data from the five most populated states (US Census) – California, Florida, Illinois, New York, and Texas – were extracted and analyzed. Estimates of GLGE emissions for Florida, Illinois, New York, and Texas were based on 2011 data from the EPA’s 2011 modeling platform, version 6. Estimates of GLGE emission for California were based on data from the CARB’s OFFROAD2007 Model and estimated for 2012. No adjustments were made for potential differences in annual emissions between 2011 and 2012 California data. The program structure of the OFFROAD2007 Model provides a general overview of the methodology used to estimate emissions from off-road sources ([http://www.arb.ca.gov/msei/offroad/pubs/offroad\\_overview.pdf](http://www.arb.ca.gov/msei/offroad/pubs/offroad_overview.pdf)).

Each state's contribution to national GLGE Emissions was calculated and compared with its contributions to the US landscape maintenance labor force and the US population. Labor force statistics were sourced from the Bureau of Labor Statistics, May 2013 reports ([www.bls.oes](http://www.bls.oes)) and population data from the 2011 US Census.

## Nonroad Air Emissions Model

EPA developed a nonroad air emissions model in the 1990s to provide estimates of emissions from most types of nonroad equipment, including construction equipment, recreational marine vessels, and lawn and garden equipment (LGE). The model is referred to simply as the "Nonroad" model, and it has been updated a number of times since its creation. Documentation for the model exists as a number of technical reports available on EPA's website (<http://www.epa.gov/otaq/nonrdmdl.htm>). Total emissions are determined by summing the exhaust and evaporative emission components.<sup>14, 15</sup> The preponderance of emissions from Nonroad equipment occurs as exhaust emissions due to the combustion of fuel. The methodologies for determining exhaust emissions are summarized below.

### Exhaust Emissions from Nonroad Engines

The Nonroad model uses the following equation to calculate exhaust emissions from nonroad engines (ref: Median):

$$\text{Emissions} = (\text{Pop}) \times (\text{Power}) \times (\text{LF}) \times (\text{A}) \times (\text{EF})$$

Where Pop = Engine population

Power = Average Power (hp)

LF = Load factor (fraction of available power)

A = Activity (hrs/yr)

EF = Emission factor (g/hp-hr)

The derivation of the default model data for each factor from the above equation is discussed below.

#### **a. Equipment populations and average power (horsepower)**

The technical report titled "Nonroad Engine Population Estimates"<sup>16</sup> indicates that equipment population data for most types of equipment were obtained from Power Systems Research, an independent marketing research firm, although in some instances other data source were used. Of interest for this analysis, for many LGE categories EPA used sales data obtained from equipment manufacturers during the development of its Phase 1 emission standards for small (less than 25 hp) gasoline fueled nonroad engines. This was done for the following LGE categories: lawn mowers, trimmers/edgers/brush cutters, leaf blowers/vacuums, and chainsaws. The report notes that an equipment population base year of either 1996 or 1998 was used for the LGE types.

Once estimates of equipment populations were derived, information obtained by the state of California was used to divide the equipment between the residential and commercial sectors. This step was needed because of the large difference in usage patterns between these two sectors. **TABLE 2** below contains an extract of data from Table 3 of the Nonroad Engine Population report mentioned above, and illustrates how the split between residential and commercial equipment was apportioned for a number of LGE types.

**Table 2.** Percentage split between residential and commercial equipment

| SCC code                 | Application             | Horsepower categories | Residential (% of equipment population) | Commercial (% of equipment population) |
|--------------------------|-------------------------|-----------------------|-----------------------------------------|----------------------------------------|
| 22xx004010<br>22xx004011 | Lawn mowers             | All                   | 96.3                                    | 3.7                                    |
| 22xx004025<br>22xx004026 | Trimmers/edgers/cutters | 0-1 hp                | 100                                     | 0                                      |
|                          |                         | 1-3 hp                | 85.3                                    | 14.7                                   |
|                          |                         | > 3 hp                | 0                                       | 100                                    |
| 22xx004020<br>22xx004021 | Chainsaws               | 0-1 hp                | 100                                     | 0                                      |
|                          |                         | 1-3 hp                | 97.0                                    | 3                                      |
|                          |                         | > 3 hp                | 0                                       | 100                                    |
| 22xx004030<br>22xx004031 | Leaf blowers/vacuums    | 0-1 hp                | 100                                     | 0                                      |
|                          |                         | 1-3 hp                | 92.5                                    | 7.5                                    |
|                          |                         | > 3 hp                | 0                                       | 100                                    |

*i. Geographic allocation of residential LGE Populations (except snowblowers)*

The Nonroad model uses US Census data on one and two unit housing to allocate national equipment populations to the county level. The population documentation report mentioned above notes that other variables are likely to also affect the distribution of LGE population, such as average yard size. However, no consistent, reliable data surrogates could be found to apportion the national level equipment populations based on these alternative factors, and so the model relies solely upon US Census data on one and two unit housing to allocate national LGE population data to the county level.

*ii. Geographic allocation of commercial L&G Equipment Populations (except snowblowers)*

The Nonroad model uses the number of employees in the landscaping services industry to disaggregate national level LGE population data to the county level. This was accomplished using data from the North American Industry Classification System (NAICS); specifically, for NAICS code 561730, landscaping services.

*iii. Equipment population projections*

The Nonroad model enables the user to obtain estimates of emissions for years other than the base year used for equipment populations. This is accomplished by the development of processes to handle the growth in equipment populations due to the purchase of new equipment as years pass, and adjustments made to account for the scrappage of old equipment. The reader is referred to the EPA technical reports “Nonroad Engine Growth Estimates,”<sup>17</sup> and “Calculation of Age Distributions in the Nonroad Model – Growth and Scrappage”<sup>18</sup> for further information on these topics. Both of these reports are available on the EPA website (<http://www.epa.gov/otaq/nonrdmdl.htm>).

**b. Activity levels and load factors.**

Equipment populations and horsepower levels alone are not sufficient for determining emissions from nonroad equipment; assumptions about frequency and patterns of use must also be made. The EPA report, “Median Life, Annual Activity, and Load Factor Values for Nonroad Engine Emissions Modeling”<sup>19</sup> describes how the Nonroad model assigns default activity levels, in hours per year, and



load factors in performing its calculations. Load factors are needed to account for the fact that equipment is not typically used at full power 100% of the time; load factors reflect that and are presented in terms of average percent of full power for the equipment as it is used. The activity levels and load factors for small (< or = to 25 hp) spark-ignition engines for many LGE types was taken from data supplied to EPA during the comment period for the regulation of these engines. **TABLE 3** below contains an extract of the default activity data, in annual hours of equipment use, and load factor data, expressed as fraction of full power, taken from Table 6 of the above mentioned report.

**Table 3.** Example default activity levels and load factors for LGE

| Equipment type          | Use         | Activity level<br>(Annual hours) | Load factor<br>(fraction of full power) |
|-------------------------|-------------|----------------------------------|-----------------------------------------|
| Lawn mowers             | Residential | 25                               | 0.33                                    |
|                         | Commercial  | 406                              | 0.33                                    |
| Trimmers/Edgers/Cutters | Residential | 9                                | 0.91                                    |
|                         | Commercial  | 137                              | 0.91                                    |
| Leaf blowers\Vacuums    | Residential | 10                               | 0.94                                    |
|                         | Commercial  | 282                              | 0.94                                    |
| Chainsaws               | Residential | 13                               | 0.70                                    |
|                         | Commercial  | 303                              | 0.70                                    |

### c. Emission factors

EPA's documentation for the source of the emission factors used within the Nonroad model are contained in the following two reports: "Exhaust and Crankcase Emission Factors for Nonroad Engine Modeling: Compression-Ignition"<sup>20</sup> and "Exhaust Emission Factors for Nonroad Engine Modeling: Spark-Ignition."<sup>21</sup> Information pertaining to LGE contained in the latter report is discussed below.

Emission factors for spark-ignition engines rated at less than 25 hp were segregated into 5 engine classes based on primary use of the engine (handheld vs. non-handheld), and engine size according to engine displacement. Beginning in 1997, engines designed for both handheld and non-handheld applications became subject to several phases of regulation geared towards reducing fuel consumption (expressed in terms of brake-specific fuel consumption [BSFC]) and producing fewer air emissions in the combustion process. **TABLE 4** below contains an extract of information from Table 1 of the Exhaust Emissions 2010 report, and shows the impact of EPA's regulation on one such class of engines: small, hand-held, gasoline fueled two-stroke engines.

**Table 4:** Impact of regulation on small\*, hand-held, gasoline fueled two stroke engines

| Engine Tech Type        | HC<br>(g/hp-hr) | CO<br>(g/hp-hr) | NOx<br>(g/hp-hr) | PM<br>(g/hp-hr) | BSFC<br>(lb/hp-hr) |
|-------------------------|-----------------|-----------------|------------------|-----------------|--------------------|
| Baseline                | 261.00          | 718.87          | 0.97             | 7.7             | 1.365              |
| Phase 1                 | 219.99          | 480.31          | 0.78             | 7.7             | 1.184              |
| Phase 2 (with catalyst) | 26.87           | 141.69          | 1.49             | 7.7             | 0.822              |

BSFC: Brake-specific fuel consumption; CO: carbon monoxide; HC: hydrocarbon; NOx: nitrogen oxides; PM: particulate matter

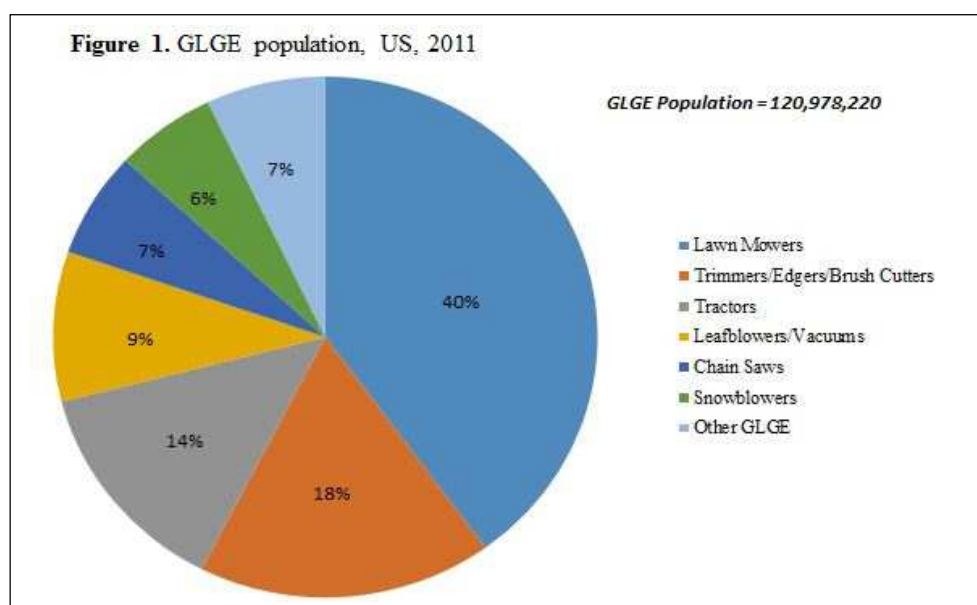
\* These emission factors are for engines sized from 0 to 1 hp.

Other factors also influence the combustion related exhaust emissions from nonroad engines, such as fuel type, ambient temperature, and deterioration of equipment with age and use. The reader is referred to the EPA web-site (<http://www.epa.gov/otaq/nonrdmdl.htm>) for additional information on these topics.

## RESULTS

### Equipment Populations

Approximately 121 million pieces of GLGE are estimated to be in use in the United States (**FIGURE 1**). GLME accounts for two-thirds of all GLGE of which lawn mowers are the most numerous, followed by trimmers/edgers/ brush cutters, and then leaf blowers/vacuums. Projections from 2011 indicate a 13% increase across all equipment types after the combined effect of new equipment purchases and scrappage of old equipment are evaluated, resulting in an estimated 136 million pieces of GLGE in use by 2018.



### Contribution of Nonroad Emissions to All Emissions

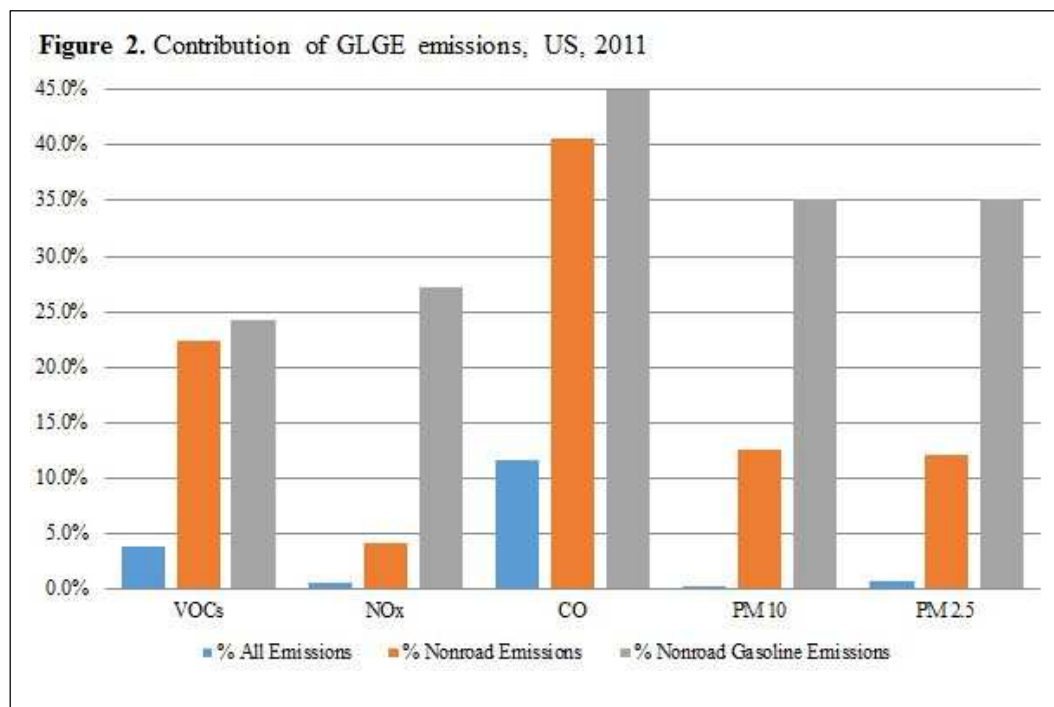
All Nonroad sources account for approximately 242 million tons of pollutants each year, accounting for 17% of all VOC emissions, 12% of NO<sub>x</sub> emissions, 29% of CO emissions, 4% of CO<sub>2</sub> emissions, 2% of PM<sub>10</sub> emissions, and 5% of PM<sub>2.5</sub> emissions.

All Nonroad Emissions account for a substantial percentage of All Emissions of benzene (25%), 1,3 butadiene (22%), CO (29%), PM<sub>10</sub> (2%), and PM<sub>2.5</sub> (5%). Because of the relatively small contribution of GLGE CO<sub>2</sub> to All Emissions (0.3%), it is not further considered in this report.

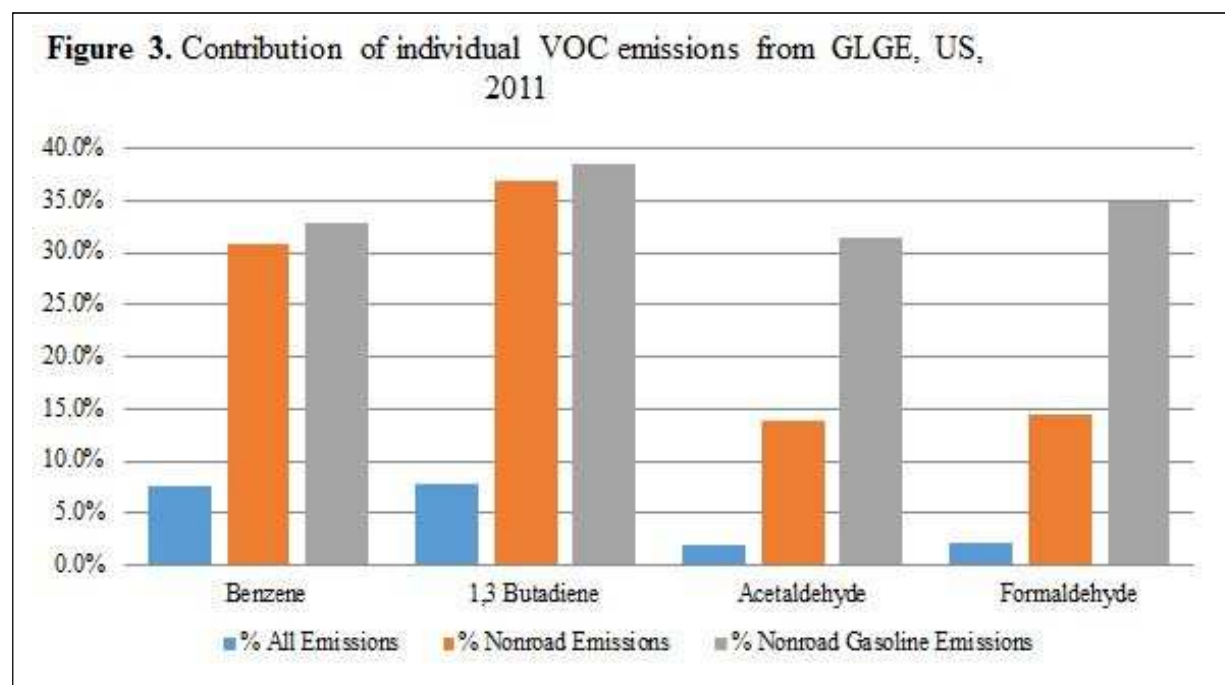
### Contribution of GLGE to All Emissions and Nonroad Emissions

GLGE emitted approximately 6.3 million tons of VOCs (461,800) and criteria pollutants (CO=5,793,200; NO<sub>x</sub>=68,500, PM<sub>10</sub>=20,700 [19,000 of which is PM<sub>2.5</sub>]), and 20.4 million tons of CO<sub>2</sub> in 2011. GLGE represented nearly 4% of All Emissions of VOCs and 12% of All Emissions of CO

**(FIGURE 2).** GLGE fine PM emissions constitute a fraction of a percent of All Emissions of fine PM, but is a major Nonroad source, accounting for nearly 13% of All Nonroad Emissions of fine PM and more than one-third of Gasoline Nonroad Emissions of fine PM.

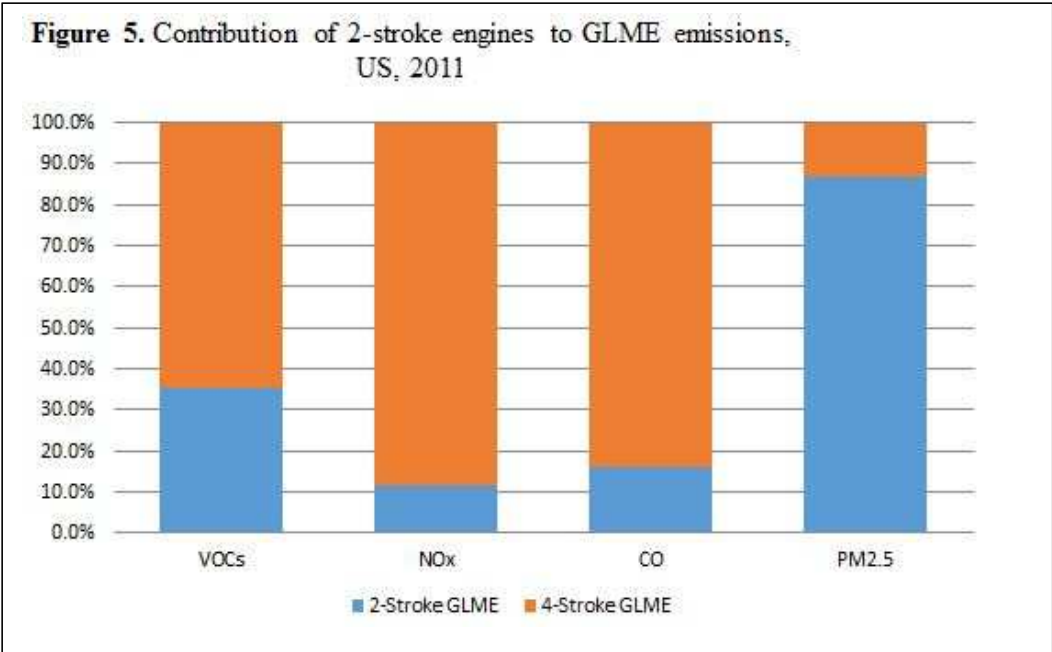
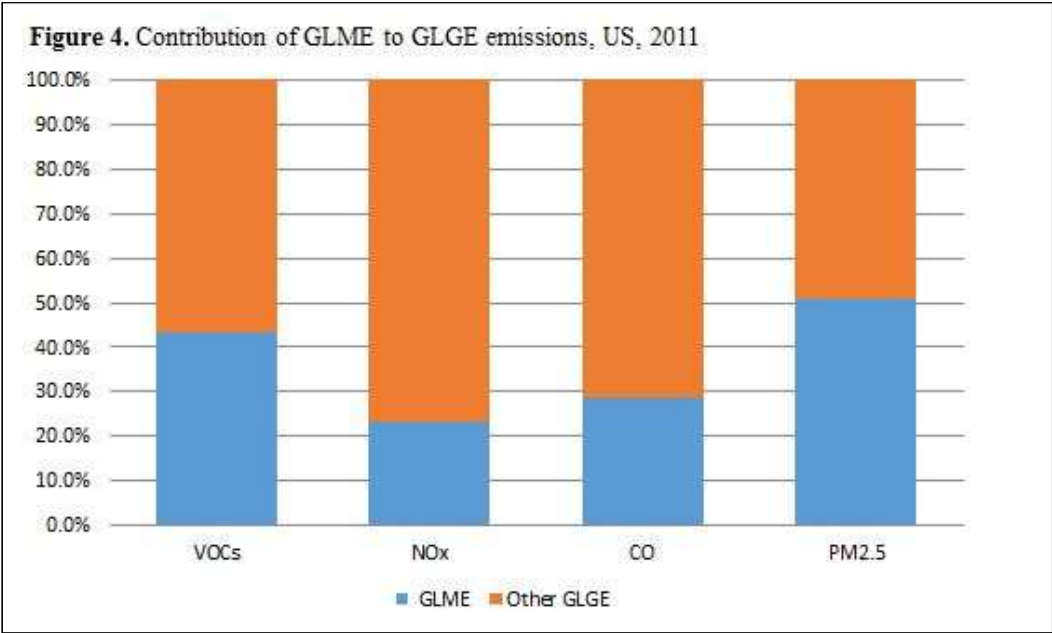


Analysis of individual VOC emissions shows that GLGE contributes nearly 8% of All Emissions of both benzene and 1,3 butadiene (**FIGURE 3**). Within All Nonroad Emissions and Gasoline Nonroad Emissions, GLGE accounts for nearly one-third or more of benzene and 1,3 butadiene emissions, and also becomes a major source of aldehyde and formaldehyde emissions from Gasoline Nonroad sources.



Contribution of GLME to GLGE Emissions

Compared with the GLGE contributions of Nonroad Gasoline Emissions shown in **FIGURE 2**, contributions of VOCs and fine PM emissions from GLME are disproportionately high, and for NOx and CO, are disproportionately low (**FIGURE 4**). Small GLME engines account for more than 40% of VOC emissions and one-half of PM10 and PM2.5 emissions from GLGE. Close to 90% of fine PM emissions from GLME come from 2-stroke engines (**FIGURE 5**).



## Projected Growth of GLGE Emissions: 2011–2018

By 2018, the annual tonnage of ozone precursors, VOCs and NO<sub>x</sub>, emitted by GLGE is projected to decrease substantially from 2011, as more of the in-use fleet becomes represented by equipment built to meet EPA nonroad emission standards. CO emissions remain comparable to 2011 levels, while CO<sub>2</sub> and fine PM emissions are projected to increase modestly.

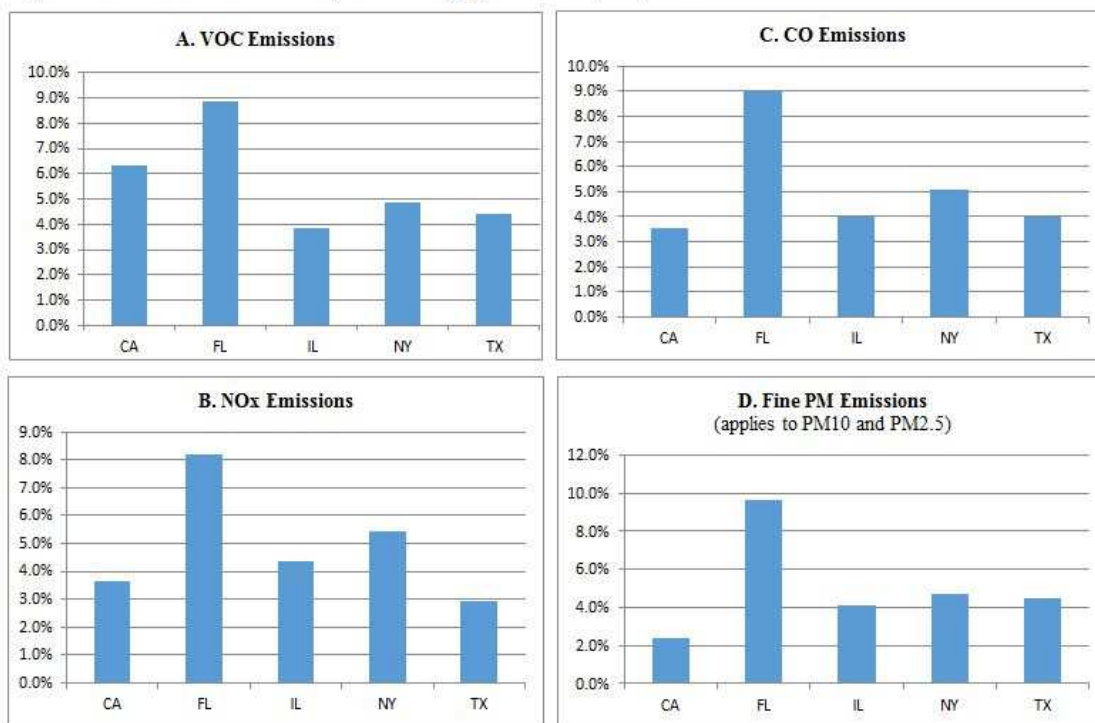
**Table 5:** Estimated Change in GLGE Emissions, 2018 vs 2011

| Emissions       | % Change |
|-----------------|----------|
| VOCs            | -20.9%   |
| NO <sub>x</sub> | -31.1%   |
| CO              | -4.9%    |
| CO <sub>2</sub> | 12.3%    |
| PM 10           | 8.2%     |
| PM 2.5          | 8.4%     |

## GLGE Emissions in the Five Most Populated States

When considered together, GLGE emissions from California, Florida, Illinois, New York and Texas constitute approximately one-quarter of national GLGE emissions.

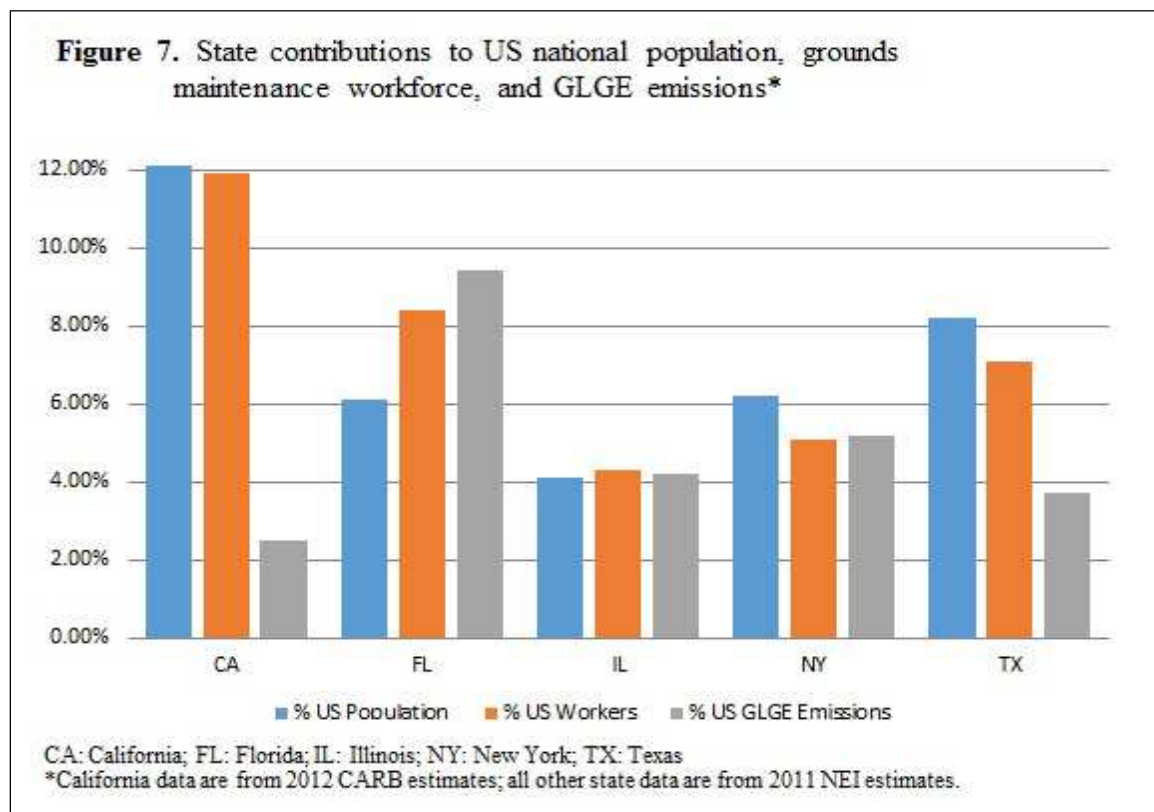
**Figure 6.** Emissions contributed by the 5 most populated states, US, 2011\*



CA: California; FL: Florida; IL: Illinois; NY: New York; TX: Texas  
\*California data are from 2012.

Florida's GLGE emissions were 1.4 to 2.1-times higher compared with emissions in states having the next highest level of emissions in each GLGE pollutant category, and 2.2 to 4.4-times higher compared with emissions in states having the lowest level of emissions in each GLGE pollutant category (**FIGURE 6**).

For Florida, Illinois, and New York, state-specific contributions of GLGE emissions compared to the national total were relatively consistent with their contributions to the national population and the national grounds maintenance workforce. For California, its GLGE emission contribution was one-fifth that of its contribution to the national population and to the national grounds maintenance workforce. For Texas, its GLGE emission contribution was 40%–50% that of its contribution to the national population and to the national grounds maintenance workforce (**FIGURE 7**).



## DISCUSSION

The main findings of this study are: 1) GLGE is a prevalent source of toxic and carcinogenic emissions; 2) GLGE contributes substantially to nonroad emissions of benzene, 1,3 butadiene, formaldehyde, CO, and fine PM; 3) GLME accounts for a disproportionately large share of VOC and fine PM emissions; 4) 2-stroke engines account for most fine PM emissions from GLME; 5) VOCs and NO<sub>x</sub> are projected to decrease substantially by 2018; CO emissions remain comparable to 2011 levels; and CO<sub>2</sub> and fine PM emissions are projected to increase modestly; and 6) the GLGE emissions contributions from the the largest states are not always consistent with contributions to national population and national grounds maintenance workforce.

The large volume of emissions from GLGE found in this study is consistent with findings previously reported by the EPA<sup>1</sup> and from other studies.<sup>2-4</sup> The very substantial contribution of VOC, in particular benzene and 1,3 butadiene, deserves attention especially because of their localized nature.

While VOC emissions are expected decrease 21% on average by 2018, the rates of equipment replacement on which those projections are based are only approximated.

Adverse health effects from the GLGE emissions are well known. Benzene, 1,3 butadiene, and formaldehyde are listed among the four top ranking cancer-causing compounds.<sup>22</sup> They cause lymphomas, leukemias, and other types of cancer (International Agency for Research on Cancer, World Health Organization).<sup>23, 24</sup> Ground level ozone (formed by VOCs and NO<sub>x</sub> in the presence of sunlight) and fine PM cause or contribute to early death, heart attack, stroke, congestive heart failure, asthma, chronic obstructive pulmonary disease, and cancer.<sup>5-11</sup> Growing evidence suggests these pollutants also contribute to developmental and neurological disorders, including autism.<sup>7-9, 12, 13</sup> The mounting evidence on the dangers of short term exposure are especially concerning.<sup>7, 9, 11</sup>

The high levels of VOCs and fine PM from GLME are health risks for workers and other members of the public close to the emitting source. Although no studies of grounds maintenance workers were found, studies of gas station workers have shown that regular exposure to gasoline vapors can produce hematological and immunological abnormalities and elevate the risk of cancer.<sup>25-27</sup> In addition, children, seniors, and persons with chronic illnesses are especially vulnerable to the negative health impacts of GLME emissions.<sup>28</sup> Routine use of GLME in the vicinity of residential neighborhoods, schools, parks, and other public spaces may be exposing the public to unnecessary and preventable health risks. New equipment standards do not affect fine PM emissions; in fact, those emissions are expected to increase.

School buses represent another example of a close-to-emitting source in which children are subjected to increased exposure from diesel exhaust.<sup>29</sup> Tests of school buses found that diesel exhaust entering through the front door of the bus results in elevated levels of PM over time. When queuing, PM built up rapidly in the bus cabin when the front doors were open.

The variation in emissions levels observed among the five most populated states should be explored further. The reasons for the high emissions contribution from Florida and relatively low emissions contributions from Texas and California are not clear. Differences between CARB data and NEI data may account for some of the difference between California and other states. For example, the NEI baseline equipment population data are older compared with those of CARB. Other factors that may be involved include but are not limited to emissions estimation procedure, geographic and climate factors, regulations and their effectiveness, and efforts to promote cleaner alternatives.

This study has several limitations. Not all potentially harmful emissions were characterized; for example, polycyclic aromatic hydrocarbons. Other limitations concern the source data. Although the NEI is a comprehensive source of GLGE emissions data, the accuracy of the reported data is uncertain. Baseline equipment population data for the Nonroad model is 15–20 years old and does not account for growth of the commercial industry. This older population data supplies emission estimates to NEI, which in turn is used to create EPA's 2011 and 2018 modeling platforms. Although the residential and commercial CARB inventories and activity data are newer, they depend largely upon telephone survey data.<sup>30, 31</sup> Methodological weaknesses with the commercial survey data are discussed in the survey report.<sup>31</sup> For both data sources, the rates of replacement of older equipment by newer, cleaner equipment that meets the newer Phase 3 standards<sup>32</sup> can only be approximated.

## CONCLUSIONS

GLGE is an important source of toxic and carcinogenic exhaust and fine particulate matter. Improved reporting and monitoring of localized GLGE emissions should be implemented. Medical and scientific organizations should increase public awareness of GLGE and GLME and identify GLGE as an important local source of dangerous air pollutants. Communities and environmental, public health, and other government agencies should create policies and programs to protect the public from GLGE air pollutants and promote non-polluting alternatives.



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**LEAF BLOWER REGULATIONS  
REGIONAL WORKING GROUP**

**MUNICIPAL RESEARCH AND BEST PRACTICES  
SUBCOMMITTEE REPORT**

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Summary

The Leaf Blower Regulations Regional Working Group Municipal Research and Best Practices Subcommittee surveyed numerous Illinois municipalities to determine if and how they regulated leaf blowers (see *Appendix A*). It was determined that most Illinois municipalities do not have ordinances that prohibit or restrict the use of gas-powered leaf blowers. However, certain municipalities including but not limited to Evanston, Kenilworth, Winnetka, and Wilmette have adopted gas-powered leaf blower regulations to reduce noise and air pollution.

The Subcommittee also surveyed municipalities nationwide to identify successful programs, policies, and best practices for the Regional Working Group to consider. We found California has several communities with gas leaf blower regulations which are highlighted in the “Best Practices” section of this memorandum, along with other noteworthy municipal attempts to limit air pollutants and reduce noise pollution.

Importantly, our research assessed the success of various regulatory and enforcement strategies used in Illinois municipalities. We found:

- Police departments are the most common enforcer of leaf blower regulations; complaints of this nature are typically treated as low priority. Other enforcement agencies include Code Enforcement, Public Works, or, in the case of Evanston, the Health Department.
- To limit noise, many communities have noise ordinances that consequently limit the hours of use of leaf blowers without completely banning their use. The following communities have noise ordinances but do not specifically include “leaf blowers” in their regulation: Barrington, Buffalo Grove, Deerfield, Elmhurst, Glen Ellyn, Glenview, Grayslake, Lake Forest, Lake Zurich, Libertyville, Lincolnshire, Mettawa, Morton Grove, Mount Prospect, Mundelein, Northbrook, Northfield, Park Ridge, Riverwoods, Skokie, and Vernon Hills.
- The following Illinois communities have partial or full bans on leaf blowers: Wilmette, Evanston, Glencoe, Winnetka, Lincolnwood, Kenilworth, and Highland Park.

### Illinois Municipal Regulations

Many Illinois municipalities regulate leaf blowers indirectly through the use of noise and nuisance ordinances that effectively set the acceptable hours of operation without introducing a seasonal ban. These communities, primarily on Chicago's North Shore, have engaged in more extensive regulatory efforts.

**Evanston.** The City of Evanston has an ordinance that prohibits gas-powered leaf blowers between May 15<sup>th</sup> and September 30<sup>th</sup> (summer) and after the first Thursday in December until March 29<sup>th</sup> (winter). Evanston will ban all gas-powered leaf blowers starting April 1, 2023 including during the seasons listed. There are no seasonal restrictions on electric-powered leaf blowers. When leaf blowers are allowed, their use is limited to Monday through Friday from 7:00 a.m. to 9:00 p.m. and on Saturday, Sunday, and holidays from 9:00 a.m. to 5:00 p.m. The Evanston Health Department enforces their regulations through progressive discipline: a written violation letter is sent upon the first offense, a \$100 fine for the second offense, a \$150 fine for the third offense, a \$200 fine for the fourth offense, and \$250 fines for the fifth and subsequent offense(s).

**Glencoe.** The Village of Glencoe prohibits the use of gas-powered leaf blowers between May 15<sup>th</sup> to September 15<sup>th</sup> and from December 15<sup>th</sup> to March 15<sup>th</sup>. The ordinance restricts commercial lawn maintenance equipment use from 7:00 a.m. to 7:00 p.m. on weekdays and from 9:00 a.m. to 6:00 p.m. on Saturdays, and bans use entirely on Sundays and holidays. These restrictions do not apply to property owners conducting maintenance on their property. The Glencoe Police Department enforces these restrictions by issuing \$250 fines to commercial landscape companies who are in violation, starting from the first offense (e.g. no warning).

**Highland Park.** The City of Highland Park prohibits the use of gas-powered leaf blowers between May 15<sup>th</sup> and October 1<sup>st</sup>, except for golf course maintenance or roof gutter cleaning (between May 15<sup>th</sup> and June 15<sup>th</sup>). When allowed, leaf blowers can be operated between 7:00 a.m. to 7:00 p.m. on weekdays and from 9:00 a.m. to 5:00 p.m. on Saturdays. The Highland Park Police Department and Community Development Department enforce this ban with fines ranging from \$200 to \$500.

**Kenilworth.** The Village of Kenilworth has a noise and leaf blower ordinance that prohibits the use of gas-powered leaf blowers between May 15<sup>th</sup> and September 30<sup>th</sup>. When allowed, leaf blowers can be operated Monday through Friday from 8:00 a.m. to 6:00 p.m. and on Saturday, Sunday, and holidays from 9:00 a.m. to 5:00 p.m. Gas or electric-powered leaf blowers must never exceed 75 decibels. The Kenilworth Police Department enforces this ordinance.

Illinois Municipal Regulations (continued)

**Lincolnwood.** The Village of Lincolnwood prohibits the use of gas-powered leaf blowers from May 15<sup>th</sup> to September 30<sup>th</sup>. When allowed, the leaf blower ordinance restricts use from 7:00 a.m. to 6:00 p.m. Monday through Friday; 7:00 a.m. to noon on Saturday; and bans use entirely on Sundays and holidays. The Lincolnwood Police Department and a Code Enforcement Officer issues violation notices upon the first offense and a citation upon the second offense. Fines are determined in court.

**Wilmette.** The Village of Wilmette introduced a ban on gas-powered leaf blowers between May 15<sup>th</sup> and September 30<sup>th</sup> beginning in 2006. The prohibition includes using an electric leaf blower powered by a portable gasoline generator, but not the use of electric leaf blowers plugged into permanently installed electrical outlets attached to a permanent structure. Exemptions to the gas-powered leaf blower ban include golf courses, public parks, Wilmette Park District property, for roof/gutter/downspout cleaning, and use in paving/repair/patching of public streets or related to asphalt seal coating on private property. Between October 1 and May 14, the Village permits the use of gasoline-powered leaf blowers, however, use is limited for to no more than 30 minutes in any three-hour period on lots of one-half acre or less. Enforcement is conducted proactively and citations are issued to the company violating the law, not individual employees. The fines for first time violators (\$75) are typically waived upon providing evidence that a battery/electric-operated leaf blower has been purchased. Subsequent offenses have a fine of \$150.

**Winnetka.** The Village of Winnetka has a nuisance ordinance that prohibits the use of gas-powered leaf blowers between June 1<sup>st</sup> and September 30<sup>th</sup>, except for golf course maintenance. From October 1<sup>st</sup> to May 31<sup>st</sup>, the use of gas-powered leaf blowers is limited to Monday through Friday from 8:00 a.m. to 7:00 p.m. and on Saturday, Sunday, and holidays from 9:00 a.m. to 6:00 p.m. The Winnetka Police Department enforces the ordinance and issues fines for \$100 per offense. The fines do not escalate.

National Municipal Regulations - California

California has a history of strict air quality standards that resulted in leaf blower bans as early as the late 1970s. Some municipalities have banned both gas-powered and electric leaf blowers.

**Hermosa Beach.** Hermosa Beach, California directly references “leaf blowers” under “Prohibited Noises” in their noise ordinance, effectively banning leaf blowers since the early 1990s. The city issues notice to first-time violators, while the Police Department can “decide to issue a citation to the person who is caught using the leaf blower”, enforcing the ban that way.

**Laguna Beach.** Since 1993, Laguna Beach, California has banned both gasoline-powered and electric leaf blowers. Fines are issued to users starting at \$100 for the first violation, \$200 for the second violation, and \$500 for the third violation. Code Enforcement staff issue warnings and citations if they see someone using a leaf blower.

**Santa Barbara.** Santa Barbara, California has banned gas-powered leaf blowers since 1997. This ordinance is enforced through a complaint system: a District Inspector monitors an [online complaint website](#) where residents can register an online complaint as an air pollution complaint. The District Inspector determines if a complaint is a violation and can issue a citation. Every hour of violation is treated as a separate incident.

**Santa Monica.** Santa Monica, California bans the use of both gasoline-powered and electric leaf blowers within the city. Violators can receive citations from Code Enforcement. \$500 fines are usually given to the operator of the leaf blower, but management companies, landscaping companies, or property owners can be cited. A court case in 2015 limited the scope of citations as a property owner claimed that the City could not prove that the owner knew that the leaf blower was being used on his property at the time of the citation.

In addition to municipal regulations, notably, the California Air Resources Board recently (December 2021) adopted administrative regulations that will effectively halt the sale of gas-powered leaf blowers, lawn mowers, and other landscaping equipment starting in model year 2024. Equipment manufactured prior to 2024 can continue to be legally sold and used after the effective date of these regulations.

National Municipal Regulations – Outside California

**Burlington, VT.** Burlington, Vermont's largest city, passed a phased-in ban that required compliance by May 2022. The ordinance bans the use of gas-powered leaf blowers from Memorial Day to Labor Day. The ordinance allows for year-round use of electric-powered leaf blowers that are below 65 decibels; when allowed, gas-powered leaf blowers must operate below 65 decibels. The use of any leaf blower is limited to Monday through Friday from 7:00 a.m. to 5:00 p.m., Saturdays from 8:00 a.m. to 5:00 p.m., and prohibited on Sundays and Holidays except for property owners from 9:30 a.m. to 5:00 p.m.

**East Hampton, NY.** East Hampton, New York, passed an ordinance prohibiting gas and diesel-powered leaf blowers from May 20<sup>th</sup> to September 20<sup>th</sup>. When allowed, leaf blower use is restricted to Monday through Friday from 8:00 a.m. to 6:00 p.m., Saturdays from 9:00 a.m. to 5:00 p.m., and prohibited on Sundays and Holidays except for property owners from 9:00 a.m. to 3:00 p.m. The East Hampton Town Ordinance Department enforces the ban with fines between \$1,000 and \$5,000 depending on the offense.

**Montclair, NJ.** Montclair, New Jersey passed an ordinance that restricts gas-powered leaf blower use, allowing for use only between March 15<sup>th</sup> and May 15<sup>th</sup> and between October 15<sup>th</sup> and December 15<sup>th</sup>. When allowed, leaf blower use is restricted to Monday through Friday from 9:00 a.m. to 6:00 p.m., Saturdays from 10:00 a.m. to 6:00 p.m. (8:00 p.m. for property owners), and Sundays and Holidays from 10:00 a.m. to 5:00 p.m. Additionally, the ordinance requires lawn care companies to provide safety protection for their employees. A Municipal Court Judge administers fines at their discretion; first-time violations start at \$100 and recurring violators can be fined up to \$2,000 and risk 90 days of community service or imprisonment.

**Summit, NJ.** Summit, New Jersey introduced a pilot program that temporarily banned gas-powered leaf blowers from June 1<sup>st</sup>, 2021, through August 31<sup>st</sup>, 2021. The ordinance adds on to existing use restrictions: Monday through Friday from 8:00 a.m. to 6:00 p.m. (8:00 p.m. for non-commercial use), Saturdays from 9:00 a.m. to 6:00 p.m., and on Sundays and Holidays from 9:00 a.m. to 6:00 p.m. for non-commercial use. The temporary ordinance was enforced by the Summit Police Department and/or the Department of Community Services through a progressive discipline system; first-time violators receive a notice, then incur increasing fines after subsequent violations, from \$100-\$500. The program/ban was not extended and there are currently only temporal restrictions on use.



## Time of Day Restrictions

| Community         | Ord. Reference                                | When Prohibited                                                                                               | Enforcing Agency              | First Offense | Subsequent Offense(s)         |
|-------------------|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------|-------------------------------|---------------|-------------------------------|
| Wilmette, IL      | <a href="#">Sec. 16-115(a) (nuisances)</a>    | May 15 <sup>th</sup> - September 30 <sup>th</sup>                                                             | Police                        | \$80          | \$160                         |
| Evanston, IL      | <a href="#">Title 8, Chapter 26</a>           | May 15 <sup>th</sup> - September 30 <sup>th</sup> ,<br>First Thursday in December -<br>March 29 <sup>th</sup> | City Health                   | Notice        | \$100, \$150,<br>\$200, \$250 |
| Glencoe, IL       | <a href="#">Sec. 24-38(c) (nuisances)</a>     | May 15 <sup>th</sup> - September 15 <sup>th</sup> ,<br>December 15 <sup>th</sup> - March 15 <sup>th</sup>     | Police                        | Discretionary | Discretionary                 |
| Highland Park, IL | <a href="#">Sec. 95-001(O)(9) (nuisances)</a> | May 15 <sup>th</sup> - October 1 <sup>st</sup>                                                                | Police, Community Development | \$200-500     | \$200-500                     |
| Winnetka, IL      | <a href="#">Sec. 9.16.020(21) (nuisances)</a> | June 1 <sup>st</sup> - September 30 <sup>th</sup>                                                             | Police                        | \$100         | \$100                         |
| Kenilworth, IL    | <a href="#">Sec. 135-02(23) (nuisances)</a>   | May 15 <sup>th</sup> - September 30 <sup>th</sup>                                                             | Police                        | Discretionary | Up to \$750                   |
| Lincolnwood, IL   | <a href="#">Sec. 17-2-16(H) (noise)</a>       | May 15 <sup>th</sup> - September 30 <sup>th</sup>                                                             | Police,<br>Code Enforcement   | Notice.       | Discretionary.                |

## Time of Day Restrictions

| Community         | Ord. Reference                            | When Prohibited                                                                                         | Enforcing Agency                                            | First Offense | Subsequent Offense(s)                                   |
|-------------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------|---------------------------------------------------------|
| Hermosa Beach, CA | <a href="#">Sec. 8.24.020(H) (noise)</a>  | Complete ban                                                                                            | Code Enforcement                                            | \$100         | \$200, \$500                                            |
| Laguna Beach, CA  | <a href="#">Sec. 7.25.070(D) (noise)</a>  | Complete ban                                                                                            | Code Enforcement                                            | \$100         | \$200, \$500                                            |
| Santa Monica, CA  | <a href="#">Sec. 4.08.270 (nuisances)</a> | Complete ban                                                                                            | Code Enforcement                                            | \$500         | \$500                                                   |
| Santa Barbara, CA | <a href="#">Sec. 9.16.050 (noise)</a>     | Complete ban                                                                                            | Police, Santa Barbara County Air Pollution Control District | Discretionary | Discretionary                                           |
| Burlington, VT    | <a href="#">Sec. 21-14</a>                | Memorial Day (May) - Labor Day (September)                                                              | Police                                                      | \$200-\$500   | \$300-\$500                                             |
| East Hampton, NJ  | <a href="#">Chapter 155</a>               | May 20 <sup>th</sup> - September 20 <sup>th</sup>                                                       | Town Ordinance                                              | Up to \$1,000 | \$1,500-\$5,000                                         |
| Montclair, NJ     | <a href="#">Sec. 217-6 (noise)</a>        | May 15 <sup>th</sup> - October 15 <sup>th</sup> ,<br>December 15 <sup>th</sup> - March 15 <sup>th</sup> | Police                                                      | \$100         | Up to \$2,000;<br>community service;<br>90 days in jail |
| Summit, NJ        | <a href="#">Sec. 3-8.1(b)(4) (noise)</a>  | June 1 <sup>st</sup> - August 31 <sup>st</sup>                                                          | Police, Community Services                                  | Notice        | \$100, \$250, \$500                                     |

## Time of Day Restrictions

| Community         | Weekday Permitted Hours |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
|-------------------|-------------------------|---------|---------|---------|----------|----------|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
|                   | 6:00 AM                 | 7:00 AM | 8:00 AM | 9:00 AM | 10:00 AM | 11:00 AM | 12:00 PM | 1:00 PM | 2:00 PM | 3:00 PM | 4:00 PM | 5:00 PM | 6:00 PM | 7:00 PM | 8:00 PM | 9:00 PM |
| Evanston, IL      |                         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Glencoe, IL       |                         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Highland Park, IL |                         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Kenilworth, IL    |                         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Lincolnwood, IL   |                         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Wilmette, IL      |                         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Winnetka, IL      |                         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Burlington, VT    |                         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| East Hampton, NY  |                         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Montclair, NJ     |                         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Summit, NJ        |                         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |

| Community         | Saturday Permitted Hours |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
|-------------------|--------------------------|---------|---------|---------|----------|----------|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
|                   | 6:00 AM                  | 7:00 AM | 8:00 AM | 9:00 AM | 10:00 AM | 11:00 AM | 12:00 PM | 1:00 PM | 2:00 PM | 3:00 PM | 4:00 PM | 5:00 PM | 6:00 PM | 7:00 PM | 8:00 PM | 9:00 PM |
| Evanston, IL      |                          |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Glencoe, IL       |                          |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Highland Park, IL |                          |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Kenilworth, IL    |                          |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Lincolnwood, IL   |                          |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Wilmette, IL      |                          |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Winnetka, IL      |                          |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Burlington, VT    |                          |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| East Hampton, NY  |                          |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Montclair, NJ     |                          |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Summit, NJ        |                          |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |

# Time of Day Restrictions

## Sundays & Holidays Permitted Hours (non-commercial)

| Community         | 6:00 AM | 7:00 AM | 8:00 AM | 9:00 AM | 10:00 AM | 11:00 AM | 12:00 PM | 1:00 PM | 2:00 PM | 3:00 PM | 4:00 PM | 5:00 PM | 6:00 PM | 7:00 PM | 8:00 PM | 9:00 PM |
|-------------------|---------|---------|---------|---------|----------|----------|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Evanston, IL      |         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Glencoe, IL       |         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Highland Park, IL |         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Kenilworth, IL    |         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Lincolnwood, IL   |         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Wilmette, IL      |         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Winnetka, IL      |         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Burlington, VT    |         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| East Hampton, NY  |         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Montclair, NJ     |         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |
| Summit, NJ        |         |         |         |         |          |          |          |         |         |         |         |         |         |         |         |         |

## **APPENDIX A**

### **Survey of Municipal Leaf-Blower Regulations (Excel Spreadsheet)**

| Communities   | Ordinance? (Y = yes, N = no, U = unknown, P = pending) | URL to Gas Powered Leaf Blower ordinance                                                                                                                                                                                                                                                                                        | Enforcement Procedure                                                                                                                                                        | Rate your Effectiveness (1-5 scale) w/ 1 being least effective       | Minutes of Regulation Discussion/Debate          | Fine? (Y/N)                                   | Fine amount?                                                | Who is fined?                                                                 | Notes                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------------|-----------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Buffalo Grove | No                                                     | N/A                                                                                                                                                                                                                                                                                                                             | N/A                                                                                                                                                                          | N/A                                                                  | No                                               | N/A                                           | N/A                                                         | N/A                                                                           | Two people unsure when I called the village. "Leaf blowers are just like lawn mowers, so there are no restrictions."                                                                                                                                                                                                                                                                                                                |
| Deerfield     | No                                                     | N/A                                                                                                                                                                                                                                                                                                                             | N/A                                                                                                                                                                          | N/A                                                                  | No                                               | N/A                                           | N/A                                                         | N/A                                                                           | No noise ordinance; no pollution ordinance. Landscapers fall under "maintenance," so they can work anytime, but the village encourages them to follow 7:30am-7pm M-F; 8:30am-5pm Saturday (called 5/14/19)                                                                                                                                                                                                                          |
| Barrington    | No                                                     | N/A                                                                                                                                                                                                                                                                                                                             | N/A                                                                                                                                                                          | N/A                                                                  | No                                               | N/A                                           | N/A                                                         | N/A                                                                           | Non-home rule community                                                                                                                                                                                                                                                                                                                                                                                                             |
| Elmhurst      | No                                                     | N/A                                                                                                                                                                                                                                                                                                                             | N/A                                                                                                                                                                          | N/A                                                                  | No                                               | N/A                                           | N/A                                                         | N/A                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Evanston      | Noise + leaf blower ordinances                         | <a href="https://library.municode.com/il/evanston/codes/code_of_ordinances?nodeId=TIT8HESA_CH26LEBL">https://library.municode.com/il/evanston/codes/code_of_ordinances?nodeId=TIT8HESA_CH26LEBL</a>                                                                                                                             | Health Department                                                                                                                                                            | N/A currently in the hiring process for position                     |                                                  | First violation letter, but if second offense | 2nd Offense \$100, 3rd \$150, 4th \$200 5th and after \$250 | Person using leafblower - homeowner or worker                                 | Prohibited May 16-Sept. 29 as well as after first Thursday in December until March 29. When allowed, M-F 7am-9pm and S/S/Holidays 9am-5pm                                                                                                                                                                                                                                                                                           |
| Glen Ellyn    | Only nuisance regulation                               | N/A                                                                                                                                                                                                                                                                                                                             | N/A                                                                                                                                                                          | N/A                                                                  | No                                               | N/A                                           | N/A                                                         | N/A                                                                           | Restricts the use of tools for home and lawn maintenance to between the hours of 7:00 a.m. and sunset. Arguably, a leaf blower would fall under that regulation.                                                                                                                                                                                                                                                                    |
| Glencoe       | Noise + leaf blower ordinances                         | <a href="http://library.amegal.com/nxt/gateway.dll/Illinois/glencoe_il/zoningcode/articleititlean">http://library.amegal.com/nxt/gateway.dll/Illinois/glencoe_il/zoningcode/articleititlean</a>                                                                                                                                 | Police Department. Generally a Community Service Officer.                                                                                                                    |                                                                      | 2 Yes                                            | Yes - no first warning                        | \$250 each time                                             | Landscaping company                                                           | Gas-powered leaf blowers permitted between March 15-May 15 and Sept. 15 - Dec. 15.                                                                                                                                                                                                                                                                                                                                                  |
| Glenview      | Noise ordinance                                        | N/A                                                                                                                                                                                                                                                                                                                             | Community Development (Code Enforcement); use construction hours; complaint-based                                                                                            |                                                                      | 4 No                                             | Yes - determined by police department         | Determined by police department                             | Determined by police department                                               | Noise ordinance exists.                                                                                                                                                                                                                                                                                                                                                                                                             |
| Grayslake     | No                                                     | N/A                                                                                                                                                                                                                                                                                                                             | Mostly the Police Department. Some assistance from Building and Zoning.                                                                                                      |                                                                      | 5 No                                             | No                                            | No                                                          | N/A                                                                           | Police commander said if there is a nuisance complaint, abide by construction hours. Nothing explicit.                                                                                                                                                                                                                                                                                                                              |
| Highland Park | Leaf blower ordinance                                  | <a href="http://library.amegal.com/search?stateId=13&amp;clientId=13923&amp;searchText=leaf%20blower&amp;contentType=CODES">http://library.amegal.com/search?stateId=13&amp;clientId=13923&amp;searchText=leaf%20blower&amp;contentType=CODES</a>                                                                               | Mostly the Police Department. Some assistance from Community Development..                                                                                                   |                                                                      | 3 No                                             | Yes                                           | Between \$200 and \$500                                     | Landscaper company                                                            | Only electric leaf blowers allowed between May 15 and October 1 on M-F between 7am-9pm and Saturday between 9am-5pm. No leaf blowers allowed on Sundays.                                                                                                                                                                                                                                                                            |
| La Grange     | Noise ordinance only. No leaf blower prohibitions.     |                                                                                                                                                                                                                                                                                                                                 | N/A                                                                                                                                                                          | N/A                                                                  | No                                               |                                               |                                                             |                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Kenilworth    | Leaf blower ordinance                                  | <a href="https://codelibrary.amlegal.com/codes/kenilworth/latest/kenilworth_il/0-0-0-4257">https://codelibrary.amlegal.com/codes/kenilworth/latest/kenilworth_il/0-0-0-4257</a>                                                                                                                                                 | Police Department                                                                                                                                                            | Unable to rate as 2022 will be the first year of actual enforcement. | No                                               |                                               |                                                             |                                                                               | Village's ban on gasoline-powered leaf blowers from May 15 - September 30. The ban includes electric leaf blowers connected to portable gasoline-powered electric generators. Until that time, residents may continue using their leaf blower between 8:00 a.m. and 6:00 p.m., Monday - Friday, and between 9:00 a.m. and 5:00 p.m. on Saturdays. Leaf blowers, regardless of power source, may not exceed 75 decibels when in use. |
| Lake Bluff    | Noise Ordinance                                        | <a href="https://www.stenimgcodifiers.com/codebook/index.php?book_id=805">https://www.stenimgcodifiers.com/codebook/index.php?book_id=805</a>                                                                                                                                                                                   | Police Department                                                                                                                                                            |                                                                      | 2 <a href="#">Village Board Memo and Minutes</a> | Yes                                           | \$25-\$750                                                  | Contractor or company                                                         | M-F 8am-6pm; S/S/Holidays 9am-6pm.                                                                                                                                                                                                                                                                                                                                                                                                  |
| Lake Forest   | Noise Ordinance                                        | <a href="http://library.amegal.com/nxt/gateway.dll/Illinois/lakeforest_il/cityoflakeforestillinoiscodeofordinances?f=templates\$fn=default.htm\$3.0\$vid=amlegal:">http://library.amegal.com/nxt/gateway.dll/Illinois/lakeforest_il/cityoflakeforestillinoiscodeofordinances?f=templates\$fn=default.htm\$3.0\$vid=amlegal:</a> | Police Officer must respond (in order to potentially issue citation); ordinance allows lawn maintenance equipment 7:30am-7:30pm M-F, 8a-5:30p Sat, 10a-5pm Sun and holidays; |                                                                      | 4 (doesn't get that many calls)                  | Yes                                           | \$10-\$750 per offense                                      | Determined by police department when citation is written - case by case basis | M-F 7:30am-7:30pm. Sat. 8:00am-5:30pm, Sun./Holidays 10am-5pm.                                                                                                                                                                                                                                                                                                                                                                      |

|                |                                                      |                                                                                                                                                                                                                                             |                                                                                                                                                                                                                       |                                                                                                                                                                                                 |                                                               |                                                                                                                                                      |                                         |                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lake Zurich    | Noise Ordinance                                      | N/A                                                                                                                                                                                                                                         |                                                                                                                                                                                                                       |                                                                                                                                                                                                 |                                                               | N/A                                                                                                                                                  | N/A                                     | N/A                                                                                                                                               | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Libertyville   | N/A                                                  | N/A                                                                                                                                                                                                                                         | Code Enforcement Officer (Jack Johnson) responds; complaint-based and enforce the construction hours of 7a-6p M-F, 8a-6p Sat, noon-6p Sun                                                                             | 4                                                                                                                                                                                               | No                                                            | N/A                                                                                                                                                  | N/A                                     | N/A                                                                                                                                               | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Lincolnshire   | Noise Ordinance only for contractors, not homeowners | <a href="https://www.lincolnshireil.gov/sitemedia/documents/quick_links/village-code/title-5/code0501.pdf">https://www.lincolnshireil.gov/sitemedia/documents/quick_links/village-code/title-5/code0501.pdf</a>                             | Police Department responds; enforcing construction hours of 7a-7p M-F, 8a-6p Sat, not allowed on Sun/holidays; will typically respond to scene and issue a warning or a compliance ticket after one/multiple warnings | 5 (don't have many of these types of complaints)                                                                                                                                                | No                                                            | Stop work order and potential fine - ONLY contractors will get fined, homeowners can use leafblowers whenever (outside of any noise ordinance times) | Up to \$500                             | Homeowners never fined - contract companies may be fined depending on police decision                                                             | Permitted 7am-7pm M-F; 8am-6pm Sat.; no work Sunday or holidays.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Lincolnwood    | Noise + usage ordinances                             | <a href="https://ecode360.com/15325372?highlight=leaf%20blowerleaf%20blowers#15325372">https://ecode360.com/15325372?highlight=leaf%20blowerleaf%20blowers#15325372</a>                                                                     | Police Department or Code Enforcement Officer                                                                                                                                                                         | N/A (no recent violations and tough to enforce as currently written)                                                                                                                            | No                                                            | Speak to contractor + homeowner, give violation notice. Second offense = citation.                                                                   | Judge gives fine; village suggests fine | Contractor definitely - but also perhaps homeowner (both have been cited for breaking construction ordinances in the past, just not leaf blowers) | When permitted, can be used between 7am-6pm M-F or 7am-12pm Saturday. Not permitted between May 15 and September 30                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Morton Grove   | Noise ordinance                                      | N/A                                                                                                                                                                                                                                         | Handled by Police as a noise complaint. Officers are dispatched to speak with offending party trying to reach a mutually agreeable resolution. Tickets are a last resort trying to seek voluntary compliance.         | 4+                                                                                                                                                                                              | No                                                            | N/A                                                                                                                                                  | N/A                                     | N/A                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Mount Prospect | Noise ordinance                                      |                                                                                                                                                                                                                                             | Handled by Community Development Department (Environmental Health) although after-hours handled by Police; need okay from neighbors to start earlier                                                                  | 5 (no issues, barely ever comes up)                                                                                                                                                             | No                                                            | Unclear                                                                                                                                              | Unclear                                 | Unclear                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Mundelein      | No                                                   | N/A                                                                                                                                                                                                                                         | N/A                                                                                                                                                                                                                   | N/A                                                                                                                                                                                             | N/A                                                           | N/A                                                                                                                                                  | N/A                                     | N/A                                                                                                                                               | No ordinances for any landscaping practices                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Northbrook     | Yes - Noise ordinance                                | <a href="https://library.municode.com/il/northbrook/codes/code_of_ordinances?nodeId=Chapter%2016%20%E2%80%93%20NUISANCE">https://library.municode.com/il/northbrook/codes/code_of_ordinances?nodeId=Chapter%2016%20%E2%80%93%20NUISANCE</a> | Complaint-based; Police Department enforces                                                                                                                                                                           | 2.5 (Only enforced when resident calls in. Complaint will come in when leaf blower is used outside of permitted times and the police will often address complaint when leaf blower use is over) | <a href="#">8.19.21 EQC Packet</a>                            | Yes, if person refuses to comply with citation                                                                                                       | Up to \$750/day/offense                 | The person holding the leaf blower                                                                                                                | Except temporarily in the case of urgent necessity to protect public health or safety, no person shall cause or permit the operation of any blower, fan, pump, or compressor, or engine or motor which emits noise of a continuous or penetrating nature that disturbs the comfort or response of any reasonable person of ordinary sensibilities occupying residential property within the area of audibility, if the sound level exceeds 63 dBA between 10:00 pm to 7:00 am or 68 dBA between 7:00 am to 10:00 pm in residential zones. |
| Northfield     | No                                                   | N/A                                                                                                                                                                                                                                         | N/A                                                                                                                                                                                                                   | N/A                                                                                                                                                                                             | <a href="#">COW February and March 2021 Packets</a>           | N/A                                                                                                                                                  | N/A                                     | N/A                                                                                                                                               | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Oak Park       | Noise + leaf blower ordinances                       | <a href="https://www.oak-park.us/newsletters/mayjune-2018/help-keep-oak-park-beautiful">https://www.oak-park.us/newsletters/mayjune-2018/help-keep-oak-park-beautiful</a>                                                                   | Public works                                                                                                                                                                                                          |                                                                                                                                                                                                 | <a href="#">Feb 2020 and June 2021 Village Board Meetings</a> | Yes                                                                                                                                                  | Determined by judge                     | Homeowner if homeowner is operating; landscape company if worker is operating                                                                     | The use of gas-powered leaf blowers emanating more than 65 decibels or failing to meet federal emission regulations is prohibited from June through October. The ban applies to both landscapers and homeowners. Gas-powered blowers that emanate fewer than 65 decibels and meet emission standards may be used during the ban if they have been tested and approved by the Village. Cannot be used June 1-October 1. Two complaints last year and residents were more concerned with noise and ordinance does not address the issue.    |

|              |                                |                                                                                                                                                                                             |                                                                                   |                                                          |                                                               |                    |                                                                          |                                      |                                                                                                                                                                                                                                                                                                                       |
|--------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------|--------------------|--------------------------------------------------------------------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Park Ridge   | Noise ordinance                | <a href="http://www.parkridge.us/community_preservation_and_development/default1.aspx">http://www.parkridge.us/community_preservation_and_development/default1.aspx</a>                     | Police Department                                                                 | N/A                                                      | <a href="#">Community Health Commission 1.27.2022 Minutes</a> | Yes, after warning | Determined by police                                                     | Unclear - case by case basis         | Allowed on M-F 7am-7pm; Sat 8am-5pm                                                                                                                                                                                                                                                                                   |
| Riverwoods   | Noise ordinance                | <a href="http://mlegal.com/codes/riverwoods/latest/riverwoods.html">mlegal.com/codes/riverwoods/latest/riverwoods.html</a>                                                                  | Police Department                                                                 | 1                                                        | No                                                            | Yes                | \$75-\$750                                                               | Person holding leafblower.           | Allowed between M-F 7am-7pm; Saturday 8:30am-5pm                                                                                                                                                                                                                                                                      |
| Skokie       | Noise ordinance                | N/A                                                                                                                                                                                         | N/A                                                                               | N/A                                                      | No                                                            | No                 | N/A                                                                      | N/A                                  | Can be used any day of the week between 9am-8pm. If someone using outside of that time frame, can call non-emergency police. No ticket guaranteed.                                                                                                                                                                    |
| Vernon Hills | Noise ordinance                | <a href="http://de.com/il/vernon_hills/codes/code_of_ordinances">de.com/il/vernon_hills/codes/code_of_ordinances</a>                                                                        | Police Department addresses noise complaints                                      | N/A                                                      | No                                                            | Unclear            | Unclear                                                                  | Unclear                              | Allowed between M-F 7am-7pm; Saturday 8:30am-5pm                                                                                                                                                                                                                                                                      |
| Wilmette     | Noise + leaf blower ordinances | <a href="https://www.wilmette.com/permits/community-development/code-enforcement/leaf-blowers">https://www.wilmette.com/permits/community-development/code-enforcement/leaf-blowers</a>     | Proactice through code enforcement; police will also respond to calls for service | Two years ago, 1; Currently, 4 w/ new proactive approach | <a href="#">Village Board Meeting Minutes</a>                 | Yes                | \$75 first offense; \$150 second offense                                 | Company, not employee using the tool | Between May 15 and September 30, the Village of Wilmette prohibits the use of gasoline-powered leaf blowers. Between October 1 and May 14, the Village of Wilmette permits the use of gasoline-powered leaf blowers, however use of a gasoline-powered leaf blower during that time. is limited to 30 minutes or less |
| Winnetka     | Noise + leaf blower ordinances | <a href="https://codelibrary.amlegal.com/codes/winnetka/latest/winnetkaords-res_il/0-0-0-225269">https://codelibrary.amlegal.com/codes/winnetka/latest/winnetkaords-res_il/0-0-0-225269</a> | Code Enforcement & Police Department                                              | 3                                                        | <a href="#">Village Council Meeting Minutes</a>               | Yes                | over mulitple offenses, but the police create the fines. At least \$100. | Unclear - determined by police       | Oct 1 - May 31, M-F 8-7; S/S 9-6. Can't use gas between June 1 and Sept 31                                                                                                                                                                                                                                            |



| Community         | Noise/Leaf Blower Ordinance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Hours of Operation                                                                                                  | Source                                                                        |
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| Arlington, MA     | <p>The use of leaf blowers (gas-powered leaf blowers used for commercial or municipal purposes) are prohibited outside the hours of operation, except in accordance with the following restrictions, which shall not apply to the use of leaf blowers to perform emergency operations or for clean-up associated with storms, hurricanes and the like. No more than one leaf blower may be used on any lot of 6,000 square feet or smaller. One additional leaf blower may be used for each additional 6,000 square feet or portion thereof comprising one lot. Leaf blowers may be used for no more than 30 minutes at a time with shut down time of 15 minutes in between operation. At no time shall any leaf blower be used in such a way as to permit the distribution of leaves, dust, or other debris beyond the vertically extended lines of the property on which the leaf blower is being used. Leaf blowers shall at all times be operated at the lowest possible practical speed necessary to accomplish the task for which they are being used. As of June 15, 2014, or one year after the effective date of this Bylaw, whichever is later, no commercial landscaper, commercial landscape company, or other entity engaged in the business of providing home and yard repair, clean-up, and maintenance services for a fee shall use any leaf blower within the Town in the exercise of that business unless manufacturer specifies that the sound emitted from said leaf blower is no greater than 74 dB(A) at 50 feet at full throttle. The restrictions set forth herein shall not apply to homeowners and residents using leaf blowers to perform private home and yard repair, clean-up, and maintenance on residential property they own or control.</p> | September 16th through June 14th                                                                                    | <a href="#">Title V - Regulations Upon the Use of Private Property</a>        |
| Aspen, CO         | <p>The use of gas powered leaf blowers in Aspen was banned by City Council in 2003 in response to numerous noise complaints and a citizen petition requesting a ban. Electric-powered leaf blowers are allowed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | N/a                                                                                                                 | <a href="#">City of Aspen's Noise Ordinance</a>                               |
| Belvedere, CA     | <p>It is unlawful for any person within the City limits at any time to operate any portable machine powered with a gasoline engine used to blow leaves, dirt and other debris off sidewalks, driveways, lawns or other surfaces</p> <p>It shall be unlawful for any person, including any City employee, to operate any portable machine powered with a gasoline engine used to blow leaves, dirt, and other debris off sidewalks, driveways, lawns, or other surfaces within the City limits. This prohibition shall be posted in all stores selling such gasoline powered machines within the City limits.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | N/a                                                                                                                 | <a href="#">City of Belvedere Noise Code</a>                                  |
| Berkeley, CA      | <p>It shall be unlawful for any person within the City to use or operate any portable machine powered with a gasoline engine used to blow leaves, dirt, and other debris off sidewalks, driveways, lawns, or other surfaces.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | N/a                                                                                                                 | <a href="#">City of Berkeley Community Noise Municipal Code</a>               |
| Beverly Hills, CA | <p>Lawn mowers and leaf blowers may not be operated on any private property within one hundred feet of the boundary of any residential district outside the hours of operation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | N/a                                                                                                                 | <a href="#">City of Beverly Hills Portable Gasoline Engine Powered Blower</a> |
| Boulder, CO       | <p>Gas-powered leaf blowers are prohibited, electric-powered leaf blowers are permitted during the hours of operation</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 7:00 am to 9:00 pm                                                                                                  | <a href="#">City of Boulder's Noise Ordinance</a>                             |
| Brookline, MA     | <p>The State of Massachusetts advised residents to stay at home and limit indoor gatherings. As citizens are urged to work from home, the City Council found the reduction of noise and emissions from leaf blowers to be a public purpose that protects the public health, welfare, and environment of the City of Cambridge and its citizens.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 8:00 am to 8:00 pm, Monday through Friday and 9:00 am to 6:00pm on Saturdays, Sundays, and legal holidays           | <a href="#">Town of Brookline's Leaf Blower Control</a>                       |
| Cambridge, MA     | <p>The use of leaf blowers is prohibited between March 15 and June 15 and between September 15 and December 31 in any year. All leaf blowers may be used as long as they do not exceed a decibel level of 65 dBA.</p> <p>While City Council members and residents have expressed opposition against gas-powered leaf blowers, the City continues to follow the current leaf blower regulation.</p> <p>The operation of a combustion engine blower for the purpose of displacing, removing or blowing any materials from or about public or private property in a manner which allows the engine to be heard on public property or causes the materials to be blown into the air in a manner which allows them to settle on public property or on private property not belonging to the same owner of the property on which the blower is being operated is declared to be a public nuisance and unlawful.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 8:00 am to 5:00 pm from Monday through Friday. 9:00 am to 5:00 pm on Saturday. Not permitted on Sunday or holidays. | <a href="#">Cambridge Leaf Blowers Restrictions</a>                           |
| Carmel, CA        | <p>The operation of a combustion engine blower for the purpose of displacing, removing or blowing any materials from or about public or private property in a manner which allows the engine to be heard on public property or causes the materials to be blown into the air in a manner which allows them to settle on public property or on private property not belonging to the same owner of the property on which the blower is being operated is declared to be a public nuisance and unlawful.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | N/a                                                                                                                 | <a href="#">Carmel-by-the-Sea Municipal Code Combustion Engine Blower</a>     |

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|                  | <p><b>Requirements for use in residential areas:</b> No leaf blower shall be operated for more than fifteen minutes per hour on any one parcel. No leaves or other debris shall be blown into the street, sidewalk, or beyond the parcel property line. The full blower nozzle extension shall be used for maximum efficiency and to minimize the spread of dust. When leaf blowers are used in dusty conditions, surfaces shall be moistened prior to blowing or a mister used during blowing. After leaf blower use, debris shall be disposed in trash receptacles. Leaf blowers shall be in proper working order and all manufacturer's noise and dust control equipment on the leaf blower shall remain on the blower and be in operating condition. Leaf blower users shall operate the leaf blower with the least amount of noise and at the lowest speed possible and keep use time as short as possible. Commercial leaf blower operators shall have in their possession a Claremont business license available for inspection on site. <b>Prohibition of leaf blowers on City property:</b> Use of any type of leaf blower on any City owned or maintained property is prohibited. <b>Leaf blower use:</b> Leaf blowers powered by installed line current or by battery may be used in the City subject to the provisions of this chapter not withstanding the noise standards in Chapter 16.154 of this Code. Internal combustion engine (gasoline) powered leaf blowers shall be prohibited in the City after March 1, 1991; It is unlawful for any person to use or operate within the City, any portable machine, powered with a gasoline engine or electric motor, to blow leaves, dirt and other debris off sidewalks, driveways, lawns, and other surfaces.</p> | 7:00 am to 10 pm                                                                                                                                                                                                                                                                                                                                                                                                     | <a href="#">Claremont Municipal Code</a>                                     |
| Del Mar, CA      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | N/a                                                                                                                                                                                                                                                                                                                                                                                                                  | <a href="#">Del Mar Noise Regulations</a>                                    |
| Dobbs Ferry, NY  | Any person violating the leaf blower law shall be guilty of an offense punishable by a fine of \$50 for the first offense and \$250 for each subsequent offense in the same calendar year. A "person" includes the owner of the property and the operator fo the leaf blower.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Gas-powered leaf blowers:</b> March 15th to May 1st and September 15th to December 15th from 8:00 am until 6:00 pm on Monday through Friday and 10:00 am until 5:00 pm on Saturday, Sunday, and holidays. <b>Electric leaf blowers:</b> From 8:00 am until 6:00 pm on Monday through Friday and 10:00 am until 5:00 pm on Saturday, Sunday, and holidays.                                                         | <a href="#">Dobbs Ferry Noise Provisions Resolution</a>                      |
| Evanston, IL     | Before April 1, 2023, gas-powered leaf blowers may be used during the hours of operation. There are no seasonal restrictions on the use of electric leaf blowers. The use of gas-powered leaf blowers is not permitted after April 1, 2023. Electric leaf blowers may continue to be used with no seasonal restrictions. The first offense is a written warning. The second offense is a \$100 fine. The third offense is a \$150 fine. The fourth offense is a \$200 fine. The fifth and any subsequent offenses are a \$250 fine. No person shall use or operate a leaf blower. Leaf blowers are defined as portable equipment that is powered by a self-contained fuel engine and used in any landscape, maintenance, construction, property repair, or property maintenance for the purpose of blowing, dispersing or redistributing dust, dirt, leaves, grass, clippings, cuttings, and trimmings from trees, shrubs or other debris. Any person who uses or operates a leaf blower in a residential zoning district or in areas bordering a residential zoning district shall use a blower nozzle extension. No material or matter blown by leaf blowers in any portion of the city shall be blown upon neighboring properties or onto any portion of the public right-of-way, including but not limited to sidewalks, streets, storm drains, or lagoon without being immediately removed.                                                                                                                                                                                                                                                                                                                                                                                | March 30th to May 15th and October 15th to the first Thursday in December from 9:00 am to 5:00 pm, Monday through Friday; 9:00 am to 4:00 pm on Saturday; 12:00 pm to 4:00 pm on Sunday; and prohibited on all recognized City holidays.                                                                                                                                                                             | <a href="#">City of Evanston's Use of Leaf Bowers Ordinance</a>              |
| Foster City, CA  | All engine- or motor-powered garden or maintenance tools intended for repetitive use in residential areas, typically capable of being used by a homeowner is allowed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | No person shall use or operate a leaf blower in a residential zoning district or within one hundred yards of a residential zoning district before 8:00 am or after 5 pm Monday through Friday, nor prior to 9:00 am or after 5:00 pm on Saturdays or at any time on Sundays or at any time on the following holidays: New Years Day, Presidents' Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas. | <a href="#">Foster City Municipal Code: General Performance Standards: I</a> |
| Farmingham, MA   | All leaf blowers are currently banned in Farmingham from May 15 to October 15. Some exceptions apply. Leaf blowers cannot exceed the limiting noise levels set forth in the Village's performance standards code.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 7:00 am - 10:00 pm Sunday through Thursday. 8:00 am to 11:00 pm on Friday through Saturday.                                                                                                                                                                                                                                                                                                                          | <a href="#">Farmingham Nuisance Noise Ordinance</a>                          |
| Hastings, NY     | It i unlawful for any person to operate a leaf blower within a residential zone or within one hundred feet of a residential zone outside the hours of operation. A person may not sell, offer for sale, or operate a gas-powered leaf blower in the city. Beginning in January 1, 2023, possession by a person of a gas-powered leaf blower will be prima facie evidence that that person operates the gas-powered leaf blower. The first violation will be a \$100 fine. The second violation within one year of the first violation will be \$500. A fine of \$1000 or forfeiture of the gas-powered leaf blower or a combination of forfeiture and a fine up to \$1000 for the first of subsequent violation within one year of the first violation. Police officers enforce violations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | May 16 through October 14, 9:00 am to 5:00 pm                                                                                                                                                                                                                                                                                                                                                                        | <a href="#">Hasting's Leaf Blower Law</a>                                    |
| Honolulu, HI     | <b>No ordinance for leaf blowers. Residential property:</b> 65 dBA during daytime hours. 58 dBA during nighttime hours. <b>Nonresidential property:</b> 68 dBA at all times.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 8:00 am to 6:00 pm pm any day except Sunday or a state or federal holiday, and between 9:00 am to 6:00 pm on Sunday or any state or federal holiday.                                                                                                                                                                                                                                                                 | <a href="#">Honolulu Ordinance Relating to Gasoline-Powered Leaf Blow</a>    |
| Houston, TX      | Indian Wells banned gas-powered blowers in 1998, except on golf courses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Daytime hours:</b> 8:00 am to 10:00 pm. <b>Nighttime hours:</b> 10:01 pm to 7:59 am the following day.                                                                                                                                                                                                                                                                                                            | <a href="#">City of Houston Noise and Sound Level Regulation</a>             |
| Indian Wells, CA | It shall be unlawful for any person who operates a leaf blower within the City to allow any leaves, dirt, or other debris blown to enter the storm drain system. All leaves, dirt, or any other debris blown on to public property or in the public right-of-way must be cleaned up and removed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/a                                                                                                                                                                                                                                                                                                                                                                                                                  | <a href="#">You've Got Issues: Prohibit Noisy Leaf Blowers?</a>              |
| Key West, FL     | The city of Laguna Beach banned leaf blowers (both gas and electric in 1993).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | N/a                                                                                                                                                                                                                                                                                                                                                                                                                  | <a href="#">Key West Leaf Blowers Ordinance</a>                              |
| Laguna Beach, CA |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | N/a                                                                                                                                                                                                                                                                                                                                                                                                                  | <a href="#">The price of a blown leaf</a>                                    |

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| Lawndale, CA     | The use of gasoline-powered mechanical blowers or vacuums is prohibited within the city of July 1, 1997. Mechanical blower or vacuum operations (for non-gasoline powered blowers) shall not cause debris to be blown or deposited on any adjacent or other parcel of land, lot, or public right-of-way/property other than the parcel, land, or lot upon which the mechanical blower or vacuum is being operated. Mechanical blowers or vacuums (for non-gasoline powered blowers) shall not be operated in close proximity to any operable window, door, or mechanical air-intake opening or duct of any building unless with the permission of the occupants of the                                                                                                                                                                                                                                                                                                                                                                                         | N/a                                                                                                                                                                                                                                                                                                                                                                                                | <a href="#">Lawndale Municipal Code: Mechanical blowers or vacuums</a>        |
| Los Altos, CA    | Operating or permitting the operation of any lawn or garden tool (except portable gasoline engine powered blowers), or similar tools outside the hours of operation is prohibited. Portable electric powered blowers used to blow leaves, dirt and other debris off sidewalks, driveways, lawns, landscape areas or other surfaces outside of the hours of operation is considered a noise disturbance. No gas-powered leaf blower shall be used within 500 feet of a residence at any time. Both the user of such a blower as well as the individual who contracted for the services of the user if any, shall be subject to the requirements of and penalty provisions for this ordinance. Violation of the provisions of this subsection shall be punishable as an infraction in an amount not to exceed \$100. The Los Angeles Police Department has primary enforcement responsibility for this Ordinance.                                                                                                                                                | Operation of any lawn or garden tool (except portable gasoline engine powered blowers), or similar tool: 8:00 am to 8:00 pm on Monday through Friday or between 9:00 am to 6:00 pm on Saturday and Sunday. Portable electric powered blowers can be used between 9:00 am to 5:00 pm, seven days a week.                                                                                            | <a href="#">Los Altos: Prohibited Acts</a>                                    |
| Los Angeles, CA  | City of Malibu prohibits the use of leaf blowers, effective August 1, 2019.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | N/a                                                                                                                                                                                                                                                                                                                                                                                                | <a href="#">Los Angeles Gas Powered Leaf Blower Notice</a>                    |
| Malibu, CA       | When the use of leaf blowers is permitted, no more than one leaf blower may be operated at any time on property with an area of 5,000 square feet or less. No more than three leaf blowers shall be operated at any time on any property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | N/a                                                                                                                                                                                                                                                                                                                                                                                                | <a href="#">Malibu Leaf Blower Notice</a>                                     |
| Mamaroneck, NY   | Certified leaf blowers, or leaf blowers measured at 65 dB(a) or less at a distance of fifty feet by an independent laboratory per American National Standards Institute standard, as certified by the manufacturer, may be operated. Non-certified leaf blowers are prohibited. Electric blowers do not apply. Any person who uses or operates a leaf blower shall at all times use a full blower nozzle extension and earplugs. A person or entity in violation of the provisions shall be deemed guilty of an infraction and a written citation shall be issued and written notice shall be delivered or mailed to the property owner on which the violation occurred.                                                                                                                                                                                                                                                                                                                                                                                       | October 1 through May 14th from 8:00 am to 6:00 pm on weekdays and 10:00 am to 4:00 pm on Saturdays. Leaf blowers are prohibited on Sundays and holidays.                                                                                                                                                                                                                                          | <a href="#">Mamaroneck Noise Regulation</a>                                   |
| Menlo Park, CA   | The use of gasoline-powered leaf blowers is prohibited by the Mill Valley Municipal Code in an effort to minimize air and noise pollution. Violators could pay as much as \$500.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Mondays through Fridays from 8:00 am to 5:00 pm. Saturdays from 11 am to 3pm. Operation of leaf blowers is prohibited on Sundays, federal holidays, and on "Spare the Air" days as declared by the Bay Area Air Quality Management District.                                                                                                                                                       | <a href="#">Menlo Park Leaf Blower Ordinance</a>                              |
| Mill Valley, CA  | The Township of Montclair urges landscapers and residents to limit as much as possible their use of leaf blowers and other loud machines. The Township disseminated this message to landscapers working in the Township as broadly as possible.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/a                                                                                                                                                                                                                                                                                                                                                                                                | <a href="#">Mill Valley Gas Powered Leaf Blowers are Prohibited News Fla</a>  |
| Montclair, NJ    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | March 15th through May 15th and October 15th through December 15th                                                                                                                                                                                                                                                                                                                                 | <a href="#">Montclair Resolution Urging a Halt to the Use of Leaf Blowers</a> |
| New Rochelle, NY | Leaf blowers shall not be operated outside of the dates of operation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | October 1st through May 31st on weekends between 8:00 am and 5:00 pm, on Saturdays between 10:00 am to 5:00 pm, and on Sundays between 10:00 am and 5:00 pm.                                                                                                                                                                                                                                       | <a href="#">City of New Rochelle Unreasonable Noise</a>                       |
| Oyster Bay, NY   | Leaf blowers shall not be operated outside of the dates of operation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 8:00 am to 7:00 pm on weekdays and 9:00 am to 5:00 pm on weekends and national holidays.                                                                                                                                                                                                                                                                                                           | <a href="#">Town of Oyster Bay Prohibited Acts - Noise</a>                    |
| Palm Beach, FL   | Leaf blowers shall not exceed a decibel level of 65 dBA as measured at 50 feet from the point of operation. It shall be unlawful to blow trash or clippings into the public street or storm drains. No person shall operate any leaf blower which does not bear an affixed manufacturer's label indicating the model number of the leaf blower and designating a noise level not in excess of sixty-five dBA when measured from a distance of 50 feet. No person shall operate any leaf blower without attachment of all mufflers and full extension tubes supplied by the manufacturer for that leaf blower. No person shall operate any leaf blower powered by an internal combustion engine within any residential zone after July 1, 2005. Commercial operators of leaf blowers are prohibited from operating any leaf blower within the city if they do not prominently display a certificate approved by the Chief of Police verifying that the operator has been trained to operate leaf blowers according to standards adopted by the Chief of Police. | May 1st until the Monday preceding Thanksgiving from 8:00 am to 5:00 pm. Prohibited on Saturdays, Sundays, and legal holidays.                                                                                                                                                                                                                                                                     | <a href="#">Palm Beach Lawn Maintenance Ordinance</a>                         |
| Palo Alto, CA    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Residential zone:</b> Monday through Friday from 9:00 am to 5:00 pm and Saturday from 10:00 am to 4:00 pm. <b>Non-residential zone:</b> Monday through Friday from 8:00 am to 6:00 pm and Saturday from 10:00 am to 4:00 pm. Prohibited on Sundays and holidays. <b>Public streets, sidewalks, and parking lots in business districts and at the Municipal Golf Course:</b> 4:00 am to 8:00 am. | <a href="#">Palo Alto Noise Ordinance</a>                                     |
| Pelham, NY       | Lawn maintenance equipment powered by internal-combustion engines, including, but not limited to, lawn mowers and leaf blowers, shall not be operated in the Village, except during the hours of operation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | March 15th through April 30th, inclusive, and October 15th and December 15th, inclusive, of each calendar year on weekends between 8:00 am and 5:30 pm, Saturdays between 10:00 am and 5:00 pm, and Sundays and holidays between 12:00 pm and 4:00 pm.                                                                                                                                             | <a href="#">Village of Pelham Lawn Maintenance Equipment Ordinance</a>        |
| Portland, OR     | From March 1st through October 31st of each year, leaf blowers which are on the City's certified list of 65 dBA, or quieter, may be operated within the City of Portland. From November 1st through February 28th of each year, leaf blowers which are on the City's certified list of 70 dBA, or quieter, may be operated within the City of Portland. Leaf blowers that are on the certified list of 65 dBA, or quieter, may be operated within the City of Portland year round. <b>No ordinance for leaf blowers.</b> Any provision violating the provisions of the Noise Ordinance shall be fined in an amount not exceeding \$1000. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable. Complaints may be brought by the Portsmouth Police or the Building Inspector of the City of Portsmouth or his agent.                                                                                                                                                                       | <b>Residential zone:</b> 7:00 am to 7:00 pm. <b>Other zones:</b> 7:00 am to 9:00 pm. After 9:00pm and up to 7:00 am, blower operators must meet the permitted sound levels established in the noise code and based on the specific zoning.                                                                                                                                                         | <a href="#">City of Portland Leaf Blower Regulations</a>                      |
| Portsmouth, NH   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/a                                                                                                                                                                                                                                                                                                                                                                                                | <a href="#">City of Portsmouth Noise Ordinance</a>                            |
| Rye, NY          | Lawn mowers, leaf blowers, and outdoor vacuum cleaners shall have a permitted intensity of 85 db(A).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 8:00 am to 8:00 pm on weekdays and 10:00 am to 6:00 pm on weekends and holidays.                                                                                                                                                                                                                                                                                                                   | <a href="#">City of Rye Noise Ordinance</a>                                   |

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                          |                                                                               |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Santa Barbara, CA     | No person shall operate any leaf blower (gas, electric, or battery powered) within the City. A leaf blower is defined as any motorized tool (gas, electric, or battery powered) used to propel fallen leaves and debris for removal. Infractions will be punishable by substantial fines to property owners, property and landscape management companies, individual operators, and/or water customers.                                                                                                                                                         | N/a                                                                                                                                                                                                                                                                                                                                                                                      | <a href="#">City of Santa Barbara Leaf Blower Ban</a>                         |
| Santa Monica, CA      | No person shall operate any leaf blower (gas, electric, or battery powered) within the City. Violations can be reported using cell phone or online on City website, email, or telephone. Address, date, and time of day must be reported. Code Compliance staff (Planning Dept.) will promptly follow-up on all inquiries.                                                                                                                                                                                                                                      | N/a                                                                                                                                                                                                                                                                                                                                                                                      | <a href="#">Santa Monica Leaf Blower Ban</a>                                  |
| Sunnyvale, CA         | It is unlawful for any person to operate a leaf blower on private property in or adjacent to a residential area. Effective January 1, 2000, all leaf blowers operated in or adjacent to a residential area shall operate at or below a noise level of sixty-five dBA at a distance of fifty feet, as determined by a test conducted by the American National Standards Institute or an equivalent. The dBA rating shall be prominently displayed on the leaf blower.                                                                                            | 8:00 am to 8:00 pm                                                                                                                                                                                                                                                                                                                                                                       | <a href="#">Sunnyvale Municipal Code: Noise or Sound Level</a>                |
| Scottsdale, AR        | No person shall use a leaf blower to blow landscape waste into the public roadway                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | N/a                                                                                                                                                                                                                                                                                                                                                                                      | <a href="#">Scottsdale Municipal Code: Blowering landscape waste</a>          |
| Scarsdale, NY         | Effective 2021, it is unlawful for any person, firm, corporation, or other entity to operate a gasoline-powered blower in the Village outside the hours of operation. Electric or battery powered blowers are not subject to these restrictions. Commencing in 2022, and in each calendar year thereafter, it shall be unlawful for any person, firm, corporation, or other entity to operate a gasoline-powered blower in the Village during the period from January 1 through                                                                                 | <b>Calendar year 2021:</b> October 1st through December 31st on Mondays and Fridays, but not on federal holidays. <b>2022 and each calendar year thereafter:</b> October 1st through December 31st on Tuesday through Friday, but not on federal holidays.                                                                                                                               | <a href="#">Scarsdale Noise Local Law</a>                                     |
| Tampa, FL             | <b>No ordinance for leaf blowers. Provisions in the Noise Ordinance exempt sounds from blowers.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             | N/a                                                                                                                                                                                                                                                                                                                                                                                      | <a href="#">Tampa Noise Ordinance: Exemptions</a>                             |
| Tiburon, CA           | <b>Gas-powered leaf blowers:</b> Use prohibited in all residential areas. Use only permitted in non-residential areas during hours of operation. <b>Electrically-powered leaf blowers:</b> Permitted during residential and non-residential hours of operation.                                                                                                                                                                                                                                                                                                 | <b>Gas-powered leaf blowers in a non-residential area:</b> 9:00 am to 4:00 pm Monday through Friday, prohibited on holidays. <b>Electrically-powered leaf blowers in residential areas:</b> 9:00 am to 4:00 pm on any day, prohibited on holidays. <b>Electrically-powered leaf blowers in a non-residential area:</b> 9:00 am to 4:00 pm Monday through Friday, prohibited on holidays. | <a href="#">Town of Tiburon Leaf Blower and Hedge Trimmer Regulations</a>     |
| Toronto, CND          | No person shall emit or cause or permit the emission of sound from a power device outside of the hours of operation.                                                                                                                                                                                                                                                                                                                                                                                                                                            | 7:00 am to 7:00pm, Monday through Friday. 9:00 am to 7:00 pm on Saturdays, Sundays, and statutory holidays                                                                                                                                                                                                                                                                               | <a href="#">Toronto Municipal Code: Noise</a>                                 |
| Vancouver, BC         | A manufacturer's decal must be attached to the leaf blower that certifies it is less than 65 dBA. Noise concerns can be reported on the City's website.                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Less than 50 m from a residence:</b> Monday through Friday, 8:00 am to 6:00 pm; Saturday, 9:00 to 5:00 pm; prohibited on Sundays and holidays. <b>More than 50 m from a residence:</b> Monday through Friday, 7:00 am to 10:00 pm; Saturday, 7:00 am to 10:00 pm; Sundays and holidays, 10:00 am to 10:00pm.                                                                          | <a href="#">City of Vancouver: Leaf Blowers</a>                               |
| Westchester County, N | Gas-powered leaf blowers are prohibited. The Police Department and Public Works Department enforce this law via warnings to first time offenders and citations to repeat offenders.                                                                                                                                                                                                                                                                                                                                                                             | N/a                                                                                                                                                                                                                                                                                                                                                                                      | <a href="#">Belvedere Gas-Powered Leaf Blowers Notice</a>                     |
| West Hollywood, CA    | Gas-powered leaf blowers are prohibited. Electric leaf blowers are permitted. Noise complaint can be reported to the Department of Public Works or the Code Compliance Division.                                                                                                                                                                                                                                                                                                                                                                                | N/a                                                                                                                                                                                                                                                                                                                                                                                      | <a href="#">West Hollywood Noise Code Compliance Division</a>                 |
| White Plains, NY      | The use of gas-powered leaf blowers are allowed only during the Spring and Fall clean-up period. Gas-powered leaf blowers that produce a sound level greater than 70 dBA are prohibited.                                                                                                                                                                                                                                                                                                                                                                        | March 15th through May 15th and October 1st through December 15th. Monday through Friday from 8:00 am to 6:00 pm. Saturday, Sunday, and legal holidays from 10:00 am to 6:00 pm.                                                                                                                                                                                                         | <a href="#">City of White Plains Leaf Blower Ordinance</a>                    |
| Yonkers, NY           | Simultaneously operating more than one gas-powered leaf blower on property measuring 5,000 square feet or less is prohibited. Penalty may be a fine up to \$250. Violations are reported to the Department of Public Safety.                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                          |                                                                               |
|                       | Gas-powered leaf and garden blower is permitted during the hours of operation. During times of emergency caused by storm, the Commissioner of Public Works may declare a temporary moratorium on the operations of this provision.                                                                                                                                                                                                                                                                                                                              | October 1 through May 31st                                                                                                                                                                                                                                                                                                                                                               | <a href="#">City of Yonkers Leaves, Clippings and Grass Cuttings Code</a>     |
| State of California   | California will outlaw the sale of new gas-powered lawn mowers, leaf blowers and chain saws as early as 2024 under a new law signed by Gov. Gavin Newsom. The law requires all newly sold small-motor equipment primarily used for landscaping to be zero-emission — essentially to be battery-operated or plug-in — by that target date or as soon as the California Air Resources Board determined it is feasible. New portable gas-powered generators also must be zero-emission by 2028, which also could be delayed at the discretion of the state agency. | N/a                                                                                                                                                                                                                                                                                                                                                                                      | <a href="#">Los Angeles Times' Article California moves toward ban on gas</a> |



To: Brian O'Connell, Winnetka Police Department, Interim Chief of Police

cc: Rob Bahan, Village of Winnetka, Village Manager

From: Costa Kutulas, Director of Parks and Maintenance

Through: John Peterson, Executive Director

Date: June 1, 2023

Re: Gasoline Powered Leaf Blower Policy

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In April 2023, the Winnetka Park District ("Park District") staff learned of a Village of Winnetka ("Village") memorandum, "Gas-Powered Leaf Blower Policy", which includes a range of information, including recommendations, regarding the use of gasoline-powered leaf blowers. In addition to reading the memorandum, Park District staff also have watched the recording of the Village Council Study Session held April 11, 2023.

The Park District is respectful of the Village's consideration to evolve the Winnetka Village Code to restrict the use of gas-powered leaf blowers and generally supports the proposed leaf blower policy changes.

It is noted the referenced regional working group report includes a consideration of exemption for golf courses and park district property and to consult park districts and large land owners to determine if exemptions are appropriate or necessary, which is an important consideration given the Park District's parks and maintenance staff provides landscaping services for 26 parks, some of which are owned by the Village, and lawn mowing and leaf mulching for the Winnetka Public Schools District 36 properties.

Currently, the Park District uses twelve (12) gasoline-powered backpack leaf blowers, five (5) gasoline-powered handheld blowers, and two (2) handheld battery blowers. In addition, the Park District has several large gasoline-powered blowers for maintenance on the golf courses, driving range, and larger parks/sports fields and Green Bay Trail. Overall, the equipment is used to maintain more than 200 acres of park land, golf operations, planting beds, bluffs, boardwalks, beaches, woodland areas, sports fields, District 36 properties, and more.

Recognizing the Village's goal to evolve to greater use of electric-powered leaf blowers beginning 2024, which includes a nine (9) month ban of gasoline-powered blowers across all Village properties, the Park District staff proposes the following:



- Park District staff intends to transition to using electric-powered leaf blowers for lawn maintenance and beach maintenance in June, July, and August, while using gasoline-powered leaf blowers in April, May, September, October, and November as needed. The Park District's goal is to make this transition in 2024 for parks maintenance, recognizing it may require as much as a three-year transition depending on technology advancements for the electric blowers and approval by the Park Board to invest in new equipment. The proposed investment will be considered for the 2024 budget cycle.
- Spring clean-ups are required for nearly all park properties, as well as the additional properties which the Park District maintains for mowing and leaf mulching operations. To achieve all required spring clean-ups, the Park District requests additional time beyond the Village's proposed 30-day window. Due to the number of sites requiring spring clean-up, as well as the available staff/staff hours, it is nearly impossible to complete all spring clean-ups in April. Currently, park clean-ups linger into May, and occasionally June. Respectfully, the Park District requests a two-month window (April and May) to complete spring clean-ups. Once completed, the Park District will use electric-powered blowers for park service during the three summer months. With the summer transition to electric powered blowers as early as 2024, please be aware the standard of care might fluctuate, and additional labor might be required.
- Similar to spring clean-up, service requirements in the fall can be very challenging. Leaf mulching operations are based on timing (when the leaves drop) and how wet of a fall we have. The Park District requests the ability to use the gas-powered blowers for leaf mulching operations from September 1 to November 30. Given the referenced variables, staff commits to using gas-powered leaf blowers only as needed to complete the service requirements.
- A complete exemption is requested for golf course operations: two courses (the 18-hole course and the 9-hole course), the driving range, and practice facilities at 1300 Oak Street. This facility requires the use of gas-powered blowers throughout the season to provide the level of care necessary to maintain the facility to industry standards. Consideration of gas-powered and electric-powered blowers has been reviewed with Vince Juarez, Vice President of Operations for KemperSports, and Dave Groelle, Regional Agronomist for KemperSports [NOTE: The Park District contracted with KemperSports January 1, 2023 to December 31, 2027 to help manage this year's construction phase and critical grow-in phase for each course, and all service requirements in 2024-2027.]. Based on experience and expertise, it is KemperSports' and the Park District's position that a ban of gasoline-powered leaf blowers will cause very significant maintenance complications. The golf course maintenance staff needs to use gas-powered blowers to



maintain the acres of land mowed and maintained daily. Even with the current construction of the golf course, once the seeding is complete (September, 2023), there is a critically important period of time to maintain the course and successfully complete the grow-in process (late summer 2024) to ensure the course opens on time. Once re-opened, the course must be managed to the level of care expected by the community and the standards of the industry.

- Included is a letter from Vince Juarez, Vice President of Operations for KemperSports, with an overview of their option regarding the proposed 9-month ban of gas-powered blowers and the effect it would have on the operations of the course, both physically and financially (see attached).
- The Park District also requests an exemption for maintenance service required for the Skokie Playfield site. The Skokie Playfield is located adjacent to the golf course and is comprised of two fields, located west of Hibbard Road between Pine Street and Elm Street, and Little Duke Field, which is directly south of the Winnetka Ice Arena between Cherry Street and Oak Street. Both locations are revenue facilities that are heavily programmed for field rentals. Although the use of the blowers at the Skokie Playfield site is significantly less than the required daily use of blowers on golf properties, there is a need to use high-powered / high-volume blowers during mowing operations when the fields have higher-than-regular growing cycles (typically the spring and early summer).
- Staff plans to present this information to the Park District Board of Commissioners during the Park District's June or July board meeting.

On behalf of the Park District staff, thank you for considering the requests above, and we look forward to working together collaboratively to be part of the solution.

We look forward to further dialogue accordingly.





May 31, 2023

Costa Kutulas  
Director of Parks & Maintenance  
Winnetka Park District  
540 Hibbard Road  
Winnetka, Illinois  
60093

Dear Mr. Kutulas

Gas powered blowers are an essential tool in the daily maintenance of a golf course. These units are used every morning to clear surfaces such as greens, tees, and fairways in preparation for mowing. Cleaning these surfaces is very important because the height of cut at which they are maintained requires precise mowers. If these mowers mow anything other than grass it will damage them, and cause equipment wear and tear and also could damage the playing surfaces. All of which leads to expenses being incurred to repair equipment and turfgrass. These units are also widely used in the spring and fall for leaf debris that covers all areas of the course, not just greens, tees, and fairways. Not to mention in the event of a storm with wind damage that would need cleaning up. One cannot simply rake or even sweep bentgrass surfaces the way you can a driveway or bluegrass lawn. This would severely injure the turf causing poor playing conditions.

Unfortunately, there is not a viable battery powered option available as anything currently on the market does not produce the CFM's required to perform the task at hand on a golf course. It would also require an inordinate number of batteries as each battery would only last so long. This number of batteries and chargers would be very expensive.

In conclusion the inability to utilize gas powered blowers on a golf course would be very detrimental from a turf care and financial stand point. The cost of the equipment used to maintain a golf course is very expensive to repair and replace and in current times difficult to even find. The playing conditions would suffer greatly as turf health would not fare well and playability would be altered by surfaces not clear of debris.

We are asking for an exemption allowing the Winnetka Golf Club to continue the use of gas powered blowers for maintaining the grounds.

Sincerely,

A black rectangular box redacting the signature of Vince Juarez.

Vince Juarez  
KemperSports / Vice President Operations

Cc: John Peterson, Winnetka Park District, Executive Director  
Dave Groelle, Regional Agronomist  
Matt Johnson, General Manager Winnetka Golf Club  
Andrew Garner, Director of Agronomy, Winnetka Golf Club





## Agenda Item Executive Summary

**TITLE:** Resolution No. R-57-2023: Waiving Bidding and Approving the Purchase of Police Body Worn Cameras, Tasers, and Software from Axon Enterprises, Inc. (Adoption)

**PRESENTER:** Brian O'Connell

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**AGENDA DATE:** June 6, 2023

**CONSENT:** No

**ITEM TYPE:** Ordinances and Resolutions

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### ITEM HISTORY:

None

### EXECUTIVE SUMMARY:

The police department plans to purchase body worn cameras in 2023 in order to comply with the forthcoming mandates of the SAFE-T Act. While researching body worn camera vendor options, staff determined there is only one body camera vendor, Axon, that will meet our needs and fulfill our compatibility requirements with several outside entities. While Axon is not a sole-source vendor of body cameras, they are a sole-source vendor in body camera functionality related to our operations.

First and most importantly, our neighboring agencies who have already purchased body cameras (Wilmette and Glencoe) are using Axon cameras. As Winnetka officers often backup Wilmette and Glencoe officers and vice versa, being on the same camera system is an important factor for seamlessly capturing an incident. When one activated Axon camera is within a 100-foot range of another Axon camera, it will automatically trigger the other camera to turn on. This feature is especially important during a critical incident when stress levels are high and officers are focused on the event, not their cameras. This automatic activation between cameras reduces the risk of a camera being left off during an encounter in which it should have been turned on. Interagency compatibility is equally important with our larger network of NORTAF partners who are already using Axon.

The Axon body camera system is also set up to interface with the Tyler Technologies CAD system used by our dispatch center, Glenview Public Safety Dispatch Center (GPSDC). The interface is built to automatically tag videos with the appropriate incident number generated from CAD when the video times are matched to the call times. This saves personnel significant time as they do not need to manually tag their videos after the fact. Agencies within the GPSDC consortium already using Axon and the auto-tagging interface include Niles, Glenview, Highland Park, Wilmette, and Glencoe. If Winnetka decided to use any other body camera vendor, the interface would need to be built and tested before it could be used. Build costs for this interface on the Tyler Technologies side alone would be anywhere from \$12,000.00 - \$25,000.00, plus the build cost on the body camera vendor side.

Axon's body camera system automatically stores video in Evidence.com which is the cloud-based

platform currently being used for our taser storage. Evidence.com is also the sole storage platform used by the Cook County State's Attorney's Office for digital evidence. Other body camera vendors have their own digital evidence platforms, but they are not compatible with Evidence.com. Therefore, purchasing another system would require Winnetka personnel to download video from one digital evidence platform to then upload it to Evidence.com. With Axon cameras, the videos would be readily available to the State's Attorney's Office.

Finally, Axon is the sole source vendor for our tasers, which are also due for replacement this year. Axon body cameras are programmed with the tasers to automatically engage when a taser is activated. Other body camera systems will not do this. The quote provided by Axon is a bundle package that includes the purchase of both body cameras and tasers at a discounted cost.

For the above-listed reasons, staff recommends waiving competitive bidding for the purchase of body cameras and moving forward with the purchase of the Axon body camera system and tasers as outlined in the provided quote. The purchase price is within the amount budgeted in the capital plan for the next five years.

**RECOMMENDATION:**

Consider adoption of Resolution No. R-57-2023, Purchase of Body Worn Cameras and Tasers

**ATTACHMENTS:**

1. Resolution No. R-57-2023: Waiving Bidding and Approving the Purchase of Police Body Worn Cameras, Tasers, and Software from Axon Enterprises, Inc

**RESOLUTION NO. R-57-2023**

**A RESOLUTION WAIVING BIDDING AND APPROVING THE PURCHASE OF  
POLICE BODY WORN CAMERAS, TASERS, AND SOFTWARE  
FROM AXON ENTERPRISES, INC.**

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

**WHEREAS**, Village Police Department has identified the need to purchase body cameras, tasers, and related software for use by designated personnel in the course of their duties and in compliance with applicable law (collectively "***Equipment and Software***"); and

**WHEREAS**, the Police Department has researched Equipment and Software vendors and determined that Axon Enterprises Inc. ("***Vendor***") offers the only Equipment and Software package that compatible with the Village's current software and software and equipment used by the partner agencies the Police Department routinely works with; and

**WHEREAS**, the Village received a proposal from Vendor to provide the Equipment and Software for a period of five years for an amount not to exceed \$321,372,20 pursuant to an agreement ("***Agreement***"); and

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

**WHEREAS**, the Vendor is the sole source vendor for the Equipment and Software that meets the Village's needs; and

**WHEREAS**, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Agreement with 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 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 Equipment and Software.

**June 6, 2023**

**R-57-2023**

**SECTION 3: APPROVAL OF AGREEMENT.** The Village Council approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

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

**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 6<sup>th</sup> day of June, 2023, pursuant to the following roll call vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

Signed

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk

**June 6, 2023**

**R-57-2023**

## **EXHIBIT A**

**June 6, 2023**

**R-57-2023**



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

**Q-458629-45049.927MM**

Issued: 05/03/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 08/01/2023

Account Number: 315174

Payment Terms: N30

Delivery Method:

| SHIP TO                                                                                              | BILL TO                                                                                             |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Business;Delivery;Invoice-410 Green Bay Rd<br><br>410 Green Bay Rd<br>Winnetka, IL 60093-2528<br>USA | Winnetka Police Department - IL<br><br>410 Green Bay Rd<br>Winnetka, IL 60093-2528<br>USA<br>Email: |

| SALES REPRESENTATIVE                                                                        | PRIMARY CONTACT                                                                                  |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Matthew Moore<br><br>Phone: (480) 905-2068<br>Email: mmoore@axon.com<br>Fax: (480) 905-2068 | James O'Neill<br><br>Phone: (847) 716-3403<br>Email: joneill@winnetka.org<br>Fax: (847) 501-6042 |

## Quote Summary

|                               |                     |
|-------------------------------|---------------------|
| Program Length                | 60 Months           |
| <b>TOTAL COST</b>             | <b>\$321,372.20</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$321,372.20</b> |

## Discount Summary

|                          |                    |
|--------------------------|--------------------|
| Average Savings Per Year | \$14,742.75        |
| <b>TOTAL SAVINGS</b>     | <b>\$73,713.77</b> |

## Payment Summary

| Date         | Subtotal            | Tax           | Total               |
|--------------|---------------------|---------------|---------------------|
| Jul 2023     | \$64,274.52         | \$0.00        | \$64,274.52         |
| Jul 2024     | \$64,274.42         | \$0.00        | \$64,274.42         |
| Jul 2025     | \$64,274.42         | \$0.00        | \$64,274.42         |
| Jul 2026     | \$64,274.42         | \$0.00        | \$64,274.42         |
| Jul 2027     | \$64,274.42         | \$0.00        | \$64,274.42         |
| <b>Total</b> | <b>\$321,372.20</b> | <b>\$0.00</b> | <b>\$321,372.20</b> |

|                        |              |
|------------------------|--------------|
| Quote Unbundled Price: | \$395,085.97 |
| Quote List Price:      | \$349,950.97 |
| Quote Subtotal:        | \$321,372.20 |

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item                         | Description                                                  | Qty | Term | Unbundled | List Price | Net Price  | Subtotal            | Tax           | Total               |
|------------------------------|--------------------------------------------------------------|-----|------|-----------|------------|------------|---------------------|---------------|---------------------|
| <b>Program</b>               |                                                              |     |      |           |            |            |                     |               |                     |
| CoreBundle                   | Core Bundle                                                  | 28  | 60   | \$205.82  | \$179.00   | \$167.22   | \$280,929.60        | \$0.00        | \$280,929.60        |
| BWCamTAP                     | Body Worn Camera TAP Bundle                                  | 1   | 60   | \$33.79   | \$32.50    | \$0.00     | \$0.00              | \$0.00        | \$0.00              |
| <b>A la Carte Hardware</b>   |                                                              |     |      |           |            |            |                     |               |                     |
| 20008                        | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 1   |      |           | \$1,960.00 | \$0.00     | \$0.00              | \$0.00        | \$0.00              |
| AB3C                         | AB3 Camera Bundle                                            | 28  |      |           | \$749.00   | \$749.00   | \$20,972.00         | \$0.00        | \$20,972.00         |
| AB3MBD                       | AB3 Multi Bay Dock Bundle                                    | 4   |      |           | \$1,638.90 | \$1,638.90 | \$6,555.60          | \$0.00        | \$6,555.60          |
| AB3C                         | AB3 Camera Bundle                                            | 1   |      |           | \$749.00   | \$0.00     | \$0.00              | \$0.00        | \$0.00              |
| <b>A la Carte Software</b>   |                                                              |     |      |           |            |            |                     |               |                     |
| 73478                        | REDACTION ASSISTANT USER LICENSE                             | 28  | 60   |           | \$9.00     | \$6.75     | \$11,340.00         | \$0.00        | \$11,340.00         |
| <b>A la Carte Services</b>   |                                                              |     |      |           |            |            |                     |               |                     |
| 80146                        | VIRTUAL BODYCAM STARTER                                      | 1   |      |           | \$1,575.00 | \$1,575.00 | \$1,575.00          | \$0.00        | \$1,575.00          |
| <b>A la Carte Warranties</b> |                                                              |     |      |           |            |            |                     |               |                     |
| 80395                        | EXT WARRANTY, TASER 7 HANDLE                                 | 1   | 49   |           | \$7.13     | \$0.00     | \$0.00              | \$0.00        | \$0.00              |
| <b>Total</b>                 |                                                              |     |      |           |            |            | <b>\$321,372.20</b> | <b>\$0.00</b> | <b>\$321,372.20</b> |

## Delivery Schedule

### Hardware

| Bundle                      | Item  | Description                                                  | QTY | Estimated Delivery Date |
|-----------------------------|-------|--------------------------------------------------------------|-----|-------------------------|
| AB3 Camera Bundle           | 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2                       | 31  | 07/01/2023              |
| AB3 Camera Bundle           | 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2                       | 2   | 07/01/2023              |
| AB3 Camera Bundle           | 71026 | MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK                 | 31  | 07/01/2023              |
| AB3 Camera Bundle           | 73202 | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK                    | 28  | 07/01/2023              |
| AB3 Camera Bundle           | 73202 | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK                    | 1   | 07/01/2023              |
| AB3 Camera Bundle           | 74020 | MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK                       | 2   | 07/01/2023              |
| AB3 Multi Bay Dock Bundle   | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  | 4   | 07/01/2023              |
| AB3 Multi Bay Dock Bundle   | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK  | 4   | 07/01/2023              |
| AB3 Multi Bay Dock Bundle   | 74210 | AXON BODY 3 - 8 BAY DOCK                                     | 4   | 07/01/2023              |
| Core Bundle                 | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 28  | 07/01/2023              |
| Core Bundle                 | 20018 | TASER 7 BATTERY PACK, TACTICAL                               | 33  | 07/01/2023              |
| Core Bundle                 | 20160 | TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER                | 28  | 07/01/2023              |
| Core Bundle                 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 84  | 07/01/2023              |
| Core Bundle                 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 56  | 07/01/2023              |
| Core Bundle                 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 84  | 07/01/2023              |
| Core Bundle                 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 56  | 07/01/2023              |
| Core Bundle                 | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS      | 56  | 07/01/2023              |
| Core Bundle                 | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS   | 56  | 07/01/2023              |
| Core Bundle                 | 22179 | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS            | 28  | 07/01/2023              |
| Core Bundle                 | 22181 | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS       | 28  | 07/01/2023              |
| Core Bundle                 | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  | 1   | 07/01/2023              |
| Core Bundle                 | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK  | 1   | 07/01/2023              |
| Core Bundle                 | 71044 | BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK                  | 56  | 07/01/2023              |
| Core Bundle                 | 74200 | TASER 7 6-BAY DOCK AND CORE                                  | 1   | 07/01/2023              |
| Core Bundle                 | 75015 | SIGNAL SIDEARM KIT                                           | 28  | 07/01/2023              |
| Core Bundle                 | 80087 | TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)        | 1   | 07/01/2023              |
| Core Bundle                 | 80090 | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7       | 1   | 07/01/2023              |
| A la Carte                  | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 1   | 07/01/2023              |
| Core Bundle                 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 56  | 07/01/2024              |
| Core Bundle                 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 56  | 07/01/2024              |
| Core Bundle                 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 56  | 07/01/2025              |
| Core Bundle                 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 56  | 07/01/2025              |
| Core Bundle                 | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS      | 56  | 07/01/2025              |
| Core Bundle                 | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS   | 56  | 07/01/2025              |
| Body Worn Camera TAP Bundle | 73309 | AXON CAMERA REFRESH ONE                                      | 1   | 01/01/2026              |
| Core Bundle                 | 73309 | AXON CAMERA REFRESH ONE                                      | 28  | 01/01/2026              |
| Core Bundle                 | 73689 | MULTI-BAY BWC DOCK 1ST REFRESH                               | 4   | 01/01/2026              |
| Core Bundle                 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 56  | 07/01/2026              |
| Core Bundle                 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 56  | 07/01/2026              |
| Core Bundle                 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 56  | 07/01/2027              |



## Hardware

| Bundle                      | Item  | Description                                           | QTY | Estimated Delivery Date |
|-----------------------------|-------|-------------------------------------------------------|-----|-------------------------|
| Core Bundle                 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 56  | 07/01/2027              |
| Body Worn Camera TAP Bundle | 73310 | AXON CAMERA REFRESH TWO                               | 1   | 07/01/2028              |
| Core Bundle                 | 73310 | AXON CAMERA REFRESH TWO                               | 28  | 07/01/2028              |
| Core Bundle                 | 73688 | MULTI-BAY BWC DOCK 2ND REFRESH                        | 4   | 07/01/2028              |

## Software

| Bundle      | Item  | Description                                | QTY | Estimated Start Date | Estimated End Date |
|-------------|-------|--------------------------------------------|-----|----------------------|--------------------|
| Core Bundle | 20248 | TASER 7 EVIDENCE.COM LICENSE               | 28  | 08/01/2023           | 07/31/2028         |
| Core Bundle | 20248 | TASER 7 EVIDENCE.COM LICENSE               | 1   | 08/01/2023           | 07/31/2028         |
| Core Bundle | 73449 | RESPOND DEVICE LICENSE                     | 28  | 08/01/2023           | 07/31/2028         |
| Core Bundle | 73682 | AUTO TAGGING LICENSE                       | 28  | 08/01/2023           | 07/31/2028         |
| Core Bundle | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE       | 84  | 08/01/2023           | 07/31/2028         |
| Core Bundle | 73686 | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE | 28  | 08/01/2023           | 07/31/2028         |
| Core Bundle | 73746 | PROFESSIONAL EVIDENCE.COM LICENSE          | 28  | 08/01/2023           | 07/31/2028         |
| A la Carte  | 73478 | REDACTION ASSISTANT USER LICENSE           | 28  | 08/01/2023           | 07/31/2028         |

## Services

| Bundle      | Item  | Description                                       | QTY |
|-------------|-------|---------------------------------------------------|-----|
| Core Bundle | 20246 | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM | 28  |
| Core Bundle | 79999 | AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE | 1   |
| A la Carte  | 80146 | VIRTUAL BODYCAM STARTER                           | 1   |

## Warranties

| Bundle                      | Item  | Description                        | QTY | Estimated Start Date | Estimated End Date |
|-----------------------------|-------|------------------------------------|-----|----------------------|--------------------|
| Core Bundle                 | 80464 | EXT WARRANTY, CAMERA (TAP)         | 28  | 08/01/2023           | 07/31/2028         |
| Body Worn Camera TAP Bundle | 80464 | EXT WARRANTY, CAMERA (TAP)         | 1   | 07/01/2024           | 07/31/2028         |
| Core Bundle                 | 80374 | EXT WARRANTY, TASER 7 BATTERY PACK | 33  | 07/01/2024           | 07/31/2028         |
| Core Bundle                 | 80395 | EXT WARRANTY, TASER 7 HANDLE       | 28  | 07/01/2024           | 07/31/2028         |
| Core Bundle                 | 80396 | EXT WARRANTY, TASER 7 SIX BAY DOCK | 1   | 07/01/2024           | 07/31/2028         |
| Core Bundle                 | 80465 | EXT WARRANTY, MULTI-BAY DOCK (TAP) | 4   | 07/01/2024           | 07/31/2028         |
| A la Carte                  | 80395 | EXT WARRANTY, TASER 7 HANDLE       | 1   | 07/01/2024           | 07/31/2028         |

## Payment Details

### Jul 2023

| Invoice Plan | Item       | Description                                                  | Qty | Subtotal           | Tax           | Total              |
|--------------|------------|--------------------------------------------------------------|-----|--------------------|---------------|--------------------|
| Year 1       | 20008      | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 1       | 73478      | REDACTION ASSISTANT USER LICENSE                             | 28  | \$2,268.00         | \$0.00        | \$2,268.00         |
| Year 1       | 80146      | VIRTUAL BODYCAM STARTER                                      | 1   | \$315.00           | \$0.00        | \$315.00           |
| Year 1       | 80395      | EXT WARRANTY, TASER 7 HANDLE                                 | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 1       | AB3C       | AB3 Camera Bundle                                            | 28  | \$4,194.40         | \$0.00        | \$4,194.40         |
| Year 1       | AB3C       | AB3 Camera Bundle                                            | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 1       | AB3MBD     | AB3 Multi Bay Dock Bundle                                    | 4   | \$1,311.12         | \$0.00        | \$1,311.12         |
| Year 1       | BWCamTAP   | Body Worn Camera TAP Bundle                                  | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 1       | CoreBundle | Core Bundle                                                  | 28  | \$56,186.00        | \$0.00        | \$56,186.00        |
| <b>Total</b> |            |                                                              |     | <b>\$64,274.52</b> | <b>\$0.00</b> | <b>\$64,274.52</b> |

### Jul 2024

| Invoice Plan | Item       | Description                                                  | Qty | Subtotal           | Tax           | Total              |
|--------------|------------|--------------------------------------------------------------|-----|--------------------|---------------|--------------------|
| Year 2       | 20008      | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 2       | 73478      | REDACTION ASSISTANT USER LICENSE                             | 28  | \$2,268.00         | \$0.00        | \$2,268.00         |
| Year 2       | 80146      | VIRTUAL BODYCAM STARTER                                      | 1   | \$315.00           | \$0.00        | \$315.00           |
| Year 2       | 80395      | EXT WARRANTY, TASER 7 HANDLE                                 | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 2       | AB3C       | AB3 Camera Bundle                                            | 28  | \$4,194.40         | \$0.00        | \$4,194.40         |
| Year 2       | AB3C       | AB3 Camera Bundle                                            | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 2       | AB3MBD     | AB3 Multi Bay Dock Bundle                                    | 4   | \$1,311.12         | \$0.00        | \$1,311.12         |
| Year 2       | BWCamTAP   | Body Worn Camera TAP Bundle                                  | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 2       | CoreBundle | Core Bundle                                                  | 28  | \$56,185.90        | \$0.00        | \$56,185.90        |
| <b>Total</b> |            |                                                              |     | <b>\$64,274.42</b> | <b>\$0.00</b> | <b>\$64,274.42</b> |

### Jul 2025

| Invoice Plan | Item       | Description                                                  | Qty | Subtotal           | Tax           | Total              |
|--------------|------------|--------------------------------------------------------------|-----|--------------------|---------------|--------------------|
| Year 3       | 20008      | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 3       | 73478      | REDACTION ASSISTANT USER LICENSE                             | 28  | \$2,268.00         | \$0.00        | \$2,268.00         |
| Year 3       | 80146      | VIRTUAL BODYCAM STARTER                                      | 1   | \$315.00           | \$0.00        | \$315.00           |
| Year 3       | 80395      | EXT WARRANTY, TASER 7 HANDLE                                 | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 3       | AB3C       | AB3 Camera Bundle                                            | 28  | \$4,194.40         | \$0.00        | \$4,194.40         |
| Year 3       | AB3C       | AB3 Camera Bundle                                            | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 3       | AB3MBD     | AB3 Multi Bay Dock Bundle                                    | 4   | \$1,311.12         | \$0.00        | \$1,311.12         |
| Year 3       | BWCamTAP   | Body Worn Camera TAP Bundle                                  | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 3       | CoreBundle | Core Bundle                                                  | 28  | \$56,185.90        | \$0.00        | \$56,185.90        |
| <b>Total</b> |            |                                                              |     | <b>\$64,274.42</b> | <b>\$0.00</b> | <b>\$64,274.42</b> |

### Jul 2026

| Invoice Plan | Item  | Description                                                  | Qty | Subtotal   | Tax    | Total      |
|--------------|-------|--------------------------------------------------------------|-----|------------|--------|------------|
| Year 4       | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 1   | \$0.00     | \$0.00 | \$0.00     |
| Year 4       | 73478 | REDACTION ASSISTANT USER LICENSE                             | 28  | \$2,268.00 | \$0.00 | \$2,268.00 |

| Jul 2026     |            |                              |     |                    |               |                    |
|--------------|------------|------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item       | Description                  | Qty | Subtotal           | Tax           | Total              |
| Year 4       | 80146      | VIRTUAL BODYCAM STARTER      | 1   | \$315.00           | \$0.00        | \$315.00           |
| Year 4       | 80395      | EXT WARRANTY, TASER 7 HANDLE | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 4       | AB3C       | AB3 Camera Bundle            | 28  | \$4,194.40         | \$0.00        | \$4,194.40         |
| Year 4       | AB3C       | AB3 Camera Bundle            | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 4       | AB3MBD     | AB3 Multi Bay Dock Bundle    | 4   | \$1,311.12         | \$0.00        | \$1,311.12         |
| Year 4       | BWCamTAP   | Body Worn Camera TAP Bundle  | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 4       | CoreBundle | Core Bundle                  | 28  | \$56,185.90        | \$0.00        | \$56,185.90        |
| <b>Total</b> |            |                              |     | <b>\$64,274.42</b> | <b>\$0.00</b> | <b>\$64,274.42</b> |

| Jul 2027     |            |                                                              |     |                    |               |                    |
|--------------|------------|--------------------------------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item       | Description                                                  | Qty | Subtotal           | Tax           | Total              |
| Year 5       | 20008      | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 5       | 73478      | REDACTION ASSISTANT USER LICENSE                             | 28  | \$2,268.00         | \$0.00        | \$2,268.00         |
| Year 5       | 80146      | VIRTUAL BODYCAM STARTER                                      | 1   | \$315.00           | \$0.00        | \$315.00           |
| Year 5       | 80395      | EXT WARRANTY, TASER 7 HANDLE                                 | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 5       | AB3C       | AB3 Camera Bundle                                            | 28  | \$4,194.40         | \$0.00        | \$4,194.40         |
| Year 5       | AB3C       | AB3 Camera Bundle                                            | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 5       | AB3MBD     | AB3 Multi Bay Dock Bundle                                    | 4   | \$1,311.12         | \$0.00        | \$1,311.12         |
| Year 5       | BWCamTAP   | Body Worn Camera TAP Bundle                                  | 1   | \$0.00             | \$0.00        | \$0.00             |
| Year 5       | CoreBundle | Core Bundle                                                  | 28  | \$56,185.90        | \$0.00        | \$56,185.90        |
| <b>Total</b> |            |                                                              |     | <b>\$64,274.42</b> | <b>\$0.00</b> | <b>\$64,274.42</b> |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

5/3/2023

