



Village of Winnetka

Village Council Regular Meeting

June 20, 2023 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. Thursday, July 6, 2023 Regular Meeting
 - b. July 11, 2023 Study Session
 - c. July 18, 2023 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 16, 2023 Regular Meeting
 - b. Approval of Warrant List Dated May 19, 2023 - June 1, 2023
 - c. Ordinance No. MC-06-2023: Amending the Winnetka Village Code Concerning the Use and Licensing of Leaf Blowers (Adoption)
 - d. Resolution No. R-62-2023: Waiving Bidding and Approving an Agreement with Baxter & Woodman for Surveying and CADD Services for the 2024 Street Rehabilitation and Public Improvement Project (Adoption)
 - e. Resolution No. R-63-2023: Awarding a Contract to Alpha Building Maintenance Services, Inc. for Custodial Services (Adoption)
 - f. Resolution No. R-64-2023: Approving an Agreement with B&B Holiday Decorating, LLC for Installation and Removal of Holiday Lighting on Public Trees (Adoption)
8. **Ordinances and Resolutions**
9. **Old Business**

NOTICE

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

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

10. New Business

- a. Chase Bank, 791 Elm Street - Planned Development Concept Plan Review

11. Appointments

- a. Appointment of Design Review Board Chairperson
- b. Appointment of Planned Development Commission Members

12. Closed Session

13. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
May 16, 2023**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Monday, May 16, 2023, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Robert Dearborn, Kim Handler and Bridget Orsic. Absent: None. Also present: Deputy Village Clerk Berina Gradjan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Community Development Director David Schoon, and approximately 15 persons in the audience.
- 2) Pledge of Allegiance. Trustee Dalman led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) June 6, 2023 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Orsic.
 - b) June 13, 2023 Study Session All of the Council members present said they expect to attend.
 - c) June 20, 2023 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Jeffrey Liss addresses Council on matters related to Independence Day.
 - ii. Susan Schreiber addresses Council on matters related to Memorial Day.
 - iii. Colleen Root addresses Council on the East Winnetka Stormwater Management Plan, jurisdiction related to the Lakefront, and on matters related to the Army Corps of Engineers programs.
 - iv. Ted Wynnnychenko addresses Council on matters related to lakefront regulations.
 - v. Alexandra Beagles addresses Council regarding concerns pertaining to the lakefront.
 - vi. Katie Stevens addresses Council on matters related to stormwater and lakefront concerns.
- 5) Reports:
 - a) Trustees.
 - i. Trustee Dearborn commends the Elrod Friedman seminar.
 - b) Attorney. None.
 - c) Manager. None.

d) Village President.

i. President Rintz provides a statement related to the Park District planned improvements at Elder and Centennial Park and the east side stormwater mitigations. President Rintz confirms Village plans and initiatives regarding stormwater and states that any funds allocated will be thoroughly vetted through the annual budget process. Before any taxpayer money is utilized, it will be discussed with the public and the Village will work diligently to take the best possible course of action.

6) Establishment of the Consent Agenda.

Trustee Dalman, seconded by Trustee Apatoff, moved to approve the Consent Agenda. By voice vote, the motion carried.

7) Approval of the Consent Agenda

a) Approval of Village Council Minutes.

i) May 2, 2023 Regular Meeting

b) Approval of Warrant List dated April 21, 2023 – May 4, 2023 in the amount of \$2,719,788.94.

c) Resolution No. R-53-2023: Awarding a Contract to Scientel Solutions, LLC for Upgrade and Expansion of the Village's Security and Door System (Adoption)

d) Resolution No. R-54-2023: Approving an Amendment to an Intergovernmental Agreement with the Winnetka Park District Related to the North of Willow Road Stormwater Project (Adoption)

e) Resolution No. No. R-55-2023: Approving a Contract with Hoerr Construction, Inc. for Sewer Relining Work (Adoption)

f) Resolution No. No. R-56-2023: Approving a Contract with American Underground Inc. for Sanitary Sewer Inspection Services (Adoption)

g) Approval of Additional Annual Outdoor Seating Area Permits (Adoption)

Trustee Dalman, seconded by Trustee Apatoff, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes:

Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

8) Ordinances and Resolutions.

a) Ordinance No. M-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 (Introduction)

Community Development Director David Schoon addresses Council regarding a request for the construction of a new mixed-use four-story building within the C-2 General Retail Commercial Zoning District consisting of residential units and commercial space.

The applicant intends to demolish the existing building and redevelop the four-story building consisting of a ground-floor commercial unit occupied by Engel & Volkers, an

enclosed parking garage accommodating two vehicles, and residential units on the second, third, and fourth floor. David Schoon provides additional information related to the proposed floor plans, exterior renderings, variations, advisory board approvals, and the applicant attorney, Cal Bernstein, addresses Council on the proposed changes due to economic impacts.

Council discusses matters related to parking concerns, use of a parking lift, alternatives to lease parking, concerns related to the lack of elevators, and projected rent.

Public Comment

i. Jeffrey Liss indicated his support regarding residential rental units and addresses Council on concerns related to parking.

Village Attorney Ben Schuster advises on legal matters relating to the evaluation of applications.

Council addresses matters related to parking permits, enforcement measures, and various parking options for residents and commuters.

Trustee Orsic, seconded by Trustee Dalman, moved to introduction of Ordinance No. M-08-2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, and Orsic. Nays: Trustee Dearborn. Absent: None.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session: None.

13) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:45 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated May 19, 2023 - June 1, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: June 20, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated May 19, 2023 - June 1, 2023

RECOMMENDATION:

Consider Approving the Warrant List Dated May 19, 2023 - June 1, 2023

ATTACHMENTS:

None



Agenda Item Executive Summary

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

PRESENTER: Brian O'Connell

AGENDA DATE: June 20, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

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.

June 6, 2023: Introduction of Ordinance No. MC-06-2023 amending the Winnetka Village Code concerning the use and licensing of leaf blowers.

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.

At the Village Council meeting on June 6th, 2023 staff introduced Ordinance No. MC-06-2023 as prepared by the Village Attorney. Winnetka Park District staff was present and requested consideration for exemptions for Park District owned or maintained properties. With the considerations presented by the Winnetka Park District staff, the Village Council recommended including a full exemption to the gas-powered leaf blower ban until January 1, 2028 for the golf courses and playfields. An additional recommendation included granting the Village Manager authority to extend permitted usage periods during the months of May and September.

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 publicly-owned properties except the golf courses and publicly-owned playfields until January 1, 2028; 3.) Grant the Village Manager authority to extend permitted usage periods during the months of May and September; and 4.) Implement an annual licensing requirement for landscaping companies.

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 adoption of Ordinance No. MC-06-2023: Amending the Winnetka Village Code regarding the use and licensing of gas-powered leaf blowers.

ATTACHMENTS:

1. Ordinance No. MC-06-2023: Amending the Winnetka Village Code Concerning the Use and Licensing of Leaf Blowers
2. April 11, 2023 Memorandum: Gas-Powered Leaf Blower Policy
3. Regional Leaf Blower Working Group Final Report
4. June 1, 2023 Winnetka Park District Leaf Blowers Letter
5. May 31, 2023 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 the Village Manager may, in their sole and absolute discretion, postpone or extend these limited permitted usage periods during the months of May and September.** ~~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.~~
- iv. **Notwithstanding anything to the contrary, this subsection shall not apply to lawn maintenance activities conducted on golf courses and publicly-owned playfields until January 1, 2028.**
- b. **The use of a 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

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

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.

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]

PASSED this 20 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

MEMORANDUM

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

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/>)¹, 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

¹ 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 (CO₂)*
- *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:

Conventional Use (Highly manicured lawn)		Transitional Use (Less formal aesthetic)		Ecological (Ecological aesthetic)	
Battery	Gas	Battery	Gas	Battery	Gas
\$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

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 back¹





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)

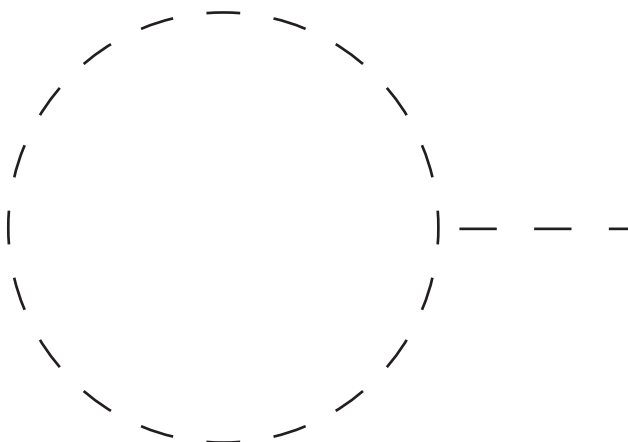
Variable area for
Village seal

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)

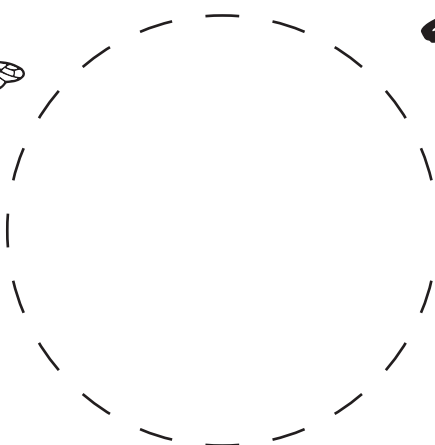
**in this area. Your lawn care
service has been observed
violating this ban at**

_____ (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?



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.

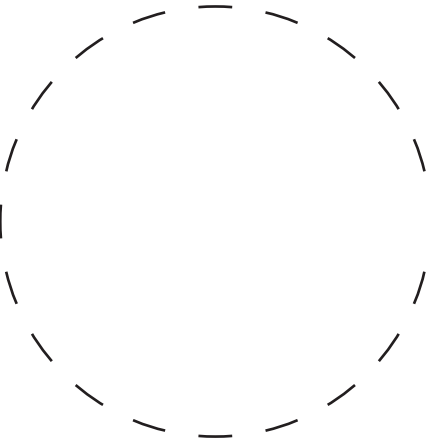
The use of leaf blowers eliminates essential habitat, harms soil health and leads to erosion and stormwater runoff.



(Variable copy area for sponsor info)

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

(date) to (date)



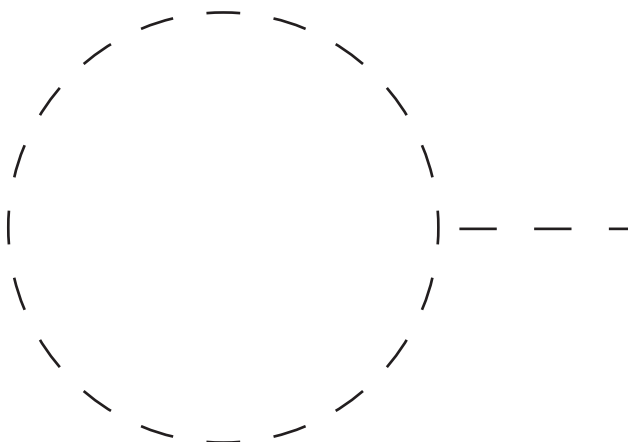
Please help get the word out to any crews in your area. Violations can be reported to this non-emergency number:

(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

1120 Connecticut Avenue NW
 Washington DC 20036
 United States of America
www.arup.com

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
 Geoffrey Sparks

Date

July 16, 2018

Subject **Bill No. B22.234, the Leaf Blower Regulation Amendment Act of 2017 -
 Written Statement by Arup**

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

Technical Note

261937-00

July 16, 2018

2 Sound Testing Methodology

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.

Technical Note

261937-00

July 16, 2018

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.

Technical Note

261937-00

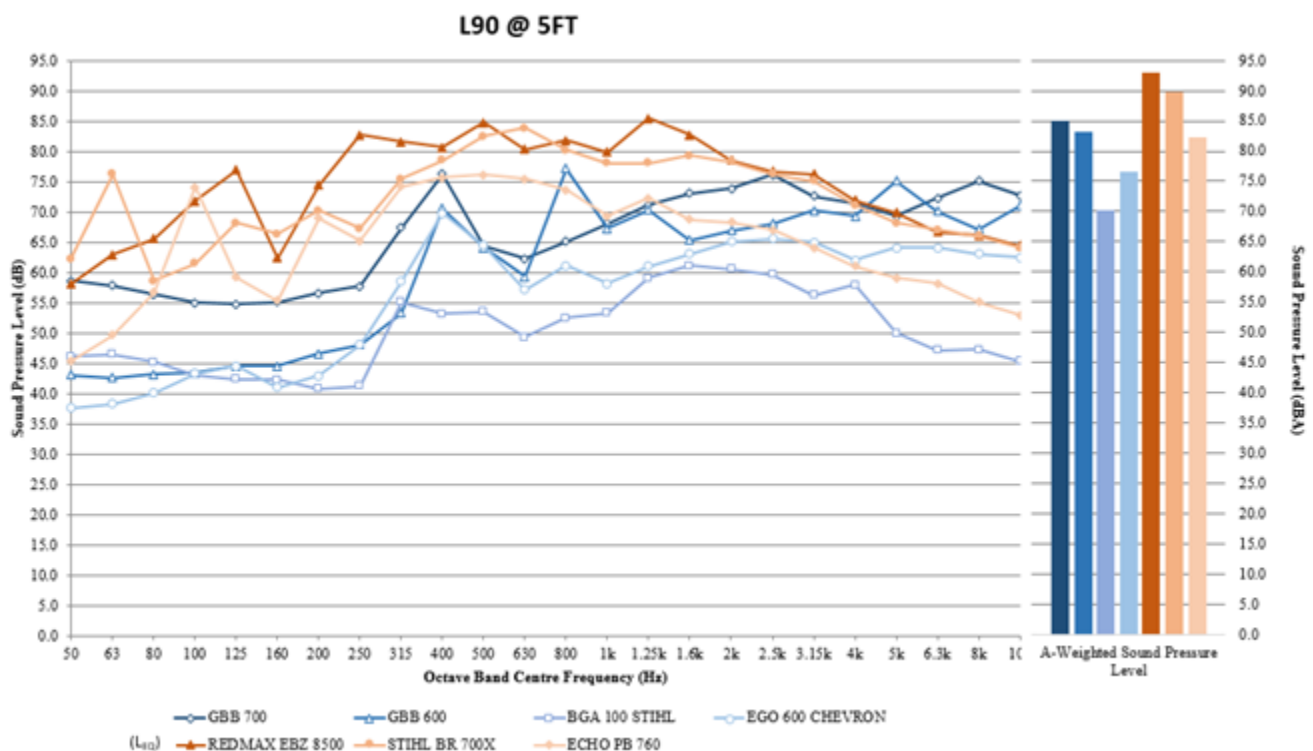
July 16, 2018

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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261937-00 July 16, 2018

Figure 2: Sound Pressure Levels measured at 50 feet

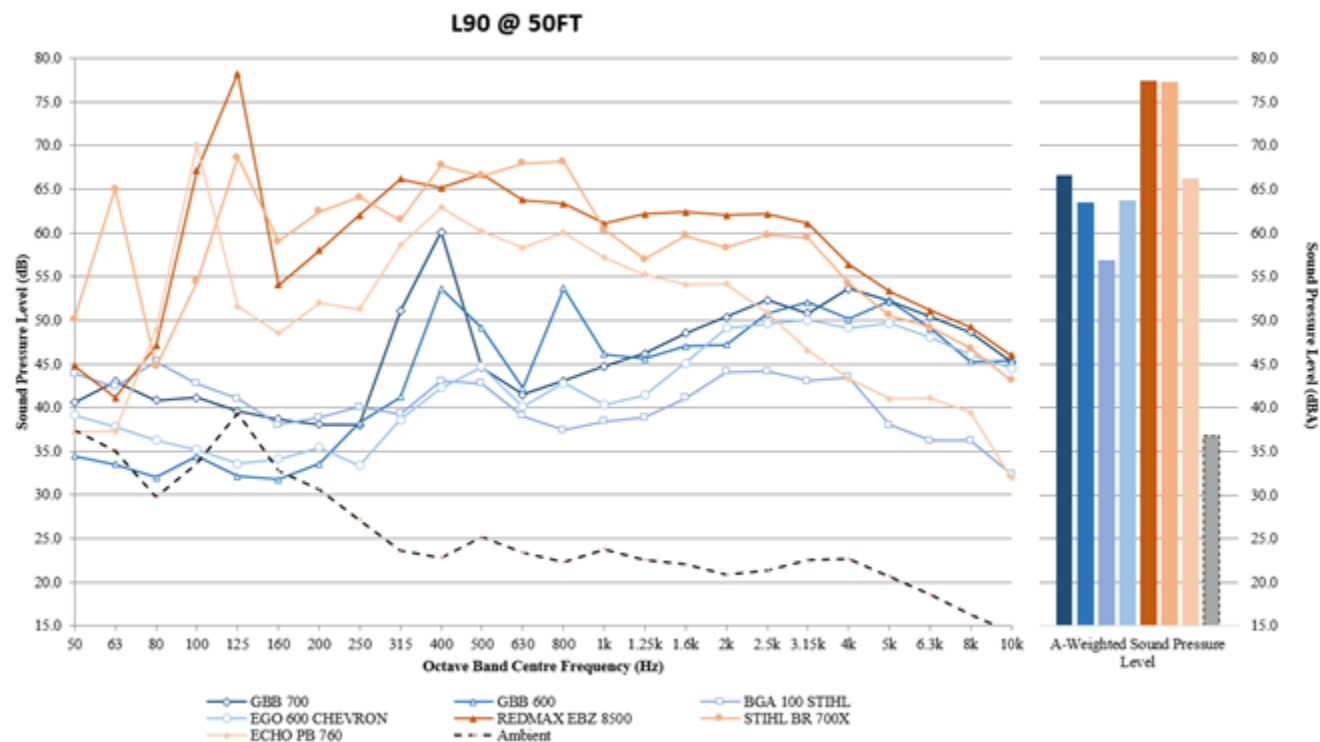
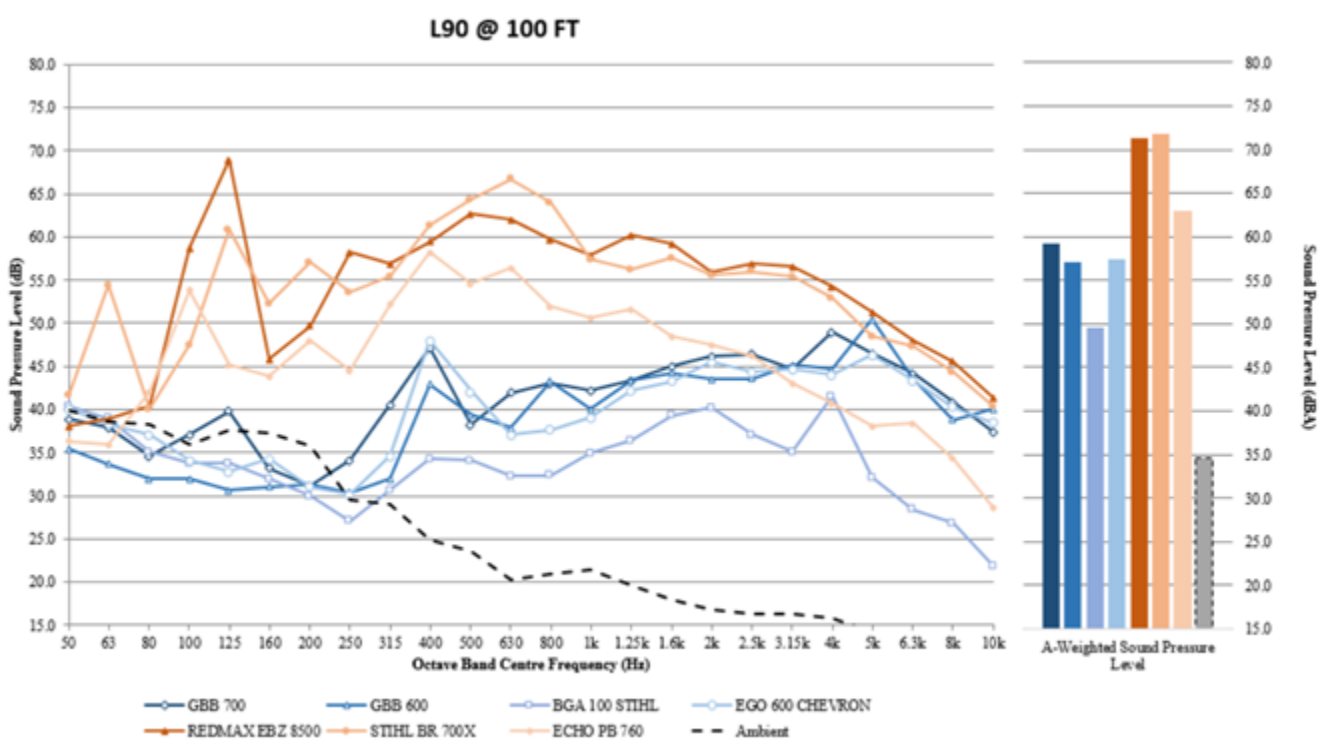


Figure 3: Sound Pressure Levels measured at 100 feet



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261937-00 July 16, 2018

Figure 4: Sound Pressure Levels measured at 200 feet

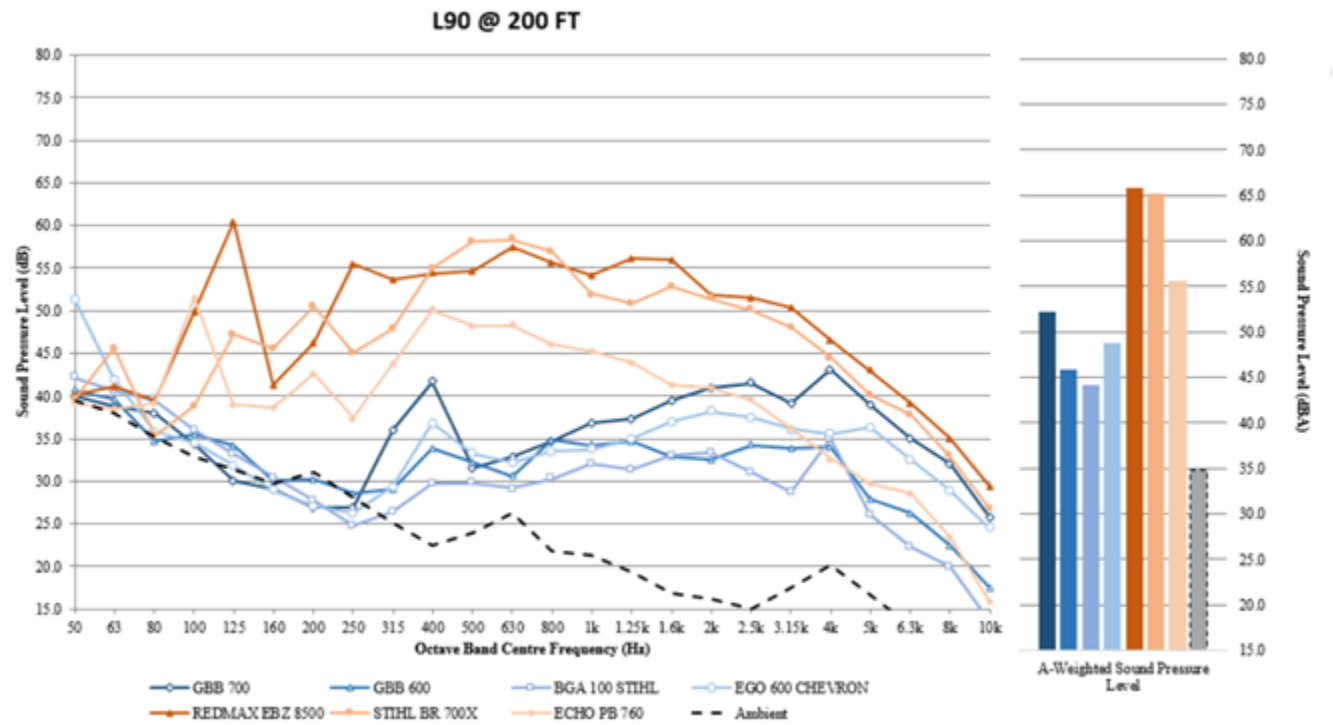
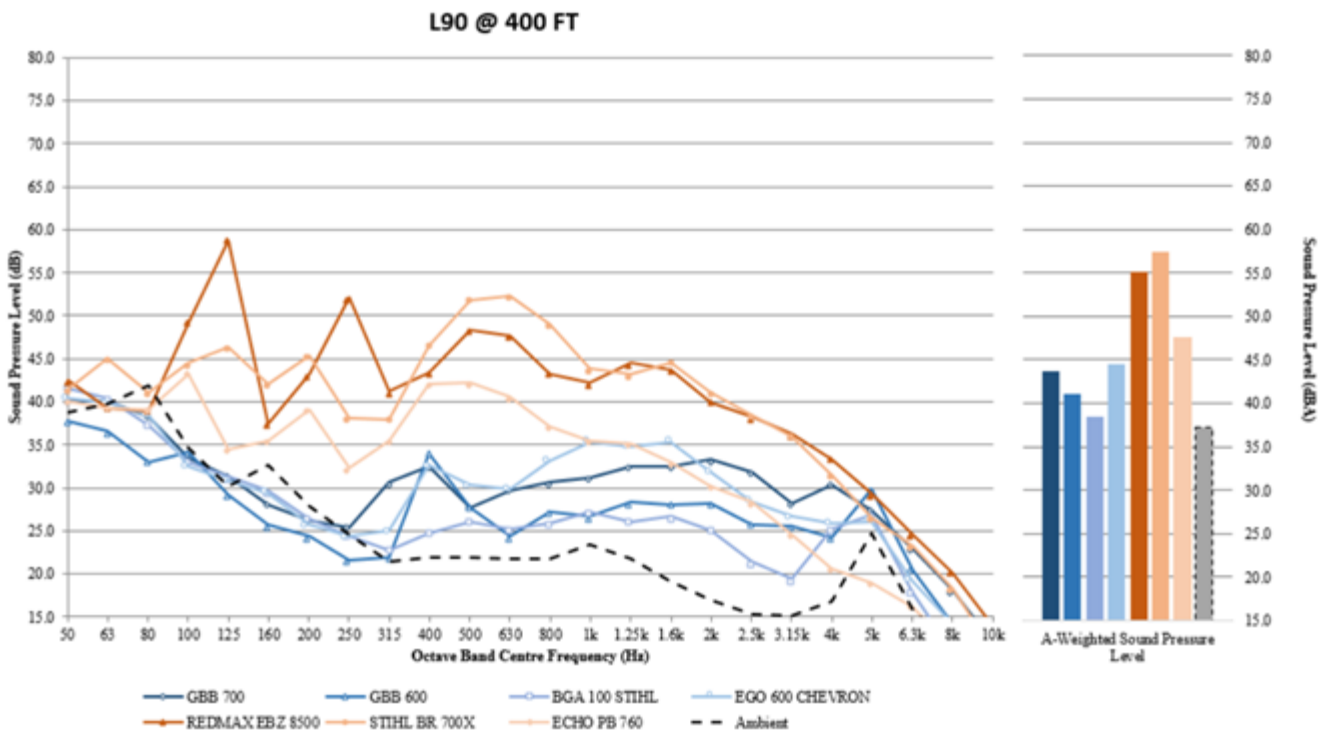


Figure 5: Sound Pressure Levels measured at 400 feet



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July 16, 2018

Figure 6: Sound Pressure Levels measured at 800 feet

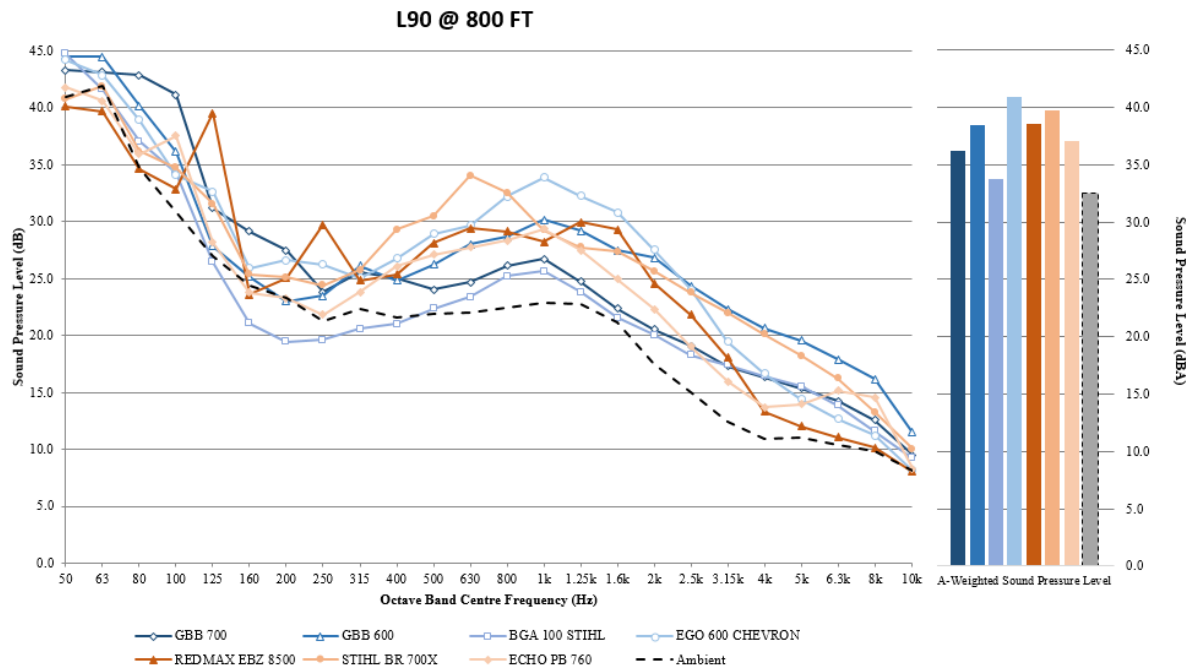
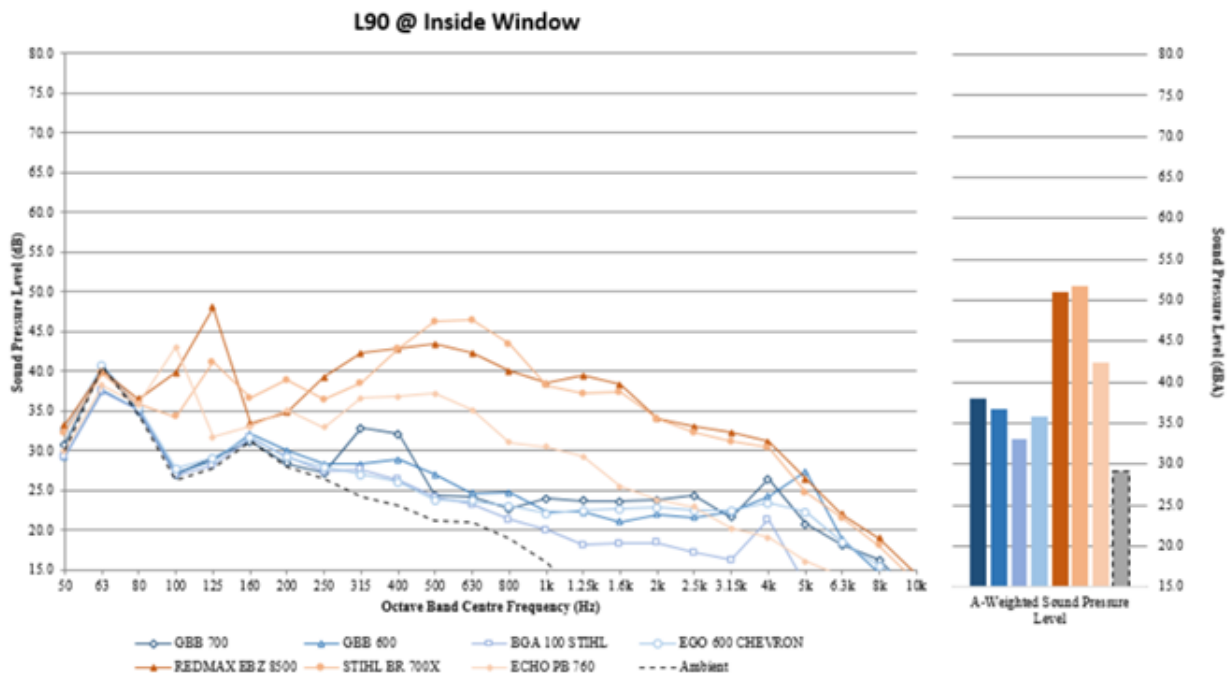


Figure 7: Sound Pressure Level measured inside a residence with leaf blowers 50 feet from the window



Technical Note

261937-00

July 16, 2018

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.

Technical Note

261937-00

July 16, 2018

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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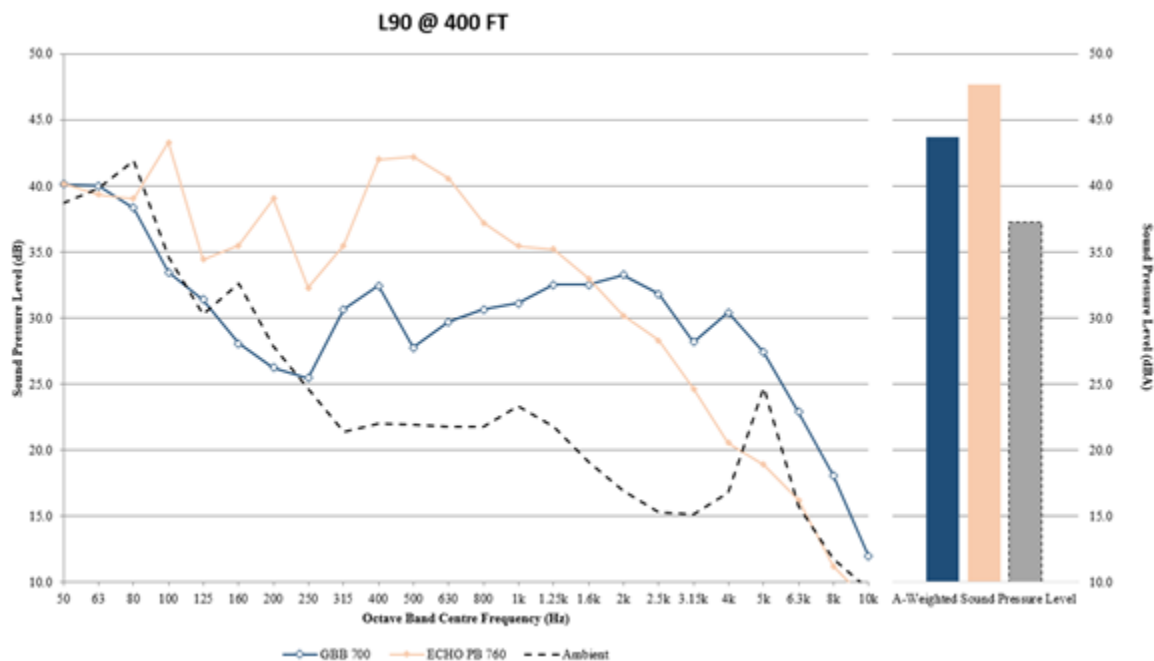
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July 16, 2018

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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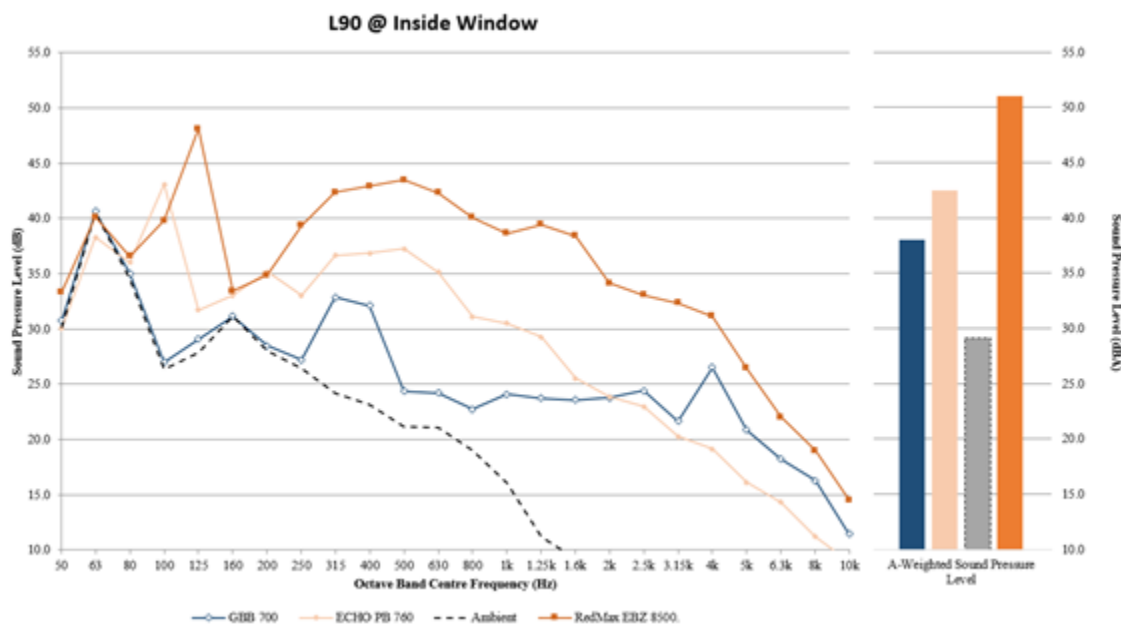
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4.3 Demonstration 3

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

Technical Note

261937-00

July 16, 2018

6 Technical Glossary

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

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_x], particulate matter [PM] <10 microns, including PM < 2.5 microns [PM₁₀, PM_{2.5}]; and carbon dioxide (CO₂) 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_x=68,500, PM₁₀=20,700; CO₂=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 (CO₂).¹⁻⁴ 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.⁵⁻¹³ 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_x], particulate matter [PM] <10 microns, including PM < 2.5 microns [PM₁₀, PM_{2.5}]); and carbon dioxide (CO₂). 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
GLME	
Leaf Blowers/Vacuums	2 stroke, 4 stroke
Trimmers/Edgers/Cutters	2 stroke, 4 stroke
Mowers	4 stroke
Other GLGE	
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).

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) 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.^{14, 15} 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"¹⁶ 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 22xx004011	Lawn mowers	All	96.3	3.7
22xx004025 22xx004026	Trimmers/edgers/cutters	0-1 hp	100	0
		1-3 hp	85.3	14.7
		> 3 hp	0	100
22xx004020 22xx004021	Chainsaws	0-1 hp	100	0
		1-3 hp	97.0	3
		> 3 hp	0	100
22xx004030 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,”¹⁷ and “Calculation of Age Distributions in the Nonroad Model – Growth and Scrappage”¹⁸ 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”¹⁹ 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 (Annual hours)	Load factor (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"²⁰ and "Exhaust Emission Factors for Nonroad Engine Modeling: Spark-Ignition."²¹ 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 (g/hp-hr)	CO (g/hp-hr)	NOx (g/hp-hr)	PM (g/hp-hr)	BSFC (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

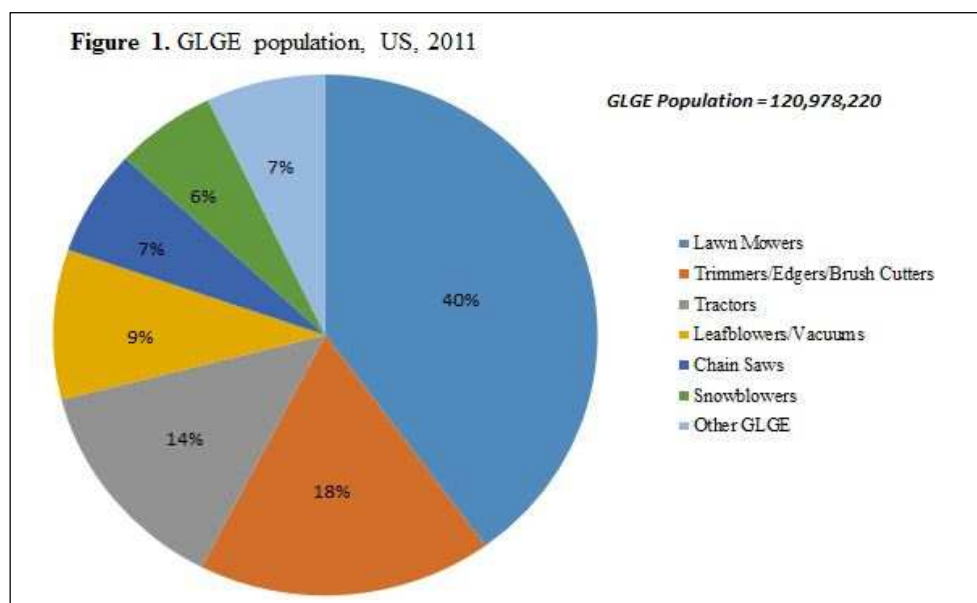
* These emission factors are for engines sized from 0 to 1 hp.

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

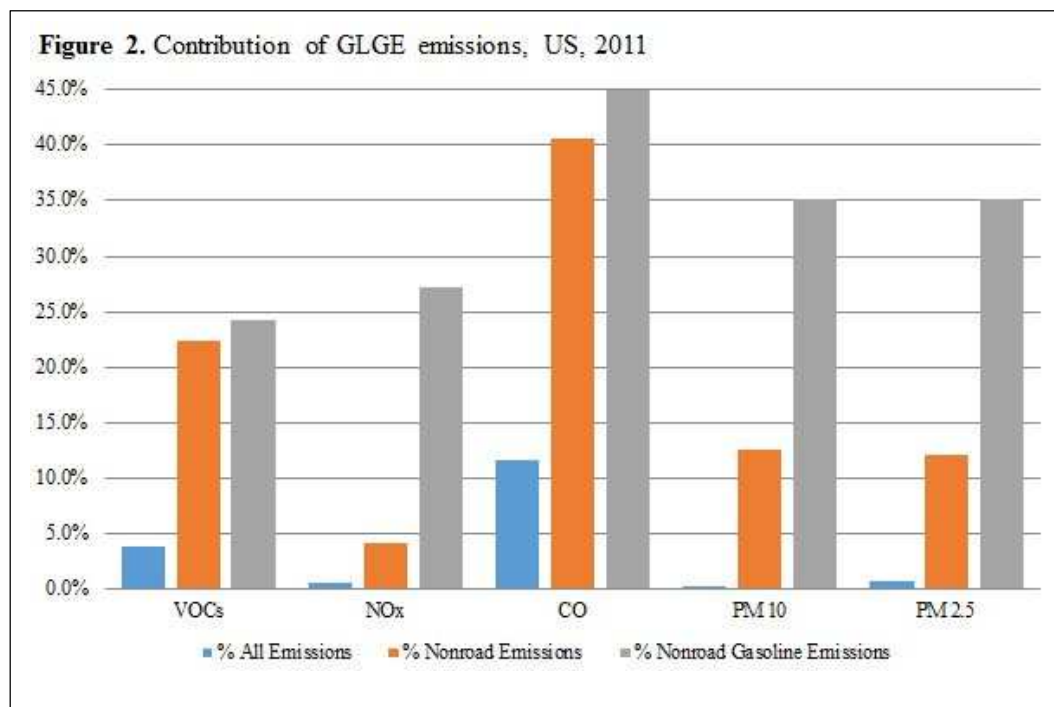
All Nonroad sources account for approximately 242 million tons of pollutants each year, accounting for 17% of all VOC emissions, 12% of NO_x emissions, 29% of CO emissions, 4% of CO₂ emissions, 2% of PM₁₀ emissions, and 5% of PM_{2.5} emissions.

All Nonroad Emissions account for a substantial percentage of All Emissions of benzene (25%), 1,3 butadiene (22%), CO (29%), PM₁₀ (2%), and PM_{2.5} (5%). Because of the relatively small contribution of GLGE CO₂ to All Emissions (0.3%), it is not further considered in this report.

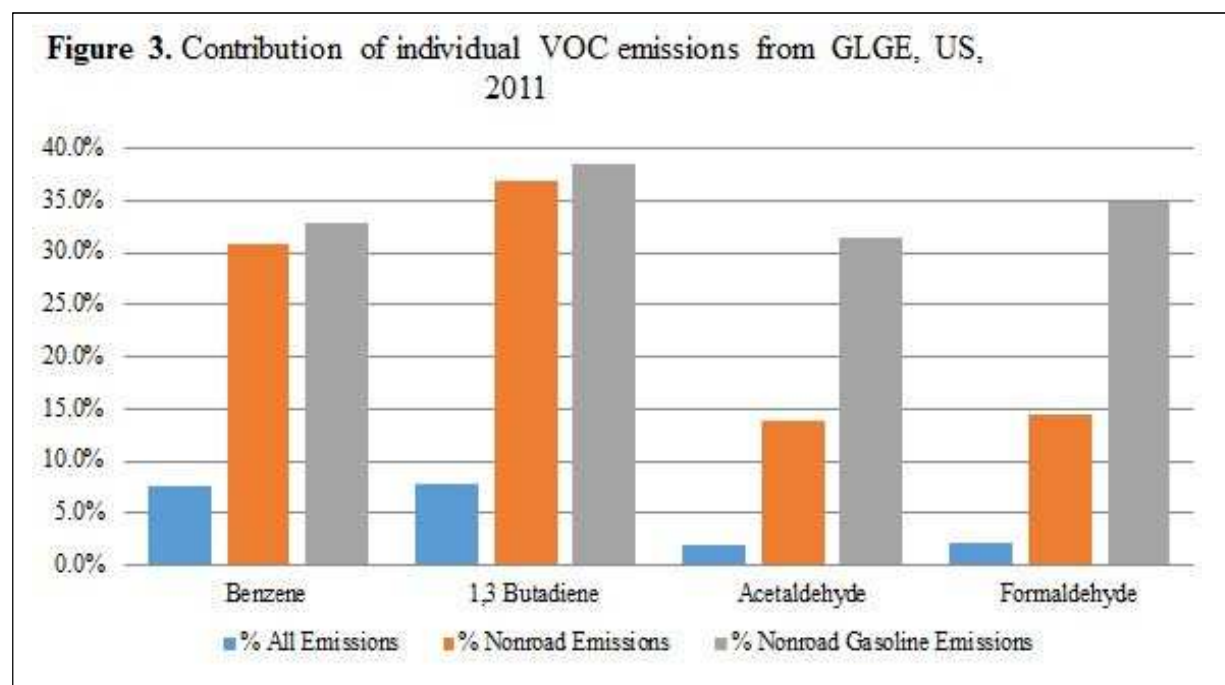
Contribution of GLGE to All Emissions and Nonroad Emissions

GLGE emitted approximately 6.3 million tons of VOCs (461,800) and criteria pollutants (CO=5,793,200; NO_x=68,500, PM₁₀=20,700 [19,000 of which is PM_{2.5}]), and 20.4 million tons of CO₂ 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.

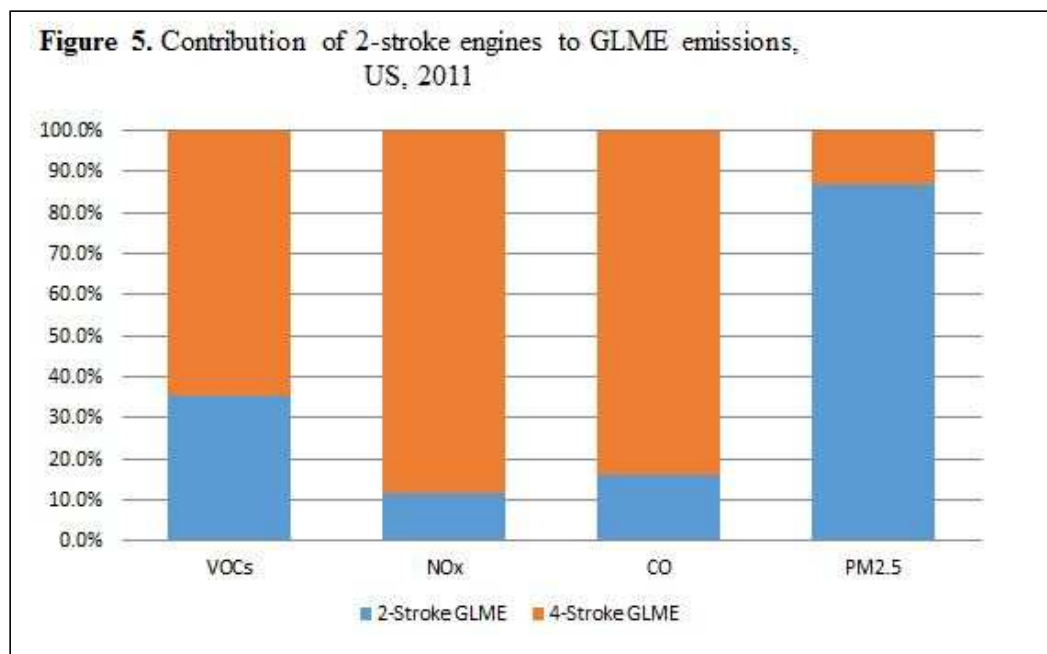
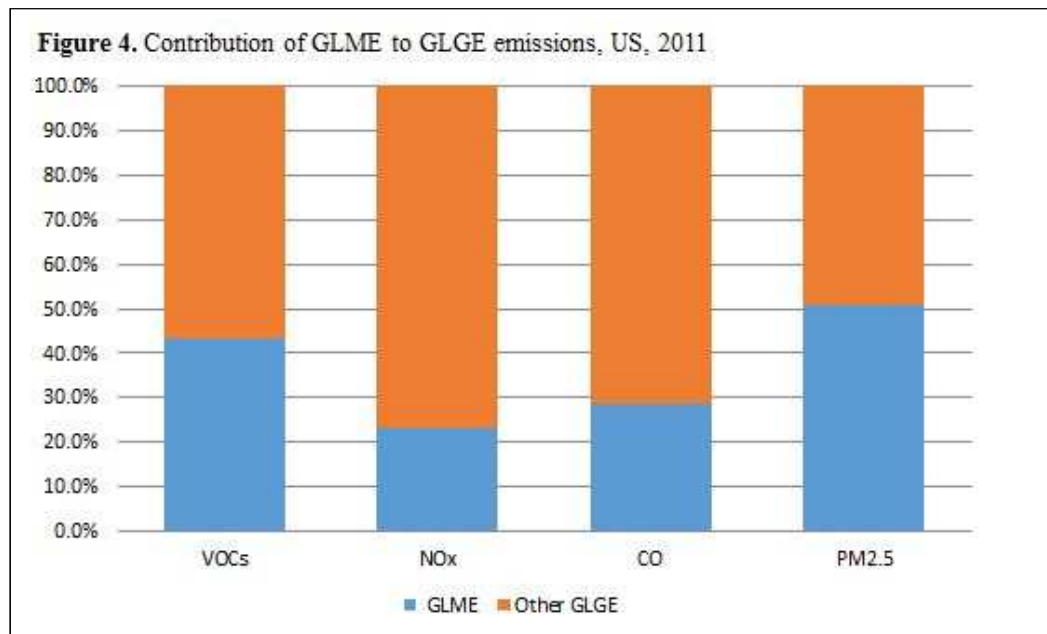


Analysis of individual VOC emissions shows that GLGE contributes nearly 8% of All Emissions of both benzene and 1,3 butadiene (**FIGURE 3**). Within All Nonroad Emissions and Gasoline Nonroad Emissions, GLGE accounts for nearly one-third or more of benzene and 1,3 butadiene emissions, and also becomes 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 NO_x and CO, are disproportionately low (**FIGURE 4**). Small GLME engines account for more than 40% of VOC emissions and one-half of PM₁₀ and PM_{2.5} 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_x, 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 CO₂ and fine PM emissions are projected to increase modestly.

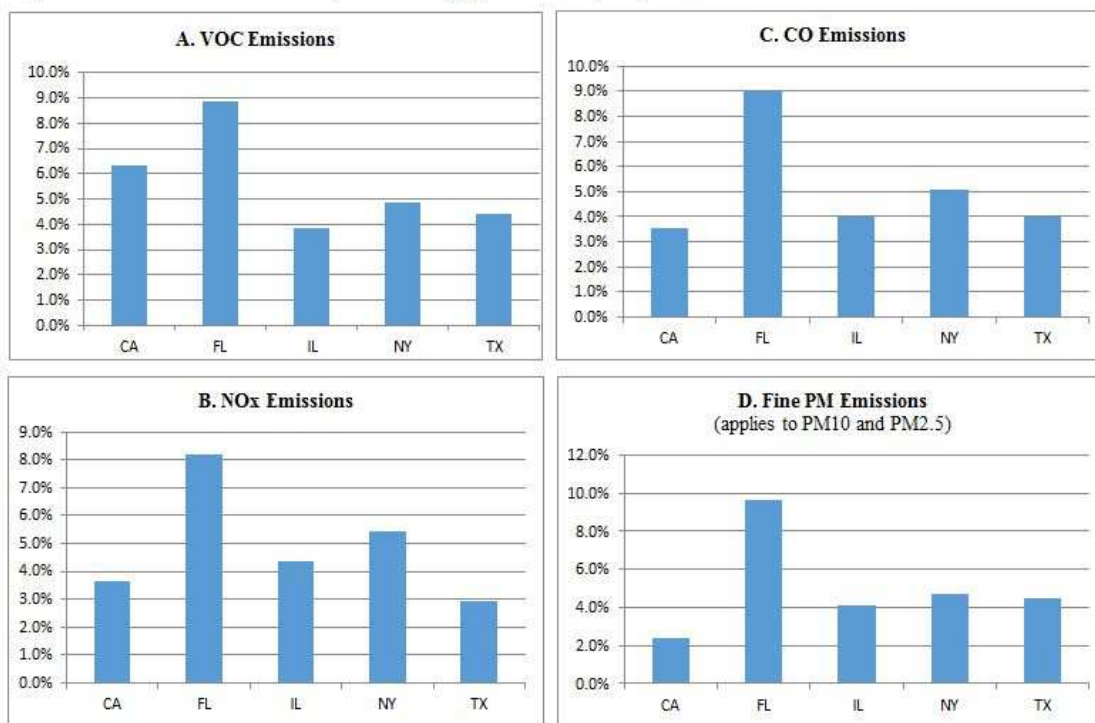
Table 5: Estimated Change in GLGE Emissions, 2018 vs 2011

Emissions	% Change
VOCs	-20.9%
NO _x	-31.1%
CO	-4.9%
CO ₂	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.

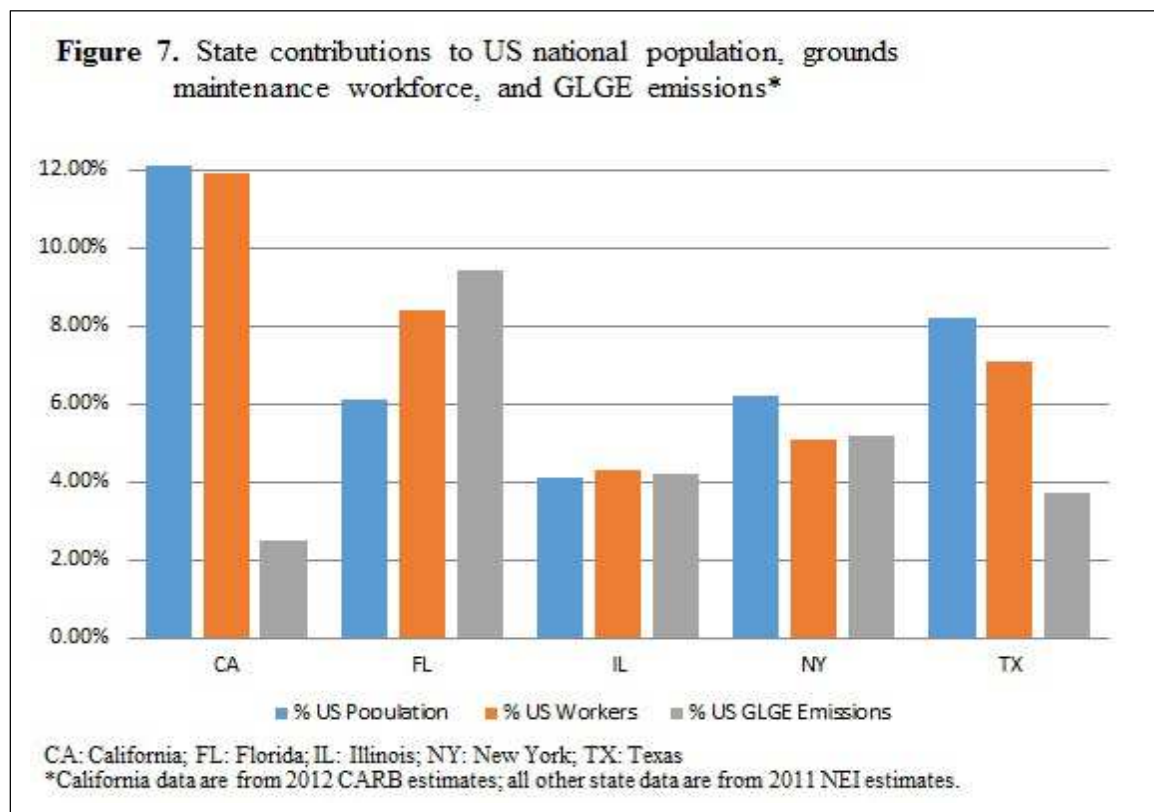
Figure 6. Emissions contributed by the 5 most populated states, US, 2011*



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_x are projected to decrease substantially by 2018; CO emissions remain comparable to 2011 levels; and CO₂ 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 EPA¹ and from other studies.²⁻⁴ 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.²² They cause lymphomas, leukemias, and other types of cancer (International Agency for Research on Cancer, World Health Organization).^{23, 24} Ground level ozone (formed by VOCs and NO_x 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.⁵⁻¹¹ Growing evidence suggests these pollutants also contribute to developmental and neurological disorders, including autism.^{7-9, 12, 13} The mounting evidence on the dangers of short term exposure are especially concerning.^{7, 9, 11}

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.²⁵⁻²⁷ In addition, children, seniors, and persons with chronic illnesses are especially vulnerable to the negative health impacts of GLME emissions.²⁸ 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.²⁹ 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.^{30, 31} Methodological weaknesses with the commercial survey data are discussed in the survey report.³¹ For both data sources, the rates of replacement of older equipment by newer, cleaner equipment that meets the newer Phase 3 standards³² 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**

AUGUST 16, 2022

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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 15th and September 30th (summer) and after the first Thursday in December until March 29th (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 15th to September 15th and from December 15th to March 15th. 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 15th and October 1st, except for golf course maintenance or roof gutter cleaning (between May 15th and June 15th). 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 15th and September 30th. 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 15th to September 30th. 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 15th and September 30th 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 1st and September 30th, except for golf course maintenance. From October 1st to May 31st, 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 20th to September 20th. 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 15th and May 15th and between October 15th and December 15th. 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 1st, 2021, through August 31st, 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	Sec. 16-115(a) (nuisances)	May 15 th - September 30 th	Police	\$80	\$160
Evanston, IL	Title 8, Chapter 26	May 15 th - September 30 th , First Thursday in December - March 29 th	City Health	Notice	\$100, \$150, \$200, \$250
Glencoe, IL	Sec. 24-38(c) (nuisances)	May 15 th - September 15 th , December 15 th - March 15 th	Police	Discretionary	Discretionary
Highland Park, IL	Sec. 95-001(O)(9) (nuisances)	May 15 th - October 1 st	Police, Community Development	\$200-500	\$200-500
Winnetka, IL	Sec. 9.16.020(21) (nuisances)	June 1 st - September 30 th	Police	\$100	\$100
Kenilworth, IL	Sec. 135-02(23) (nuisances)	May 15 th - September 30 th	Police	Discretionary	Up to \$750
Lincolnwood, IL	Sec. 17-2-16(H) (noise)	May 15 th - September 30 th	Police, Code Enforcement	Notice.	Discretionary.

Time of Day Restrictions

Community	Ord. Reference	When Prohibited	Enforcing Agency	First Offense	Subsequent Offense(s)
Hermosa Beach, CA	Sec. 8.24.020(H) (noise)	Complete ban	Code Enforcement	\$100	\$200, \$500
Laguna Beach, CA	Sec. 7.25.070(D) (noise)	Complete ban	Code Enforcement	\$100	\$200, \$500
Santa Monica, CA	Sec. 4.08.270 (nuisances)	Complete ban	Code Enforcement	\$500	\$500
Santa Barbara, CA	Sec. 9.16.050 (noise)	Complete ban	Police, Santa Barbara County Air Pollution Control District	Discretionary	Discretionary
Burlington, VT	Sec. 21-14	Memorial Day (May) - Labor Day (September)	Police	\$200-\$500	\$300-\$500
East Hampton, NJ	Chapter 155	May 20 th - September 20 th	Town Ordinance	Up to \$1,000	\$1,500-\$5,000
Montclair, NJ	Sec. 217-6 (noise)	May 15 th - October 15 th , December 15 th - March 15 th	Police	\$100	Up to \$2,000; community service; 90 days in jail
Summit, NJ	Sec. 3-8.1(b)(4) (noise)	June 1 st - August 31 st	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
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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	https://library.municode.com/il/evanston/codes/code_of_ordinances?nodeId=TIT8HESA_CH26LEBL	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	http://library.amegal.com/nxt/gateway.dll/Illinois/glencoe_il/zoningcode/articleititlean	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	http://library.amegal.com/search?stateId=13&clientId=13923&searchText=leaf%20blower&contentType=CODES	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	https://codelibrary.amlegal.com/codes/kenilworth/latest/kenilworth_il/0-0-0-4257	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	https://www.stenimgcodifiers.com/codebook/index.php?book_id=805	Police Department		2 Village Board Memo and Minutes	Yes	\$25-\$750	Contractor or company	M-F 8am-6pm; S/S/Holidays 9am-6pm.
Lake Forest	Noise Ordinance	http://library.amegal.com/nxt/gateway.dll/Illinois/lakeforest_il/cityoflakeforestillinoiscodeofordinances?f=templates\$fn=default.htm\$3.0\$vid=amlegal:	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 contactors, not homeowners	https://www.lincolnshireil.gov/sitemedia/documents/quick_links/village-code/title-5/code0501.pdf	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	https://ecode360.com/15325372?highlight=leaf%20blowerleaf%20blowers#15325372	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	https://library.municode.com/il/northbrook/codes/code_of_ordinances?nodeId=Chapter%2016%20%E2%80%93%20NUISANCE	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)	8.19.21 EQC Packet	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	COW February and March 2021 Packets	N/A	N/A	N/A	None
Oak Park	Noise + leaf blower ordinances	https://www.oak-park.us/newsletters/mayjune-2018/help-keep-oak-park-beautiful	Public works		Feb 2020 and June 2021 Village Board Meetings	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	http://www.parkridge.us/community_preservation_and_development/default1.aspx	Police Department	N/A	Community Health Commission 1.27.2022 Minutes	Yes, after warning	Determined by police	Unclear - case by case basis	Allowed on M-F 7am-7pm; Sat 8am-5pm
Riverwoods	Noise ordinance	mlegal.com/codes/riverwoods/latest/riverwoods.html	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	de.com/il/vernon_hills/codes/code_of_ordinances	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	https://www.wilmette.com/permits/community-development/code-enforcement/leaf-blowers	Proactice through code enforcement; police will also respond to calls for service	Two years ago, 1; Currently, 4 w/ new proactive approach	Village Board Meeting Minutes	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	https://codelibrary.amlegal.com/codes/winnetka/latest/winnetkaords-res_il/0-0-0-225269	Code Enforcement & Police Department	3	Village Council Meeting Minutes	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
Arlington, MA	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.	September 16th through June 14th	Title V - Regulations Upon the Use of Private Property
Aspen, CO	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.	N/a	City of Aspen's Noise Ordinance
Belvedere, CA	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 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.	N/a	City of Belvedere Noise Code
Berkeley, CA	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.	N/a	City of Berkeley Community Noise Municipal Code
Beverly Hills, CA	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.	N/a	City of Beverly Hills Portable Gasoline Engine Powered Blower
Boulder, CO	Gas-powered leaf blowers are prohibited, electric-powered leaf blowers are permitted during the hours of operation	7:00 am to 9:00 pm	City of Boulder's Noise Ordinance
Brookline, MA	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.	8:00 am to 8:00 pm, Monday through Friday and 9:00 am to 6:00pm on Saturdays, Sundays, and legal holidays	Town of Brookline's Leaf Blower Control
Cambridge, MA	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. While City Council members and residents have expressed opposition against gas-powered leaf blowers, the City continues to follow the current leaf blower regulation. 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.	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.	Cambridge Leaf Blowers Restrictions
Carmel, CA		N/a	Carmel-by-the-Sea Municipal Code Combustion Engine Blower

	Requirements for use in residential areas: 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. Prohibition of leaf blowers on City property: Use of any type of leaf blower on any City owned or maintained property is prohibited. Leaf blower use: 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.	7:00 am to 10 pm	Claremont Municipal Code
Del Mar, CA		N/a	Del Mar Noise Regulations
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.	Gas-powered leaf blowers: 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. Electric leaf blowers: 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.	Dobbs Ferry Noise Provisions Resolution
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.	City of Evanston's Use of Leaf Bowers Ordinance
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.	Foster City Municipal Code: General Performance Standards: I
Farmingham, MA	All leaf blowers are currently banned in Hastings 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.	Farmingham Nuisance Noise Ordinance
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	Hasting's Leaf Blower Law
Honolulu, HI	No ordinance for leaf blowers. Residential property: 65 dBA during daytime hours. 58 dBA during nighttime hours. Nonresidential property: 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.	Honolulu Ordinance Relating to Gasoline-Powered Leaf Blow
Houston, TX	Indian Wells banned gas-powered blowers in 1998, except on golf courses.	Daytime hours: 8:00 am to 10:00 pm. Nighttime hours: 10:01 pm to 7:59 am the following day.	City of Houston Noise and Sound Level Regulation
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	You've Got Issues: Prohibit Noisy Leaf Blowers?
Key West, FL	The city of Laguna Beach banned leaf blowers (both gas and electric in 1993).	N/a	Key West Leaf Blowers Ordinance
Laguna Beach, CA		N/a	The price of a blown leaf

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 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.	N/a	Lawndale Municipal Code: Mechanical blowers or vacuums
Los Altos, CA	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.	Los Altos: Prohibited Acts
Los Angeles, CA	City of Malibu prohibits the use of leaf blowers, effective August 1, 2019.	N/a	Los Angeles Gas Powered Leaf Blower Notice
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	Malibu Leaf Blower Notice
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.	Mamaroneck Noise Regulation
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.	Menlo Park Leaf Blower Ordinance
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	Mill Valley Gas Powered Leaf Blowers are Prohibited News Fla
Montclair, NJ		March 15th through May 15th and October 15th through December 15th	Montclair Resolution Urging a Halt to the Use of Leaf Blowers
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.	City of New Rochelle Unreasonable Noise
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.	Town of Oyster Bay Prohibited Acts - Noise
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.	Palm Beach Lawn Maintenance Ordinance
Palo Alto, CA		Residential zone: Monday through Friday from 9:00 am to 5:00 pm and Saturday from 10:00 am to 4:00 pm. Non-residential zone: 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. Public streets, sidewalks, and parking lots in business districts and at the Municipal Golf Course: 4:00 am to 8:00 am.	Palo Alto Noise Ordinance
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.	Village of Pelham Lawn Maintenance Equipment Ordinance
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. No ordinance for leaf blowers. 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.	Residential zone: 7:00 am to 7:00 pm. Other zones: 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.	City of Portland Leaf Blower Regulations
Portsmouth, NH		N/a	City of Portsmouth Noise Ordinance
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.	City of Rye Noise Ordinance

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	City of Santa Barbara Leaf Blower Ban
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	Santa Monica Leaf Blower Ban
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	Sunnyvale Municipal Code: Noise or Sound Level
Scottsdale, AR	No person shall use a leaf blower to blow landscape waste into the public roadway	N/a	Scottsdale Municipal Code: Blowering landscape waste
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	Calendar year 2021: October 1st through December 31st on Mondays and Fridays, but not on federal holidays. 2022 and each calendar year thereafter: October 1st through December 31st on Tuesday through Friday, but not on federal holidays.	Scarsdale Noise Local Law
Tampa, FL	No ordinance for leaf blowers. Provisions in the Noise Ordinance exempt sounds from blowers.	N/a	Tampa Noise Ordinance: Exemptions
Tiburon, CA	Gas-powered leaf blowers: Use prohibited in all residential areas. Use only permitted in non-residential areas during hours of operation. Electrically-powered leaf blowers: Permitted during residential and non-residential hours of operation.	Gas-powered leaf blowers in a non-residential area: 9:00 am to 4:00 pm Monday through Friday, prohibited on holidays. Electrically-powered leaf blowers in residential areas: 9:00 am to 4:00 pm on any day, prohibited on holidays. Electrically-powered leaf blowers in a non-residential area: 9:00 am to 4:00 pm Monday through Friday, prohibited on holidays.	Town of Tiburon Leaf Blower and Hedge Trimmer Regulations
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	Toronto Municipal Code: Noise
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.	Less than 50 m from a residence: Monday through Friday, 8:00 am to 6:00 pm; Saturday, 9:00 to 5:00 pm; prohibited on Sundays and holidays. More than 50 m from a residence: 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.	City of Vancouver: Leaf Blowers
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	Belvedere Gas-Powered Leaf Blowers Notice
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	West Hollywood Noise Code Compliance Division
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. 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.	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.	City of White Plains Leaf Blower Ordinance
Yonkers, NY	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	City of Yonkers Leaves, Clippings and Grass Cuttings Code
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	Los Angeles Times' Article California moves toward ban on gas



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

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 redaction box covering 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-62-2023: Waiving Bidding and Approving an Agreement with Baxter & Woodman for Surveying and CADD Services for the 2024 Street Rehabilitation and Public Improvement Project (Adoption)

PRESENTER: Obaid Khalid

AGENDA DATE: June 20, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The budget for professional services for the design of 2024 rehabilitation projects (520.62.41-660) is \$60,000.

EXECUTIVE SUMMARY:

The FY 2023 budget includes funding for engineering services to assist in the plans and specifications that must be developed for the 2024 Street Rehabilitation and Public Improvement Program. Village staff completes the yearly Street Rehabilitation design in-house, but to assist in this design, staff has requested that Baxter & Woodman (B&W) complete the survey work needed for the project, as well as as develop the preliminary CADD sheet for the project. Hiring B&W for this portion of the project is more efficient than having Village staff survey the areas on their own, and the more robust survey data collection creates a more complete and better final design. By approving the surveying and CADD services now, the data will be received by September, and the design can completed by the end of the year, allowing the project to proceed with ample time for check points with the Council prior to proceeding with construction.

B&W also assisted with surveying and CADD for the 2022-2023 Street Rehabilitation as well, and were an asset to the project. They know the format and specifics of what the Village is looking to receive and will be able to deliver the product in a timely manner.

RECOMMENDATION:

Consider adopting Resolution No. R-62-2023, approving a contract for Surveying and CADD Services for the 2024 Street Rehabilitation and Public Improvement Program with Baxter & Woodman in the amount not to exceed \$46,500.

ATTACHMENTS:

1. Resolution No. R-62-2023: Approving an Agreement with Baxter & Woodman for the 2024 Street Rehabilitation and Public Improvement Project

RESOLUTION NO. R-62-2023

**A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH
BAXTER & WOODMAN FOR SURVEYING AND CADD SERVICES FOR THE
2024 STREET REHABILITATION AND PUBLIC IMPROVEMENT PROJECT**

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

WHEREAS, the Village has appropriated funds for the procurement of the surveying and CADD services for the 2024 Street Rehabilitation and the Public Improvement Project (“**Work**”); and

WHEREAS, the Village requested proposals from Baxter & Woodman (“**B&W**”) for the performance of surveying and CADD services (“**Services**”); and

WHEREAS, B&W submitted a proposal to the Village for the performance the Services in an amount not to exceed \$46,500 for the Work; and

WHEREAS, B&W has performed services for the Village in the past, to the Village’s satisfaction and have prior experience with the Village’s Street Rehabilitation and Public Improvement Project; and

WHEREAS, the Village Council desires to enter into an agreement with B&W for the Services for the Work in a total amount not to exceed \$46,500.00 (“**Agreement**”); and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Agreement with B&W;

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

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

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

SECTION 3: APPROVAL OF B&W AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENTS. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and

June 20, 2023

R-62-2023

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 B&W; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from B&W within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement between the Village and B&W 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 according to law.

ADOPTED this 20th day of June, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
B&W AGREEMENT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 20th day of August, 2023, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name ("Consultant**"):** Baxter & Woodman, Inc.

Address: 8678 Ridgefield Road, Crystal Lake, IL 60012

Telephone No.: 815-459-1260

Email:

Project Name/Description: 2024 Street Rehabilitation - Surveying and CADD Services

Agreement Amount: \$46,500

B. Project Description. *[Professional surveying and CADD services for 2024 Street Rehabilitation and Public Improvement Program]*, as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

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

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than September 1, 2023 ("**Time of Performance**").

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

D. Claim In Addition To Agreement Amount.

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

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

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

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

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

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

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

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

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

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

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

E. Compliance With Laws and Grants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

With a copy to:

Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

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

Baxter & Woodman, Inc.
8430 W Bryn Mawr Ave, Suite 400
Chicago, IL 60631
Attn: Matt Moffitt

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

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

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

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

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

J. Authority to Execute.

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

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

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

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

right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

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

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

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

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

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

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

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

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

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

CONSULTANT

By: _____

Title: _____

By: _____

Its: _____

EXHIBIT A
PROPOSAL

May 25, 2023

Mr. James Bernahl, PE
Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Subject: 2024 Street Rehabilitation – Survey and CADD Assistance – Proposal for Services

Dear Mr. Bernahl:

In accordance with your request, and as part of our ongoing Village Engineering services, Baxter & Woodman, Inc. submits this Proposal for topographic survey and CADD services for the 2024 Street Rehabilitation Project. Our Scope of Services, Schedule, and Fee include:

Scope of Services

Survey Procedures (Full Topo):

1. Horizontal Control: Utilizing state plane coordinates, Baxter & Woodman will set recoverable primary control utilizing GPS and robotic total station equipment.
2. Vertical Control: Baxter & Woodman will establish vertical control (NAVD88) to the nearest Village of Winnetka vertical monuments.
3. A level circuit within the below identified survey limits will be run to establish benchmarks (minimum of two site benchmarks will be set) and assign elevations to the horizontal control points.
4. Topographic survey identifying public ROW markers and visible above ground features within the public ROW, including but not limited to: curbs, pavement, centerlines, sidewalks trees/landscaping, fences, hardscape surfaces, street lighting, power poles, fiber optic pedestals, driveways, and other above ground utilities and structures.
5. Cross Section elevation shots to be taken every 50 feet to establish 1-foot contours throughout the ROW. Elevation shots to be taken at face of walk, back of curb, edge of pavement, and centerline.
6. Survey shall define the public ROW limits, parcel lines, and existing easements along the proposed route.
7. Survey to include five feet beyond the existing public ROW and 50 feet in all directions past the curb returns at the intersections where the survey will take place.

8. Survey to include detailing of manholes, valve vaults, catch basins, and inlets with invert data.

Topographic Survey: Topographic Survey will include the following locations provided by the Village of Winnetka. In general, these limits shall be surveyed, as follows:

Full topographic survey

1. Spruce Street (From Locust to Green Bay)
2. Cherry Street (From Glendale to Birch)
3. Sunset Road (From Myrtle to East End, including both the north and south sections of the street)

Deliverables:

1. Georeferenced .dwg CAD file in IL State Plane Coordinates and the NAD88 Vertical Datum containing the information from services described above for the Project area.
2. Civil 3D file and necessary accompanying files to allow to establish 1-foot contours.

Schedule

We anticipate completing topographic survey and submitting final deliverables to the Village by July 21, 2023.

Fee

Our fee for the above outlined Scope of Services will be a Not to Exceed fee of **\$46,500**.

Task	Billing Rate	Estimated Hours	Cost
Project Management	\$150	10	\$1,500
Survey	\$100-\$150	164	\$23,000
CADD	\$135-175	160	\$22,000
Total			\$46,500

The attached Standard Terms and Conditions and Standard Billing Rates Sheet apply to this Proposal. If you find this Proposal acceptable, **please sign and return one copy for our files.**

If you have any questions or need additional information, please do not hesitate to call Joe Molitor at 847-508-8674. We appreciate the opportunity to continue to serve the Village on this Project.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS


Matthew D. Washkowiak, PE
Vice President
Attachment

VILLAGE OF WINNETKA, ILLINOIS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

\\\\corp.baxwood.com\\project\\Azure\\WINNE\\2325447-Survey _ CADD Servic\\Contracts\\2325447Proposal_2024StreetProgramSurveyCADD.docx

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility - Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days’ written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW’s design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW’s design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney’s fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW’s document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



Agenda Item Executive Summary

TITLE: Resolution No. R-63-2023: Awarding a Contract to Alpha Building Maintenance Services, Inc. for Custodial Services (Adoption)

PRESENTER: Erik Jensen

AGENDA DATE: June 20, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

In 2022, the Village entered into an agreement for custodial services for the Public Works Yards, Village Hall, Police Department and Water and Electric Plants. In March 2023, the Village terminated the existing contract and released a publicly advertised request for proposals for a new custodial service provider.

EXECUTIVE SUMMARY:

As part of its on-going responsibilities, the Public Works Department contracts for the provision of custodial services. These services include routine cleaning as well as special services completed on a weekly, monthly, semi-annual or annual basis for each applicable facility.

In March 2023, the Village elected to terminate its existing agreement and re-bid the contract. A short-term contract was initiated with Alpha Building Maintenance Services, Inc. of Bridgeview, Illinois, to provide service until a new contract could be bid and executed. This contract will expire on Friday, June 30.

On May 1, 2023, a bid notice (FRB #022-013) for a Custodial contract was advertised on Demand Star. The proposed contract includes a set period of three (3) years with an option for the Village to extend the contract an additional two (2) years based upon the quality of service provided. The proposed contract agreement is planned to commence on July 1, 2023 and is set to expire on June 30, 2026.

A mandatory pre-bid meeting was held at the Public Works Yards Facility on May 18, 2023. Interested bidders were provided an overview of the contract document and encouraged to ask questions. Staff outlined the Village's expected level of service and provided a tour of each location to highlight critical areas.

On May 22, 2023, four (4) companies submitted bids for the replacement work. The results are summarized as follows:

Alpha Building Maintenance Services, Inc. - \$95,364.00 per year
Crystal Maintenance Plus, Corp. - \$99,840.00 per year

Bravo Services, Inc. - \$106,890.00 per year
CityWide Building Maintenance - \$129,928.55 per year

All bidders were required to provide a contract bond as part of the Bid submittal, and the successful bidder is required to provide a performance bond. Alpha Building Maintenance Services, Inc., ("Contractor") submitted the lowest, most responsive proposal in the amount of \$95,364.00 per year.

The Contractor currently provides municipal custodial services for the Villages of Northbrook, Hanover Park, and Vernon Hills, and has numerous years of experience maintaining various types of public facilities. Based on the information compiled, references received, and recent custodial performance within the Village's facilities, staff is confident that the Contractor will meet or exceed the Village's requirements as described in the Bid document.

For Fiscal Year 2023, the Village budgeted \$84,000 for custodial services at the applicable facilities (Accounts 100.26.01-570, 100.30.01-543, 100.30.01-570, 500.41.27-570, 520.61.40-567).. To date, the Village has expensed a total of \$22,500.00 for the three months of the prior agreement and \$23,262.00 for the three months of the temporary agreement for a grand total of \$45,762.00. Based on the Contractor's proposal, staff anticipates an expenditure of \$47,682.00 for the remainder of the fiscal year for a total expenditure of \$93,444.00. The primary cost increases between the prior agreement and the Contractor's proposal are for the Public Works Yards (Account. No 100.30.01-570) and the train stations (Account No. 100.30.01-543). For the Yards, due to much higher quotes than anticipated, staff will forego the overhead door replacement project for this fiscal year, which provides \$10,000 in additional funds to cover the costs of this contract. The additional expenses for the train stations will be covered by the \$12,600 in savings from the holiday lighting contract. The total three-year costs for this contract will be \$286,092.00. Staff will budget sufficient funds for each applicable fiscal year.

Staff recommends awarding the multi-year contract for Custodial Services to Alpha Building Maintenance Services, Inc.

RECOMMENDATION:

Consider adopting Resolution No. R-63-2023, approving a contract agreement with Alpha Building Maintenance Services, Inc., for Custodial Services and authorize the Village Manager to execute the Contract as well as any future extensions.

ATTACHMENTS:

1. Resolution No. R-63-2023: Awarding a Contract to Alpha Building Maintenance Services, Inc. for Custodial Services

RESOLUTION NO. R-63-2023

**A RESOLUTION AWARDING A CONTRACT TO ALPHA BUILDING
MAINTENANCE SERVICES, INC. FOR CUSTODIAL SERVICES**

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

WHEREAS, the Village has appropriated funds for the purchase of custodial services for its facilities ("***Services***"); and

WHEREAS, the Village requested and received bids for the performance of the Services; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that the Alpha Building Maintenance Services, Inc. ("***Contractor***") is the lowest responsible bidder for the Services; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for Contractor to perform the Services for a term of three years in an amount not to exceed \$286,092.00 ("***Contract***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to award the Contract to 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 adopts the foregoing recitals as its findings, as if fully set forth herein.

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

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

SECTION 4: AUTHORIZATION TO EXERCISE OPTION TO EXTEND CONTRACT. The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the renewal options of the Contract ("***Extensions***") for 2027 and 2028 if: (a) the

June 20, 2023

R-63-2023

Village Manager determines, in their discretion, that the Extensions are favorable to the Village; and (b) the Extensions are substantially similar to the extensions set forth in the Contract. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute the Extensions.

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

ADOPTED this 20 day of June, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000 Fax: (847) 446-1139
General Email: avasquez@winnetka.org

REQUEST FOR BIDS:	#022-019	BID ISSUE DATE: 02/18/2022
BID DESCRIPTION:	VILLAGE CUSTODIAL SERVICES	
BID OPENING DATE:	03/17/2022	BID OPENING TIME: 11:00AM
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES		

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED IN THE BID DOCUMENT. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid package and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the bid number and name on the lower left corner.

All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, ILLINOIS 60093
--	---

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Assistant Finance Director).

Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.

BUYER:	Anthony Vasquez	PHONE:	(847)716-3504
EMAIL:	avasquez@winnetka.org		

FULL NAME OF BIDDER	Alpha Building Maintenance
BID CONTACT PERSON	
TELEPHONE NUMBER	

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED
PLEASE NOTE: Our bid documents have changed; please review carefully.

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #022-019

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: Village Custodial Services

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **11:00 AM** (local time), **Thursday, March 17, 2022**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

A mandatory pre-bid meeting will be held Wednesday, March 2nd, 2022 at 10:00am. The meeting location will be at the Municipal Maintenance Yards Building/Facilities at 1390 Willow Road in Winnetka, Illinois. This meeting is mandatory for all bidders. Failure to attend will result in disqualification of the bid.

Inspection and Examination

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

Preparation of Contract Proposals

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

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact **Anthony Vasquez, Assistant Finance Director** via email only at avasquez@winnetka.org no later than **March 11, 2022**.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Contract proposals may be delivered by mail or in person. Contract proposals received after the time specified above will be returned unopened.

Opening of Contract Proposals

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

Withdrawal of Contract Proposals

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

Rejection of Contract Proposals

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

Acceptance of Contract Proposals

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

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

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

DATED: February 18, 2022

Village of Winnetka

By: Anthony Vasquez

Title: Assistant Finance Director

Village of Winnetka

VILLAGE OF WINNETKA

RFB #022-019

CONTRACT FOR

Village Custodial Services

Full Name of Bidder Alpha Building Maintenance ("Bidder")
Principal Office Address _____
Local Office Address _____
Contact Person _____ Telephone Number _____

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

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

1. Work Proposal

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

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

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

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

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

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement, the Village will not pay more than the unit prices as outlined in Attachment A.

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

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

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work no later than April 3, 2023 provided Bidder all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work on or around July 2, 2023 unless otherwise terminated as specified in the Specifications.

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds totaling

100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

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

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

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of

money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

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

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

Dated: 3-31, 2023

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

Bidder's Name:

ALPHA BUILDING MAINTENANCE SERVICE INC.

Doing Business As (

Signature of Bidder or A

(corporate seal)
(if corporation)

Printed Name: WAYNE BAXTRON

Title/Position: GENERAL MANAGER

Bidder's Business Address:

7549 W 99TH PL
BRIDGEVIEW FL 60455

Bidder's Business Telephone: 515-485-8800 Facsimile: 708-2334105

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

NAME	TITLE	ADDRESS
LORRAINE GRAB	OWNER	7549 W 99TH PL BRIDGEVIEW FL
WAYNE BAXTRON	GENERAL MANAGER	11

ATTACHMENT A: SPECIFICATIONS

1. Introduction

The Village of Winnetka is accepting sealed bids for janitorial/custodial services for several public properties. These properties include the Winnetka Village Hall, Municipal Maintenance Yards Building/Facilities, Elm Street Train Station, Hubbard Woods Train Station, Police Station, Electric Plant and Water Plant ("Services").

The proposed contract would be for a period of three (3) months with an option to extend on a month to month basis. This agreement is expected to commence on or around **April 3rd, 2023 and terminate on or around July 2, 2023 unless otherwise terminated as specified in Section 4 of these Specifications.**

. The Village reserves the right to modify the hours bases on business and budget needs at the hourly rate established in this pricing table.

2. Scope of Service

The contractor shall become fully acquainted with the nature of the work, the areas at which work is to be accomplished, and the conditions affecting the cost and performance of the equipment necessary to complete the cleaning and custodial service in an acceptable manner in accord with these specifications.

3. Location and Schedule of Work

Work under the terms of these specifications will be conducted at the below locations.

- Village Hall (510 Green Bay Road)
- Municipal Maintenance Yards Building/Facilities (1390 Willow Road)
- Train Station (754 Elm St.)
- Train Station (1065 Gage Street)
- Police Station (410 Green Bay Road)
- Electric Plant (725 Tower Road)
- Water Plant (735 Tower Road)

4. Term

The proposed contract is for a period of three (3) months with an option to extend, at the Village's discretion, on a month-to-month basis. In the event the Village is able to award a permanent agreement for the Services prior to such date, the Village may elect to terminate this Agreement at its sole discretion with 10 days written notice.

5. Contractor Qualification

Qualified vendors must have at least five (5) years' experience in building cleaning and custodial maintenance at municipal operations. References for these firms shall be provided at the request of the Village.

6. Contractor Responsibilities

A. Personnel Requirements

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work employed to perform. All employees assigned by the contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Foreman shall be fluent in the English language and be authorized by the Contractor to accept and act upon all directives issued by the Director of Public Works or designee. The Contractor is responsible and liable for any wrongful actions of his employees.

B. Work Crew Supervision

The Contractor shall provide a qualified foreman to supervise each crew engaged in working under this agreement. The foreman must be able to converse in the English language and shall be authorized by the Contractor to accept and act on directives from an authorized representative of the Village. Failure to do so shall be sufficient cause for the Village to give notice that the Contractor is in default of the agreement unless such directives would create potential personal injury or safety hazards, or such directives are contrary to the intent of these specifications. In the event only one person is assigned under this agreement, such person shall be considered the foreman and must meet the previously stated requirements. Except for emergencies, the same personnel shall perform the same work each day. An English-speaking person must be with the cleaning crew at all times when at the facility.

C. Protection of Public and Private Property

- i. The Contractor shall exercise all necessary caution to protect pedestrian traffic in the building and to protect all public and private property from injury or damage caused by the Contractor's operations.

- ii. Any practice obviously hazardous in the opinion of an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- iii. The Contractor shall comply with all OSHA and other Federal and State safety standards including Employee Right to Know Programs. The Contractor shall provide evidence that each and every work crew member has received satisfactory training in Universal Precautions and safe handling of materials in regards to blood borne pathogens and other infectious waste. The Contractor shall maintain an appropriate on-site file of all required material safety data sheets for any and all products used in the course of completing this Contract.

D. Contractor to furnish.

The Contractor shall provide at his sole expense all materials, equipment and supplies needed to complete the work with the exception of those items being provided by the Village as itemized above. The items to be furnished by the Contractor shall include but not be limited to the following:

- i. All cleaning materials including detergents, soaps, waxes, cleaners, and shampoos. **(Exception is cleaning material for the Water Plant laboratory)**
- ii. All power and hand equipment including wiping and dust rags, mops, brooms, buckets, vacuum cleaners, buffing machines, and specialty equipment including mobile waste collection containers.
- iii. A listing of equipment and materials to be used. All materials and equipment shall be of industrial or commercial type and are to be approved by the Village prior to their use.
- iv. A record of all Safety Data Sheets for those products and materials used or stored on Village property shall be maintained on-site at all times for public reference.
- v. All appropriate protective/safety equipment and clothing necessary for work crew members to perform tasks safely in compliance with federal and state regulations and product manufactures instructions.

E. Completion of Work

The Contractor shall establish a general **schedule for the completion of the work** outlined by this contract, **Attachment B**. The schedule shall be submitted to the Director of Public Works or designee at the commencement of the Contract and shall be updated at any time revisions in the schedule occur. The schedule shall include the general order and locations in which daily tasks will be accomplished and shall be posted in the designated space provided to the Contractor.

- i. **Schedule:** The Contractor shall perform his work in accordance with the schedules submitted to and approved by the Director of Public Works or designee. The schedule will indicate the day, date or period by which the scheduled task will be completed.
- ii. **Regular Reporting:** It shall be the Contractor's responsibility to ensure that sufficient manpower is available to complete the assigned tasks irrespective of sickness, holidays, vacations or other personnel matters. The report will indicate the name of the Foreman which will be assigned to oversee services. The services of not less than one working Foreman, experienced in custodial services, will be provided each day. The Foreman shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Foreman will schedule and coordinate all services and functions as required by the agreement and as specified in the task schedule. The Foreman shall ensure staff consistently sign off on posted check list.
- iii. **Meetings.** The Foreman will meet with the Director of Public Works or designee on a bi-weekly basis, more frequently, if necessary, to discuss schedules, problems, needs and mutual areas of concern. The Contractor shall establish a system whereby notice can be given by the Village to the Contractor indicating problems, complaints and other agreement discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests

F. Working Hours

The contractor shall schedule workdays Monday through Friday, exclusive of Village holiday.

- Police Station cleaning is to be completed Sunday through Thursday, with weekday cleaning not commencing before 6:00 PM.
- Electric Plant and Water Plant cleaning is to be completed between 6:30am and 3:00PM only on Monday and Thursday, inclusive of Village holidays.
- Train Stations Sunday through Thursday
- Village Hall cleaning not to start before 10:30PM
- Municipal Maintenance Yards Building/Facilities cleaning not to start before 4:00PM

Routine work hours shall be coordinated with the Director of Public Works or designee and the Contractor. As the buildings are occupied on a continuous basis, there is flexibility regarding this issue. Work occurring outside of scheduled hours will be allowed only as authorized by the Director of Public Works or designee. The Contractor shall be available and provide a telephone number for 24 hour emergency call back for special cleaning under unusual conditions.

- Examples of unusual conditions are disinfecting and cleaning the carpet areas, flood damage clean up, etc. If possible, hours for such call back will be adjusted to coincide with the eight (8) hour workday otherwise payment at the established hourly rate will apply.

G. Security and Access

The Contractor will be working in several areas which have limited access. All such areas shall be maintained in a secured condition at all times and these areas shall be locked immediately upon completing the required work. The contractor shall furnish, and each employee shall display identification while on the premises. The employees assigned to the Police Station by the contractor will remain consistent and will not rotate from week to week. On the initial visit to the Police Station, each employee and foreman shall provide a government issued photo ID to a police designee. The police reserve the right to reject any employee from the premises.

7. Cleaning Standard and Workmanship

It is the intent of these specifications for the Contractor to provide a high level of service in building maintenance and custodial care. The following statements indicate general standards and workmanship to be furnished under this agreement:

- A. A satisfactory and acceptable floor or carpet will not have visible dust, streaks, mars or dirt, including corners, behind doors or under furniture. All paper clips, staples, etc. shall be picked up. The use of vacuuming equipment and/or treated dust mops will be used to keep the floors and stairs clean.
- B. Satisfactory and acceptable wet mopping will present a clean floor free from streaks, smears and dried dirt. Safe, all-purpose detergents will be used on all resilient and hard floor surfaces. Proper warning signs, in good repair, shall be placed advising of wet or slippery floor conditions.
- C. Satisfactory and acceptable waxing, finishing, and polishing will be accomplished through the use of a thin coat of evenly layered wax or finish. Floors will be bright and clean under furniture as well as in traveled areas. Wax, finish or polish will not be allowed to dry on wall bases, furniture legs, equipment etc.
- D. Glass, mirror or vitreous surfaces will be free from streaks, smears, and spots.
- E. All storage areas and janitorial closets shall be maintained in a clean and orderly condition with all materials and equipment properly sorted at all times.
- F. No feather dusters allowed. When dusting the use of techniques are required to prevent air borne dust.
- G. HEPA vacuums are required and to be verified by the Public Works Department.
- H. All products used must be approved prior to application and Safety Data Sheets shall be provided and maintained in the janitorial area.
- I. Notify Public Works when performing work other than daily tasks.

8. Village Responsibilities.

Village to furnish. In support of this agreement, the Village will supply the following at no cost to the Contractor:

- A. All paper products including toilet paper, paper towels, etc.
- B. All liquid/bar hand soaps and creams used, all deodorant blocks for urinals.
- C. Locations for storage of contractor's equipment and supplies.

- D. Adequate trash receptacles for refuse disposal.
- E. Plastic liners for trash receptacles.
- F. A central point for refuse disposal.
- G. All cleaning chemicals to be used in the Water Plant laboratory.

9. Village Reserves Right to Exclude

Due to the presence of certain sensitive documentation/information/property within the Department Offices/Facilities, the Village reserves the right to conduct criminal background checks of any and all persons designated by the Contractor to provide services outlined by this contract within or about the Department. The Village may deny access to such facilities to any person without disclosure of reason to the Contractor.

10. Contractor Access

The Contractor shall be allowed access to the building to perform the required work in accordance with the times set forth in paragraph I. above. Due to meetings or other scheduled activities, the Contractor may have to revise his normal working schedule. All activities of the Contractor will be coordinated through the Director of Public Works or designee. In various meeting rooms and conference rooms, the daily custodial services cannot be completed until cessation of the meeting. The Contractor's operations shall not interfere with the conduct of these meetings, and all required custodial services shall be provided irrespective of the duration of the meeting.

11. Premise

This agreement under which these contractual services are to be provided will be under the direct supervision of the Director of Public Works or authorized representatives. Any alterations or modifications of the work performed under this agreement shall be made only by written agreement between the Contractor and the Village and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

12. Special and unforeseen work.

Due to the generalized nature of the work under this agreement, instances may occur where the Village desires to have additional cleaning and custodial services provided beyond the original intent of this agreement. Payment for these services will be made based on the bid proposal to these specifications and any negotiations between the Contractor and the Director of Public Works or designee, prior to the performance of the additional work.

13. Schedule of Prices

Bidder shall fill-in the estimated number of work crew man hours for each facility for daily, bi-weekly, weekly, monthly, semi-annual, and annual tasks. 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.

PRICING IS BASED ON 3 MONTH MINIMUM
PROBABLE START 4-1-23

Schedule of Prices								
Location	Daily	Bi-Weekly	Weekly	Monthly	Semi-Annual	Annual	Total Man-Hours	Cost (\$) Per Year
510 Green Bay Rd. Winnetka Village Hall				\$1995.00				
410 Green Bay Road Police Station				\$1995.00				
1390 Willow Rd. Municipal Maintenance Yard				\$1898.00				
754 Elm St. Elm St. Train Station				\$620.00				
1065 Gage St. Hawthorn Woods Train Station				\$620.00				
725 Tower Road Electric Plant				\$313.00				
735 Tower Road Water Plant				\$313.00				
TOTAL FOR 1 MONTH								\$7,754.00

Supplemental Pricing	
Deep clean at Water Plant	\$
Deep clean at Electric Plant	\$
Fleet Building parts room - Strip / seal and refinish hard surface floors (approximately 700 square feet)	\$
Rate to complete the daily tasks at 754 Elm Street – Elm Street Train Station on Saturday, after 2pm. 1 st Saturday of June through 3 rd Saturday of October (Rate per day)	\$ 48.00
Labor Assistance Hourly Rate per Laborer	\$ 19.75
Day Porter Hourly Rate (Optional)	\$ 19.75

Schedule of Prices								
Location	Daily	Bi-Weekly	Weekly	Monthly	Semi-Annual	Annual	Total Man-Hours	Cost (\$) Per Year
510 Green Bay Rd. Winnetka Village Hall:				\$1,995.00				
410 Green Bay Road Police Station				\$1,995.00				
1390 Willow Rd. Municipal Maintenance Yards:				\$1,898.00				
754 Elm St. Elm St. Train Station:				\$620.00				
1065 Gage St. Hubbard Woods Train Station				\$620.00				
725 Tower Road Electric Plant				\$313.00				
735 Tower Road Water Plant				\$313.00				
A. Sub Total for one (1) year								\$7,754.00
B. Grand Total for three (3) years (A x 3)								

Supplemental Pricing	
Rate to complete the daily tasks at 754 Elm Street – Elm Street Train Station on Saturday, after 2pm. 1 st Saturday of June through 3 rd Saturday of October (Rate per day)	\$ 48.00
Labor Assistance Hourly Rate per Laborer	\$ 19.75
Day Porter Hourly Rate (Optional)	\$ 19.75

ATTACHMENT B

510 GREEN BAY ROAD WINNETKA VILLAGE HALL (1 of 2)

Areas: Offices, Conference Rooms, Entrances, Doors, Hallways, Washrooms, Lunchroom and Exercise Room, Council Room and Elevator.

Daily Tasks (Monday thru Friday)
Empty trash and sanitary containers, damp clean exterior and reline as needed
Empty recycle containers.
Spot clean Lobby doors and interior glass
Clean sinks (no dishes), counter tops and drinking fountains.
Clean counter & table tops in lunch room.
Vacuum carpeting, mats and runners.
Wet mop hard floor surfaces, stairs and landings with disinfectant.
Vacuum and spot clean elevator.
Clean and sanitize restroom fixtures including toilet bowls, toilet seats (both sides), urinals, sinks and countertops.
Wash wall areas around sinks, paper towel containers and urinals.
Clean and refill all dispensers.
Keep janitor's room and closets in neat and organized fashion.
Leave only designated lights on.
Report any unusual circumstances or problems.
Secure exterior doors.

Weekly Tasks
Wash lobby door glass, interior office door glass and mirrors. Perimeter windows excluded
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Spot clean carpeting.
Dust desktops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe unobstructed horizontal surfaces.
Damp wipe fronts, sides, and tops of vending machines and appliances.
Wash table tops.
Clean exercise room flooring & mirrors.
Assigned foreman shall meet with Police designee to review ongoing progress.

**510 GREEN BAY ROAD
WINNETKA VILLAGE HALL
(2 of 2)**

Monthly Task
Buff hard surface floors (Exclude Stairs).
Detail vacuum corners, edges and hard-to-reach areas.
Damp wipe vinyl chairs, tables and counters.
Clean and sanitize exercise room equipment
Clean exercise room flooring
Spot clean vertical surfaces as applicable
Spot clean carpeting.

Semi-Annual Tasks
Vacuum fabric chairs.
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors
Shampoo all carpets
Clean refrigerator & sanitize (including interior if all items removed)
Dust all open ceiling light fixtures, remove panels from covered ceiling lighting and clean both.
Dust all HVAC ceiling vents and neighboring ceiling tile
Clean and sanitize all restroom surfaces floor to ceiling.

**410 GREEN BAY ROAD
POLICE STATION
(1 of 2)**

Areas: Offices, Conference Rooms, Entrances, Doors, Hallways, Washrooms, Lunchroom and Exercise Room, and Elevator.

Daily Tasks (Sunday thru Thursday)
Empty trash and sanitary containers, damp clean exterior and reline as needed
Empty recycle containers.
Spot clean Lobby doors and interior glass
Clean sinks (no dishes), counter tops and drinking fountains.
Clean counter & table tops in lunch room.
Vacuum carpeting, mats, and runners.
Wet mop hard floor surfaces, stairs, and landings with disinfectant.
Vacuum and spot clean elevator.
Clean and sanitize restroom fixtures including toilet bowls, toilet seats (both sides), urinals, sinks and countertops.
Wash wall areas around sinks, paper towel containers and urinals.
Clean and refill all dispensers.
Keep janitor's room and closets in neat and organized fashion.
Leave only designated lights on.
Report any unusual circumstances or problems.
Secure exterior doors.

Weekly Tasks
Wash lobby door glass, interior office door glass and mirrors. Perimeter windows excluded
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Spot clean carpeting.
Dust desk tops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe unobstructed horizontal surfaces.
Damp wipe fronts, sides, and tops of vending machines and appliances.
Wash table tops.
Clean exercise room flooring & mirrors.
Assigned foreman shall meet with Police designee to review ongoing progress.
Damp wipe of surfaces and floor sweep of detention area

**410 GREEN BAY ROAD
POLICE STATION
(2 of 2)**

Monthly Task
Buff hard surface floors (Exclude Stairs).
Detail vacuum corners, edges and hard-to-reach areas.
Damp wipe vinyl chairs, tables and counters.
Clean and sanitize exercise room equipment
Clean exercise room flooring
Spot clean vertical surfaces as applicable
Spot clean carpeting.
Power wash garage & sally port floors. (twice a month during the months of December-March).
Dust windows coverings

Semi-Annual Tasks
Vacuum fabric chairs.
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors
Shampoo all carpets
Clean refrigerator & sanitize (including interior if all items removed)
Dust all open ceiling light fixtures.
Clean and sanitize all restroom surfaces floor to ceiling.
Remove panels from covered ceiling lighting and clean both.

**1390 WILLOW ROAD
MUNICIPAL MAINTENANCE YARDS FACILITY
(1 OF 2)**

Areas: Offices, Conference Rooms, Entrances, Doors, Hallways, Washrooms, Lunchroom and Exercise Room, Laundry Area and Locker Rooms.

Daily Tasks (Monday thru Friday)
Empty trash and sanitary containers, damp clean exterior and reline as needed
Empty recycle containers.
Spot clean all doors and interior glass
Clean and sanitize sinks (no dishes), counter tops, microwave and drinking fountains.
Vacuum carpeting, mats and runners.
Wet mop or spot mop hard floor surfaces with disinfectant.
Clean and sanitize restroom fixtures including toilet bowls, toilet seats (both sides), urinals, sinks and countertops.
Wash wall areas around sinks, paper towel containers and urinals.
Clean and refill all dispensers.
Keep janitor's room and closets in neat and organized fashion.
Leave only designated lights on.
Report any unusual circumstances or problems.
Secure exterior doors and windows

Weekly Tasks
Wash lobby door glass, interior office door glass and mirrors. Perimeter windows excluded
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Dust unobstructed desktops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe unobstructed horizontal surfaces.
Damp wipe fronts, sides, and tops of vending machines and appliances.
Wash table tops.

**1390 WILLOW ROAD
MUNICIPAL MAINTENANCE YARDS FACILITY
(2 OF 2)**

Monthly Task
Buff hard surfaces to a high gloss shine.
Detail vacuum corners, edges and hard-to-reach areas.
Damp wipe vinyl chairs, tables and counters.
Clean and sanitize exercise room equipment
Spot clean vertical surfaces as applicable
Spot clean carpeting.

Semi-Annual Tasks
Vacuum fabric chairs.
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors
Clean refrigerator & sanitize (including interior)
Dust all open ceiling light fixtures.
Clean and sanitize all restroom surfaces floor to ceiling.

Annual Tasks
Strip / seal and refinish hard surface floors
Shampoo all carpets

**754 ELM ST.
ELM STREET TRAIN STATION
(1 OF 2)**

Daily Tasks (Sunday thru Thursday)
Empty trash and sanitary containers, damp clean exterior and reline as needed
Spot clean all doors and interior glass
Vacuum carpets, mats and runners.
Dust mop or sweep hard surface floors.
Wet mop
Clean and refill dispensers (paper, soap, etc)
Clean mirrors and bright work
Clean and sanitize sinks, toilets and urinals.
Wash wall areas around sinks, paper towel containers and urinals.
Damp wipe and sanitize tables and counters
Keep janitor's area in neat and organized fashion.
Report damage or irregularities
Secure exterior doors and windows
Leave only designated lights on.

Weekly Tasks
Wash lobby door glass and interior office glass. Perimeter windows excluded
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Spot clean carpeting.
Dust unobstructed desk tops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe desks and chairs.

**754 ELM ST.
ELM STREET TRAIN STATION
(2 OF 2)**

Monthly Task
Buff hard surface floors to a high gloss shine.
Spot clean door frames and light switches.
Spot clean partitions and walls

Semi-Annual Tasks
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors.
Strip / seal and refinish hard surface floors.
Dust all open ceiling light fixtures.
Clean and sanitize all restroom surfaces floor to ceiling.

**1065 GAGE ST.
HUBBARD WOOD TRAIN STATION
(1 OF 2)**

Daily Tasks (Sunday thru Thursday)
Empty trash and sanitary containers, damp clean exterior and reline as needed
Spot clean all doors and interior glass
Vacuum carpets, mats and runners.
Dust mop or sweep hard surface floors.
Wet mop
Clean and refill dispensers (paper, soap, etc)
Clean mirrors and bright work
Clean and sanitize sinks, toilets, and urinals.
Wash wall areas around sinks, paper towel containers and urinals.
Damp wipe and sanitize tables and counters
Keep janitor's area in neat and organized fashion.
Report damage or irregularities
Secure exterior doors and windows
Leave only designated lights on.

Weekly Tasks
Wash lobby door glass and interior office glass. Perimeter windows excluded
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Spot clean carpeting.
Dust unobstructed desk tops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe desks and chairs.

**1065 GAGE ST.
HUBBARD WOOD TRAIN STATION
(2 OF 2)**

Monthly Task
Buff hard surface floors to a high gloss shine.
Spot clean door frames and light switches.
Spot clean partitions and walls

Semi-Annual Tasks
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors.
Strip / seal and refinish hard surface floors.
Dust all open ceiling light fixtures.
Clean and sanitize all restroom surfaces floor to ceiling.

**735 TOWER ROAD
WINNETKA WATER PLANT
(1 of 2)**

Areas: Offices, Entrances, Doors, Hallways, Washrooms, Lunchroom, Laboratory, and Locker Rooms.

Bi-Weekly (Monday & Thursday)
Empty trash and sanitary containers, damp clean exterior and reline as needed
Empty recycle containers.
Spot clean all doors and interior glass
Clean and sanitize sinks (no dishes), counter tops, microwave and drinking fountains.
Vacuum carpeting, mats and runners.
Sweep all floors and staircases.
Wet mop or spot mop hard floor surfaces with disinfectant. Second floor only.
Clean and sanitize restroom fixtures including toilet bowls, toilet seats (both sides), urinals, sinks and countertops.
Wash wall areas around sinks, paper towel containers and urinals.
Clean and refill all dispensers.
Keep janitor's room and closets in neat and organized fashion.
Leave only designated lights on.
Report any unusual circumstances or problems.
Secure exterior doors and windows

Weekly Tasks
Wash door glass, interior office door glass and mirrors. Perimeter windows excluded
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Dust unobstructed desktops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe unobstructed horizontal surfaces.
Damp wipe fronts, sides, and tops of vending machines and appliances.
Wash table tops including lab table top.

**735 TOWER ROAD
WINNETKA WATER PLANT
(2 of 2)**

Monthly Task
Buff hard surfaces to a high gloss shine.
Detail vacuum corners, edges and hard-to-reach areas.
Damp wipe vinyl chairs, tables and counters.

Semi-Annual Tasks
Vacuum fabric chairs.
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors
Clean refrigerator & sanitize (including interior)
Dust all open ceiling light fixtures.
Dust all HVAC ceiling vents and neighboring ceiling tile
Clean and sanitize all restroom surfaces floor to ceiling.

**725 TOWER ROAD
WINNETKA ELECTRIC PLANT
(1 of 2)**

Areas: Offices, Entrances, Doors, Hallways, Washrooms, Lunchroom, and Locker Rooms.

Bi-Weekly (Monday & Thursday)
Empty trash and sanitary containers, damp clean exterior and reline as needed
Empty recycle containers.
Spot clean all doors and interior glass
Clean and sanitize sinks (no dishes), counter tops, microwave, lunchroom table and drinking fountains.
Wet mop or spot mop hard floor surfaces with disinfectant.
Clean and sanitize restroom fixtures including toilet bowls, toilet seats (both sides), urinals, sinks and countertops.
Wash wall areas around sinks, paper towel containers, bathroom stalls and urinals.
Clean and refill all dispensers.
Keep janitor's room and closets in neat and organized fashion.
Leave only designated lights on.
Report any unusual circumstances or problems.
Sweep and mop "breezeway" between Electric and Water Plant

Weekly Tasks
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Dust unobstructed desktops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe unobstructed horizontal surfaces.
Damp wipe fronts, sides, and tops of appliances.

**725 TOWER ROAD
WINNETKA ELECTRIC PLANT
(2 of 2)**

Monthly Task
Buff hard surfaces to a high gloss shine.
Detail vacuum corners, edges and hard-to-reach areas.
Damp wipe vinyl chairs, tables and counters.

Semi-Annual Tasks
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors
Clean refrigerator & sanitize (including interior)
Dust all open ceiling light fixtures.
Dust all HVAC ceiling vents and neighboring ceiling tile
Clean and sanitize all restroom surfaces floor to ceiling.

END OF BID SPECIFICATIONS

**VILLAGE OF WINNETKA
CONTRACT FOR VILLAGE CUSTODIAL SERVICES**

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

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

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

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

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

1. Nature of Business

State the nature of Bidder's business: _____

2. Composition of Work

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

_____% Federal	_____% As Contractor	_____% Bidder's Forces
_____% Other Public	_____% As Subcontractor	_____% Subcontractors
_____% Private		_____% Materials

3. Years in Business

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

4. Predecessor Organizations

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

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
-------------	----------------	--------------

_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
-----------------------	-------------	---------------	-------------------

_____	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

PROJECT ONE

PROJECT TWO

PROJECT THREE

Contractor
(If Bidder was)
(Subcontractor)

Amount of Contract

\$7,754.00 PER MONTH

Date Completed

DATED: _____, 20____.

Bidder

Attest

By:

By:

Title:

Title:

Subscribed and Sworn to before me on

Notary Public

My commission expires:

9/15, 2023.

12/19, 2023



ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of Apr. 13, 2023.

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

VILLAGE OF WINNETKA

Signature:

Printed name:

Title:



Robert Bagan
Village Manager



Agenda Item Executive Summary

TITLE: Resolution No. R-64-2023: Approving an Agreement with B&B Holiday Decorating, LLC for Installation and Removal of Holiday Lighting on Public Trees (Adoption)

PRESENTER: Erik Jensen

AGENDA DATE: June 20, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

In 2018, the Village awarded a three (3) year contract, with an optional two (2) year extension, for the installation and removal of holiday lighting for public trees throughout the Village to B & B Holiday Decorating, LLC. This Contract was concluded in 2023, and as per Village Code, Public Works prepared and publicly advertised for a new Holiday Lighting contract.

EXECUTIVE SUMMARY:

Following the 2022/23 winter holiday season, the Village completed a three (3) year contract, with a two (2) year extension, which was awarded in May, 2018, with B&B Holiday Decorating, LLC. On May 1, 2023, a bid notice (FRB #022-014) for a new Holiday Lighting contract was advertised on Demand Star. The proposed contract, covering winter holiday seasons from 2023-24 through 2025-26, was written to include a set period of three (3) years with a municipal option to extend the contract for an additional two (2) years based upon the quality of service provided. As in past years, the program includes removal, installation, and maintenance of lighting on certain public trees in the Village's three business districts, the Village Yards, and the Ceremony tree.

On May 22, 2023, the Village opened sealed Bids for installation and removal of holiday lighting of public trees throughout the Village. A total of two (2) companies submitted Bids for consideration. After careful consideration of the Bids, Public Works personnel determined that the low Bidder - Kinnucan Tree Experts and Landscape Company of Lake Bluff, Illinois - had submitted an incomplete Bid document. Public Works personnel contacted this Bidder on two different occasions requesting submittal of the missing Bid exhibit. When these requests for the missing exhibit were denied, the Bidder was disqualified from further consideration.

The lowest, most responsive Bid submittal for this publicly bid contract was received from B&B Holiday Decorating, LLC., of Des Plaines, Illinois. This firm was previously awarded the contract in 2018 and has successfully and satisfactorily executed and completed holiday lighting contracts over the past five (5) years. As part of this Contract, Public Works personnel worked with B&B to plan for the full removal and re-installation of all municipal holiday tree lights during the next four (4) years, and then continuing on that cycle going forward, as described in the attached Exhibit B.

This Contract will be paid for from the Holiday Lighting budget (Account No. 100.30.01-543). The total contract amount for the three (3) year agreement, covering three (3) holiday seasons, is expected to be \$112,200 with the annual budget amount not to exceed \$37,400. Additional lighting requests by the Village could alter this amount. The current annual budget for holiday lighting is \$50,000.

Staff recommends awarding the multi-year contract for Holiday Lighting to &B Holiday Decorating, LLC., of Des Plaines, Illinois and rejecting the proposal of Kinnucan Tree Experts and Landscape Company of Lake Bluff, Illinois.

RECOMMENDATION:

Consider adoption of Resolution No. R-64-2023 authorizing the Village Manager to approve a contract with B&B Holiday Decorating, LLC., to complete the 2023-2026 Holiday Lighting Program for an annual amount not to exceed \$37,400 and authorize the Village Manager to execute the Contract.

ATTACHMENTS:

1. Resolution No. R-64-2023: Approving an Agreement with B&B Holiday Decorating, LLC for Installation and Removal of Holiday Lighting on Public Trees

RESOLUTION NO. R-64-2023

**A RESOLUTION APPROVING AN AGREEMENT WITH
B&B HOLIDAY DECORATING, LLC FOR
INSTALLATION AND REMOVAL OF HOLIDAY LIGHTING ON PUBLIC TREES**

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 installation and removal of holiday lighting on public trees ("***Services***"); and

WHEREAS, the Village requested bids for the procurement of the Services; and

WHEREAS, the Village received bids for the procurement of the Services and opened the bids on May 22, 2023; and

WHEREAS, the lowest bidder did not provide sufficient documentation in their response, thus, the lowest bidder did not submit a responsive bid; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that B&B Holiday Decorating, LLC ("***Contractor***") is the lowest responsible and responsive bidder for the procurement of the Services; and

WHEREAS, the Village Council desires to enter into an agreement with Contractor for the Services in an amount not to exceed \$112,200.00 ("***Agreement***"); and

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

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

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

SECTION 2: REJECTION OF BID. The bid submitted by Kinnucan Tree Experts and Landscape Company of Lake Bluff, Illinois is hereby rejected. The Village Manager is directed to notify Kinnucan Tree Experts and Landscape Company of Lake Bluff, Illinois of this determination and to return the bid security submitted for this contract to this bidder where required by the bidding documents.

SECTION 3: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement with Contractor in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

June 20, 2023

R-64-2023

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

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

ADOPTED this 20 day of June, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT



**HOLIDAY
DECORATING**

2048 S Foster Ave
Wheeling, IL 60090

To: Village of Winnetka Staff and Officers responsible for Bid #023-014

Re: Amended Bid Pricing for Holiday Lighting Program (2023-2026)

B&B Holiday Decorating, LLC submits the attached amendment to the bid pricing for holiday decorating within the Village of Winnetka for the upcoming 2023-26 holiday seasons. The RFB pricing included does not portray an accurate picture of our price offering for the bid request and the enclosed pricing reflects a more complete and accurate summary of services offered within this bid.

Thank you for considering B&B for your decorating needs, we appreciate your time and value any feedback you have in how to provide better offerings and service in the future.

Sincerely,

Patrick

Patrick Fitzgibbons
Sales Coordinator
B&B Holiday Decorating, LLC
O-847.825.1657
C-224.245.0025
patrick@bbservicesinc.com



**HOLIDAY
DECORATING**

2048 S Foster Ave
Wheeling, IL 60090

The Village of Winnetka
Finance Department
510 Green Bay Rd.
Winnetka, IL 60093

05/22/2023

Proposal:

We hereby propose to supply the labor to maintain, takedown and install new holiday lighting on village trees at the locations listed which includes maintenance of all lighting annually, replacing $\frac{1}{4}$ of lighting on trees (accounting for 1 section) each year with brand new strands so each section maintains a consistent color and appearance. Included in this offering we will also decorate the Ceremony Tree annually per the specs provided in the RFB (offering price listed in RFB) and decorate Village Hall bushes with warm white LED lighting to be removed after each holiday season keeping with work that has been completed in past seasons. The pricing of this offer is reflective of our bid pricing but specifically identified in a manner that is consistent with what the Village has consistently done previously. The timeline as presented includes:

- (2023 Replacement) Section A: Branch wrapping of 43 trees on W. Elm and N. Chestnut section of Downtown Business District
- (2024 Replacement) Section B: Branch wrapping of 41 trees in Hubbard Woods, Indian Hill and at the Public Works
- (2025 Replacement) Section C: Branch wrapping of 42 on E. Elm Downtown Business District
- (2026 Replacement) Section D: Branch wrapping of 35 trees on S. Chestnut and Oak section of Downtown Business District
- Annually: Ceremony Tree Decoration with 75 strands of mini lights and ~2,000 LF of C7/C9 LED lighting
- Annually: Maintain all lighting throughout the village, including replacement of damaged/unusable strands of lights
- Annually: Decorate village hall bushes with warm white LED lighting to be removed after season

Pricing	Total Cost
2023 Holiday Season Total Cost	\$37,400.00
2024 Holiday Season Total Cost	\$37,400.00
2025 Holiday Season Total Cost	\$37,400.00
2026 Holiday Season Total Cost	\$37,400.00

Additional Services Available / Notes:

- Additions, rental or sale of additional materials handled separately following pricing presented in RFB



Agenda Item Executive Summary

TITLE: Chase Bank, 791 Elm Street - Planned Development Concept Plan Review

PRESENTER: Ann Klaassen

AGENDA DATE: June 20, 2023

CONSENT: No

ITEM TYPE: New Business

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

On June 20, the Village Council is scheduled to consider a **planned development concept plan application** filed by Riverside Investment and Development Company (the "Applicant"), as the designee of the property owner, JPMorgan Chase Bank, National Association (the "Owner"), who owns 791 Elm Street (the "Subject Property"). The designated architect for the project is Gensler.

The Applicant has submitted for concept plan review by the Village Council a **three-story commercial planned development** for the Subject Property, which consists of the following elements:

1. Ground floor level of approximately 9,700 square feet, of which 6,800 square feet is retail banking;
2. 24,354 square feet of corporate office space on the two upper levels; and
3. A total of 32 parking spaces consisting of 6 spaces at street level and 26 spaces on the lower (underground) level.

Attached is a separate staff report providing further details regarding the Applicant's request. Included in the staff report and attachments is additional information regarding the Applicant.

RECOMMENDATION:

At the June 20, 2023, Village Council meeting, staff recommends that the Village Council review the Applicant's concept plan application, and that Council members provide individual comments, suggestions or recommendations on the proposed commercial use development.

ATTACHMENTS:

1. Village Council Staff Memo - Chase - Concept Plan
2. Application Materials
3. Existing Photos of Subject Property



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: JUNE 14, 2023
SUBJECT: 791 ELM STREET – JPMORGAN CHASE BANK
PLANNED DEVELOPMENT – CONCEPT PLAN REVIEW
(CASE NO. 23-05-PD)

INTRODUCTION

On June 20, 2023, the Village Council is scheduled to consider a **planned development concept plan application** filed by Riverside Investment and Development Company (the “Applicant”), as the designee of the property owner, JPMorgan Chase Bank, National Association (the “Owner”), who owns 791 Elm Street (the “Subject Property”). The designated architect for the project is Gensler.

The Applicant has submitted for concept plan review by the Village Council a **three-story commercial use planned development** for the Subject Property, which consists of the following elements:

- a) Ground floor level of approximately 9,700 square feet, of which 6,800 square feet is retail banking;
- b) 24,354 square feet of corporate office space on the two upper levels; and
- c) A total of 32 parking spaces consisting of 6 spaces at street level and 26 spaces on the lower (underground) level.

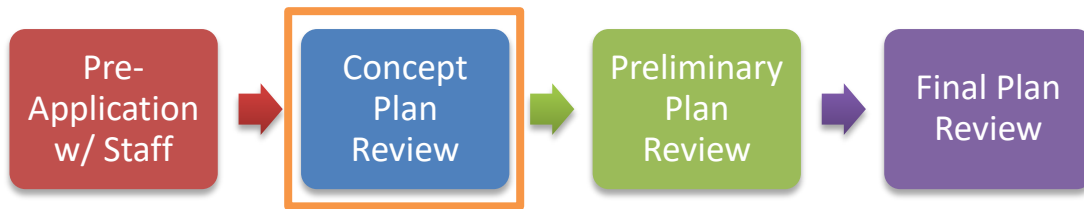
The Applicant’s concept plan application materials are included in **Attachment 2**. The Applicant has also submitted a demolition permit application that would allow removal of the existing Chase bank building on the Subject Property. The Landmark Preservation Commission is scheduled to consider the demolition permit on June 19, 2023.



Figure 1

Proposed Concept Plan - Perspective Drawing – Intersection of Elm Street and Green Bay Road

The purpose of the Village Council’s review of the concept plan application is to broadly acquaint the Council with the Applicant’s proposal and provide the Applicant with any preliminary views or concerns members of the Council may have early in the process when adjustments are still possible and prior to the Applicant expending the funds necessary to prepare the complete documentation required for a preliminary plan application.



After hearing the comments and suggestions from the Village Council, if the Applicant decides to proceed with the project, the Applicant will need to submit a preliminary planned development application with all the required documents for consideration by the Planned Development Commission and the Design Review Board. Property owners within 250 feet of the Subject Property would then be notified of these meetings by mail notice, a notice would be published in the local newspaper, and signs would be posted on the Subject Property. Once the advisory bodies have completed their respective reviews, the Village Council would consider the advisory bodies’ findings and recommendations on the preliminary plan and vote to grant, deny, or modify the planned development application, or the Village Council may return the matter to the Planned Development Commission or Design Review Board for further consideration and findings. Provided the preliminary plan is approved by the Village Council, a final plan must then be submitted for the Village Council’s consideration. If the Council finds the final plan substantially conforms to the approved preliminary plan, the Council will approve the final plan.

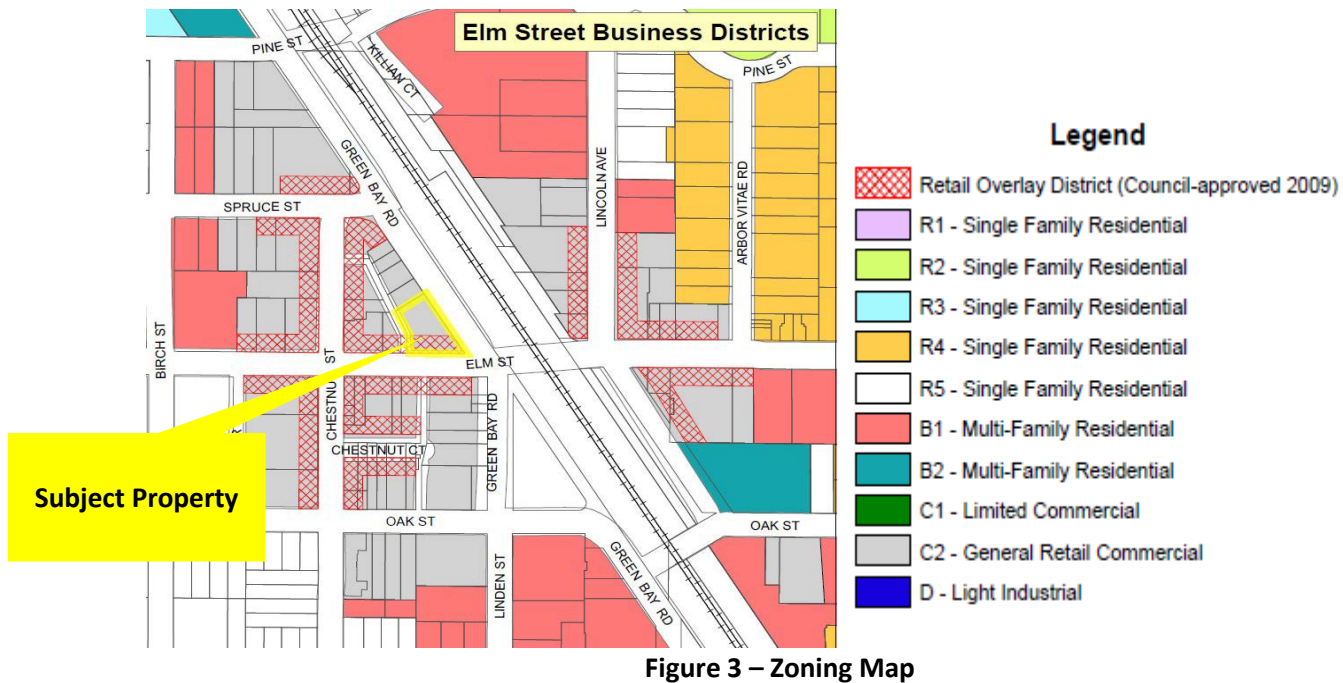
PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.39 acres in size, is generally located on the northwest corner of Elm Street and Green Bay Road (Figure 2) and contains an existing two-story commercial building that is currently occupied by the Applicant with retail banking on the first floor and corporate offices on the second floor. On the north side of the building is a surface parking lot that accommodates approximately 20 vehicles for bank patrons. Photos of the Subject Property are provided in **Attachment 3**.

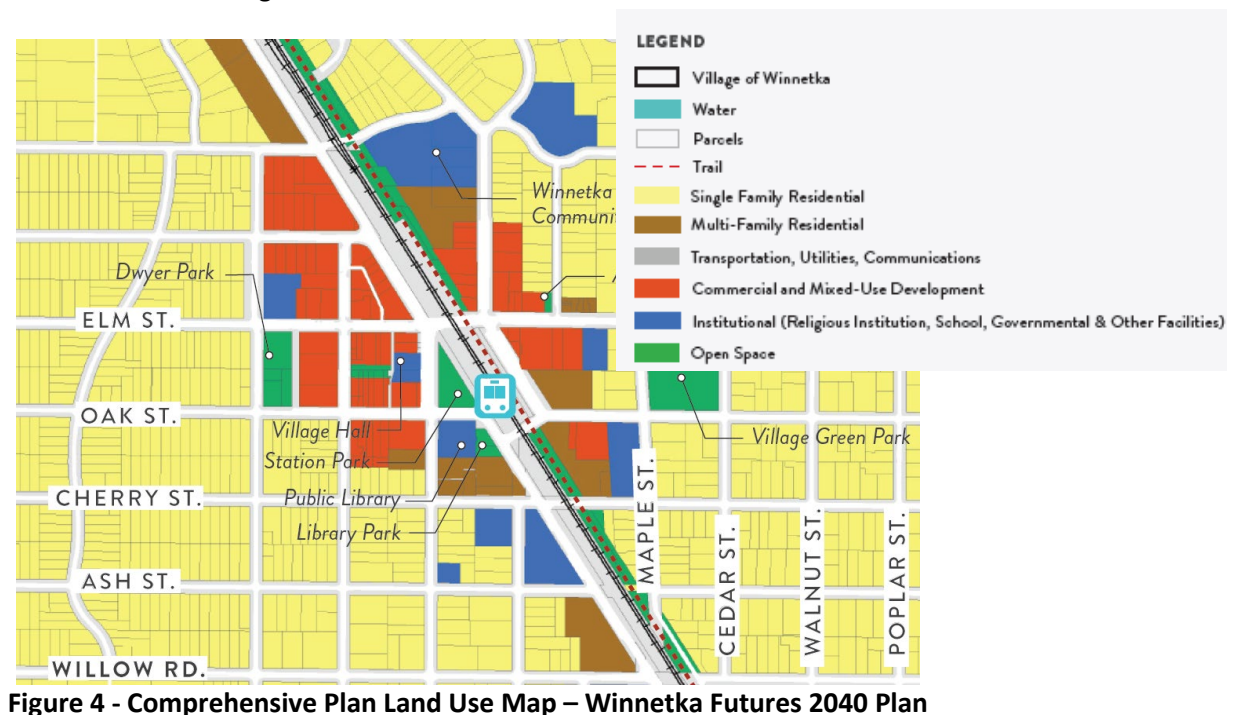


Figure 2 – Aerial Map

The Subject Property is zoned C-2 General Retail Commercial, and a portion is located in the C-2 Overlay District as shown in Figure 3.



The Village’s Comprehensive Plan designates the Subject Property as appropriate for commercial and mixed-use land uses as shown in Figure 4.



PROPERTY BACKGROUND

According to research by the Winnetka Historical Society, the Subject Property has been the site of a bank since 1894. The existing building was constructed in 1964 for Winnetka Trust and Savings Bank and was designed by Peter Mayo with Mayo & Mayo.

PROPOSED PLAN

As described by the Applicant in the attached design narrative included in **Attachment 2**, the existing building has become too small and no longer meets the needs of the Applicant. Therefore, the Applicant has submitted a concept plan for a new three-story commercial use building for consideration by the Village Council. The proposed redevelopment calls for the following:

- 6,800 square feet of retail banking on level 1;
- 12,177 square feet of office space at both level 2 and level 3 (total of 24,354 square feet); and
- 32 parking spaces; 6 at street-level and 26 on the lower-level (underground).

The retail banking space would occupy the majority of the ground-floor level. A drive-through is not included in the proposed plan. The primary entrance would likely be from a lobby accessed from Elm Street, with a secondary entrance lobby accessed from the surface parking lot on the north side of the building. As of the date of this memo, the Applicant is still considering a potential entrance on the southeast corner of the building at Elm Street and Green Bay Road.

The surface parking lot would remain in its current location, although reduced in size from 20 parking spaces to 6 spaces. The lower-level parking would be accessed from the north side of the building with a two-way drive aisle and would accommodate parking for 26 vehicles. This lower-level would extend to fill nearly the entire site below grade. The second and third levels would consist of approximately 24,300 square feet of corporate offices to be occupied by the Applicant.

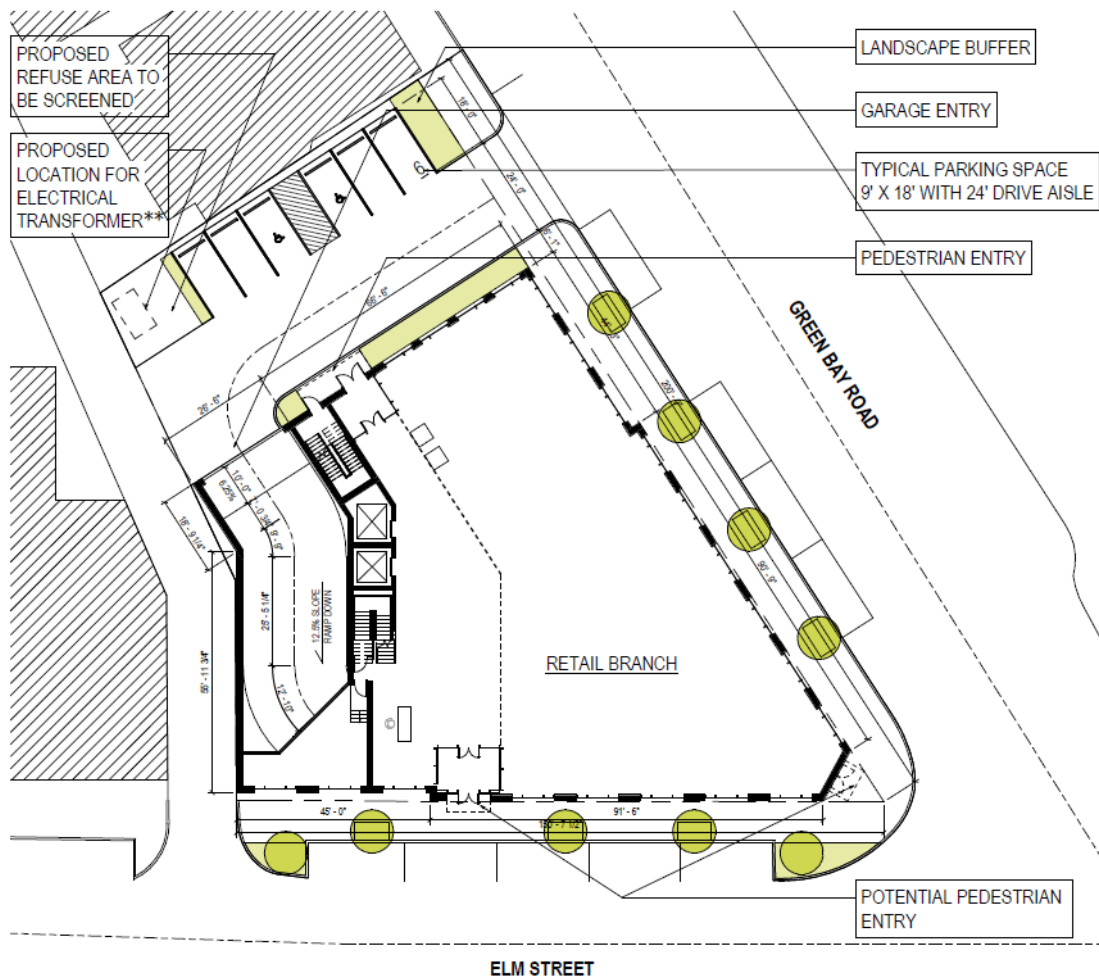


Figure 5 – Concept Plan – Level 1

The Applicant has been working with Village staff to identify a location for the electric transformer that would serve the building. The location has been identified on the northwest corner of the Subject Property, along the public alley. There is an existing electric utility pole located at the northwest corner of the Subject Property which serves not only the Subject Property but also other properties on Green Bay Road and Chestnut Street. The Applicant understands that it is a long-term goal of the Village to underground overhead utilities and is therefore open to considering the possibility of providing a utility easement on the Subject Property to allow for the installation of a shared transformer that would serve other properties in the immediate area. On page 7 of the application materials, the Applicant states that it “will keep an open dialogue with the Village between the concept plan and preliminary plan submission while further due diligence is complete on this likely possibility.”

The façade of the building has subtle Art Deco influences. The proposed building materials include limestone and masonry that would have a similar look as the limestone, with a decorative metal element and clock at the primary corner of the building. During the preliminary plan review process, the Applicant will need to provide further details regarding the design of all building facades.



Figure 6 – Concept Plan – Elm Street Elevation



Figure 7 – Concept Plan – Green Bay Road Elevation

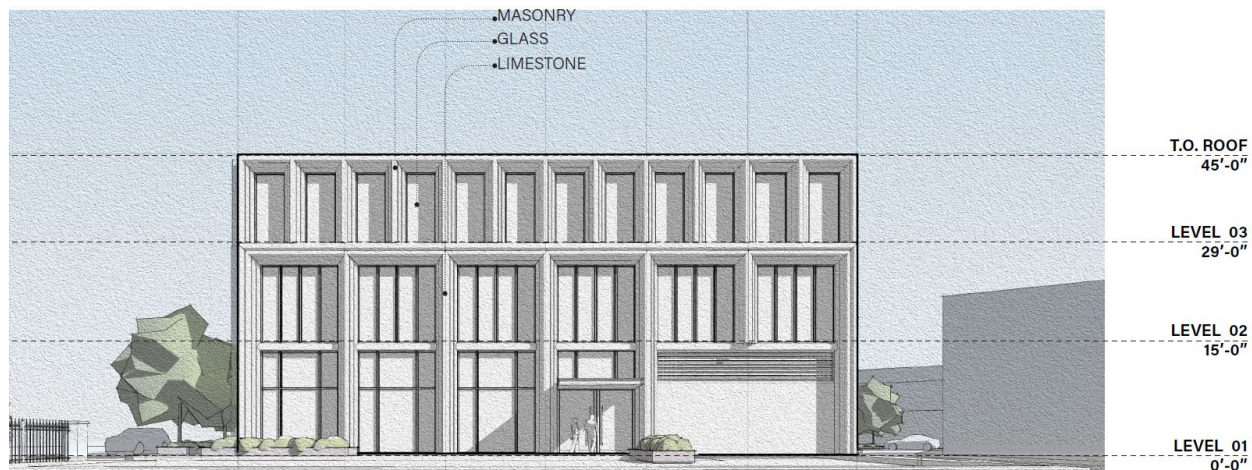


Figure 8 – Concept Plan – North Elevation

REQUIRED ZONING RELIEF

Based upon staff's initial review of the concept plan submitted to date, the following zoning relief has been identified; **additional relief may be necessary as the plans evolve and become more detailed:**

- A. Approval of a Planned Development for a commercial use development, which includes consideration and approval of the following ***special uses and exceptions*** from the requirements of the Zoning Ordinance:
 - a. The maximum building height allowed is 45 feet and 4 stories; the Applicant proposes a three-story building that is 52'-0" to the top of the parapet.
 - b. The maximum front yard setback shall be no more than three feet; the Applicant proposes the building to be setback more than three feet from portions of the property lines along Elm Street and Green Bay Road.
 - c. The minimum rear yard setback requirement is 10 feet; the Applicant proposes less than 10 feet along the northerly property line to accommodate the lower-level parking that would be below the surface parking lot.
 - d. The minimum required number of on-site parking spaces is 35; the Applicant proposes a total of 32 spaces.
 - e. The proposed parking located on street-level requires special use approval.
 - f. The retail bank use on the ground level requires special use approval as a portion of the use would be located within Commercial Overlay District.

Given the development would consist of commercial space greater than 2,500 square feet, the development is required to provide parking at 2 spaces per 1,000 square feet of gross floor area for the commercial space. For calculating the number of required parking spaces, gross floor area is "...measured from the interior faces of the exterior walls, excluding areas used for the storage of merchandise or materials, mechanical equipment rooms, rest rooms, common area elements, including without limitation hallways, and areas used for off street-parking and loading..." Based on the total amount of commercial gross floor area currently proposed, the development is required to provide 35 parking spaces. The Applicant is proposing 32 commercial spaces; therefore, an exception is required.

As part of the request for planned development approval requiring exceptions, an applicant must provide compensating benefits. The purpose of the compensating benefits is to advance the Village's physical, cultural, environmental, and social objectives in accordance with the Comprehensive Plan and other plans and policies. The Applicant has identified on page 4 of the attached concept plan application materials the following:

As a compensating benefit, the new building will be designed with specific sustainable strategies, such as reducing overall energy use and carbon, responsible water practices, responsible material management, and universal and inclusive design principles.

CONSIDERATION BY VILLAGE COUNCIL

Any member of the Village Council may make any comments, suggestions or recommendations regarding the concept plan they deem necessary or appropriate. However, no final or binding action is taken at this concept plan review step. Any views expressed during the Village Council's review of the concept plan are only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done during the concept review shall be deemed to create, or to prejudice, any rights of the Applicant or to obligate the Village Council to approve or deny any preliminary plan application.

RECOMMENDATION

Staff recommends that the Village Council review the Applicant's concept plan application, and that Council members provide individual comments, suggestions, or recommendations on the proposed mixed-use development.

ATTACHMENTS

Attachment 2: Applicant's Concept Plan Application Materials
Attachment 3: Existing Photos of Subject Property

ATTACHMENT 2

PD-C



VILLAGE OF WINNETKA, ILLINOIS

DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNED DEVELOPMENT CONCEPT PLAN APPLICATION

This application addresses the first step of the Village's planned development public review process. **Prior to submittal of this form** and accompanying project details, an applicant is **required** to meet with the Community Development Department staff to discuss the planned development requirements and procedures.

Once this application is received, Village staff will schedule a presentation of the application materials to the Village Council at a regular Council meeting. The purpose of the concept plan presentation to the Council is to broadly acquaint the Village Council with the applicant's proposal and provide the applicant with any preliminary views or concerns that members of the Village Council may have at a time in the process when positions are still flexible, adjustment is still possible, and prior to the time when the applicant is required to expend the funds necessary to prepare the complete documentation required for a preliminary plan application.

At the meeting at which the concept plan application is considered, any member of the Village Council may make any comments, suggestions or recommendations regarding the concept plan application deemed necessary or appropriate by that member; provided, however, that no final or binding action shall be taken with respect to any concept plan application. Any views expressed in the course of the Village Council's review of any concept plan application shall be deemed to be only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done in the course of such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the Village Council, or any member of it, to approve or deny any preliminary plan application following full consideration thereof as required by this Code.

The following materials are the minimum required for the processing of a concept plan review by the Village of Winnetka's Village Council. There is no filing fee for the concept plan review; however, review of a submitted formal *preliminary planned development* application will require payment of a filing fee(s). If you have questions regarding the completion of this process contact the Community Development Department at (847) 716-3525.

Current Property Owner Information

Legal Name: JPMorgan Chase Bank, N.A

Primary Contact: Christopher Perdsock, VP

Address: 10 S Dearborn 25th Floor

City, State, Zip: Chicago, IL 60670

Phone No. 312-385-7253

Email: Christopher.d.perdsock@jpmchase.com

Applicant Information

Legal Name: Riverside Investment and Development
Company

Primary Contact: John O'Donnell

Company: Riverside Investment and Development

Address: 150 N Riverside Plaza st 1800

City, State, Zip: Chicago, IL 60606

Phone No: 312-788-1800

Email: jod@riversideid.com

Property Information *(if more than one parcel is involved in the request please include the information for all parcels)*

Site Location/Address: 791 Elm Street

Parcel Identification Number(s) (PIN): 05-20-208-018-0000

Dimensions and Size of Parcel(s): Total land 17,002sf approx 150' x 200'

Current Zoning: C-2 Zoning

Current Use of the Property: Commercial Retail & Office

Applicant's Current Interest in Property: Development Manager

REQUIRED MATERIALS FOR SUBMISSION

The Applicant must provide 1 hard copy and 1 electronic copy (.pdf), of the following information to Village staff at least two weeks prior to the Village Council meeting date. The Council meets on the 1st and 3rd Tuesdays of the month.

- ☐ If the Applicant is **not** the owner of the subject property, the **current property owner** must submit written authorization allowing the Applicant to pursue the requested action. This letter must be received by Village Staff prior to placing an item on the Village Council agenda.
- ☐ A sketch site plan drawn to scale showing the general layout of proposed buildings and land uses within the property, as well as the general location of vehicular parking and circulation areas and pedestrian circulation systems. Showing the context of the site plan in relationship to surrounding parcels and land uses as well as the adjacent street and sidewalk network would be helpful.
- ☐ A narrative describing the general scale, use and character of the proposed development, including the proposed categories of land uses for property. The narrative should also include a general outline of the project's overall building footprint, impermeable surface area and gross floor area, as well as a summary of the anticipated number and size of **residential** units and parking spaces for a residential development and the number, type and size of proposed uses, as well as anticipated parking areas for commercial developments;
- ☐ A general visual description or images of the architectural style of the proposed development;
- ☐ List of zoning and subdivision exceptions that the planned development requires for approval;
- ☐ The general location and extent of compensating benefits as required by Section 17.58.120 B; the following is a non-exclusive list: (1) the provision of community amenities for public use, such as plazas, malls, formal gardens, places to congregate, outdoor seating, and pedestrian facilities; (2) the preservation of existing historic features; (3) The dedication and provision of public open space and public recreational amenities, such as recreational open space, including accessory buildings, jogging trails, playgrounds, and similar recreational facilities; (4) the adaptive reuse of existing buildings; (5) the provision of public car and/or bike share facilities; (6) the provision of off-street public parking spaces; (7) the provision of affordable housing units; (8) the incorporation of building and site elements that enhance the environment and increase sustainability; and (9) the provision of uses, spaces, or infrastructure that provide a benefit to the public and which there is a demonstrated public need.
- ☐ The nature, scope and extent of public dedications, improvements or contributions to be provided by the applicant; and
- ☐ Applicant's qualifications to carry out the proposed development.

JPMORGAN CHASE & CO.

Chris Perdsock
Vice President
Global Real Estate - West

5/10/2023

Village of Winnetka
Department of Community Development
510 Green Bay Road
First Floor
Winnetka, IL 60093

RE: Designation of Riverside Investment and Development Company as Agent to
Act for Owner (791 Elm St, Winnetka, Illinois 60093 (the "Property"))

To Whom it May Concern:

This Letter confirms that the owner of the above-referenced Property, JPMorgan Chase Bank, National Association, a national banking association; a wholly owned subsidiary or JPMorgan Chase & Co. ("Owner"), has designated Riverside Investment and Development Company ("RIDC"), an Illinois Corporation, to act for the Owner, subject to Owner's consent, before the Village of Winnetka (the "Village") in connection with applying for and negotiation entitlements, zoning and entitlement applications concerning the Property, including without limitation the concept plan submission submitted to the Village on May 12, 2023, concerning the proposed redevelopment of the Property (the "Project"), and its consideration at the upcoming Village meeting.

By signing below, Owner authorizes RIDC to submit the Project application.

Very Truly Yours,

Christopher Perdsock, Vice President
JPMorgan Chase Bank, NA

JPMORGAN CHASE & CO.

Retail Branch + Corporate Offices Concept Plan Application

For Village of Winnetka, IL

May 12th, 2023, revised on June 8th, 2023

DESIGN NARRATIVE

Owner: JPMorgan Chase & Co
Developer: Riverside
Architect: Gensler

Project Address: 791 Elm Street
Use: Retail Branch Bank and Corporate Offices

The proposed development will replace the existing building at 791 Elm Street, currently occupied by JPMC. The current building has increasingly become too small and no longer suits their future business and growth needs. JPMC prefers to remain at the current location in downtown Winnetka.

The new building will be a build-to-suit development to meet the needs of JPMC. The program will comprise of approximately 6800sf of Retail Branch Bank on ground floor and approximately 17,000sf of Corporate Offices on the 2nd and 3rd floors. Below grade parking will be accommodated in a 16,600sf basement garage.

At the intersection of Green Bay Road and Elm Street, the new building serves as a gateway into Winnetka’s central business district and a highly visible landmark in the community. The proposed design carefully considers the context and character of the surrounding neighborhood and seeks to create a building that seamlessly integrates into the fabric of the community while also reflecting the forward-thinking needs of JPMC.

To achieve this, the design breaks down the scale of the building to create visual diversity along the highly walkable Elm Street corridor. By using a variety of materials, textures, and shapes, the building’s façade responds to the rhythm and scale of the adjacent neighborhood, creating a harmonious and visually appealing streetscape.

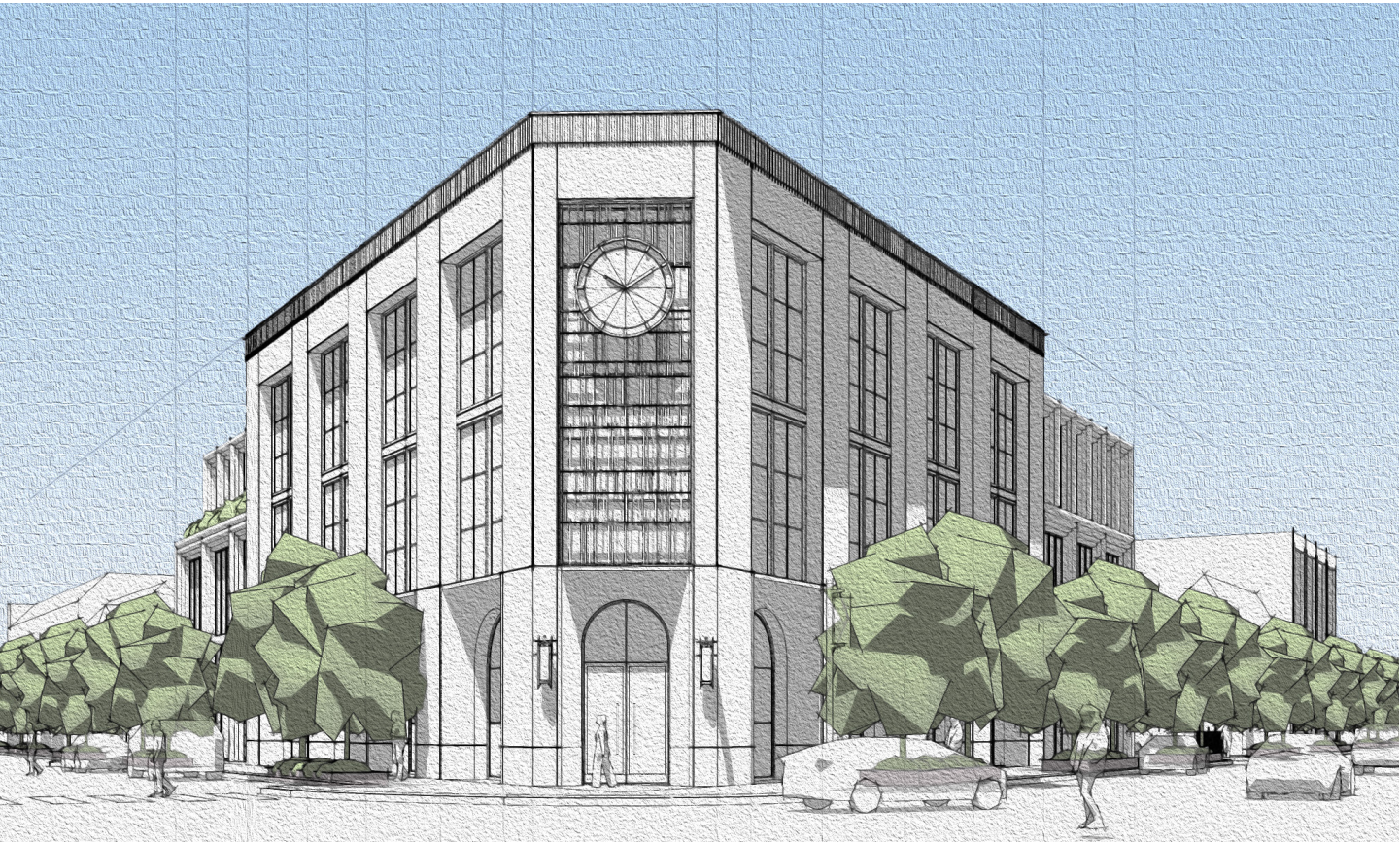
At the corner, the building acknowledges the more vehicular-dominated Green Bay Road by creating a double-height space that showcases a grand stair and the active spaces of the building’s interior. This feature creates a strong visual connection between the building and the street, drawing attention to the building and creating a sense of arrival for visitors.

The design draws inspiration from the natural beauty of Lake Michigan to the east and the

forest preserves to the west. The building’s material palette includes warm, natural colors and textures that complement the surrounding environment and create a sense of warmth and welcome for visitors.

In addition, the design pays homage to Winnetka’s architectural heritage by incorporating subtle Art Deco influences into the building’s design. These features create a timeless and sophisticated look that reflects the village’s history and character while also remaining modern and innovative.

As a **compensating benefit**, the new building will be designed with specific sustainable strategies, such as reducing overall energy use and carbon, responsible water practices, responsible material management, and universal and inclusive design principals.



SITE PLAN

DEVELOPMENT SUMMARY

SITE AREA: 17,002 SQ
= 0.39 ACRE.

TOTAL SF: 34,001 SQ

LEVEL 01: 9,647 SQ
LEVEL 02: 12,177 SQ
LEVEL 03: 12,177 SQ
BASEMENT: 16,612 SQ

TOTAL PARKING: 32

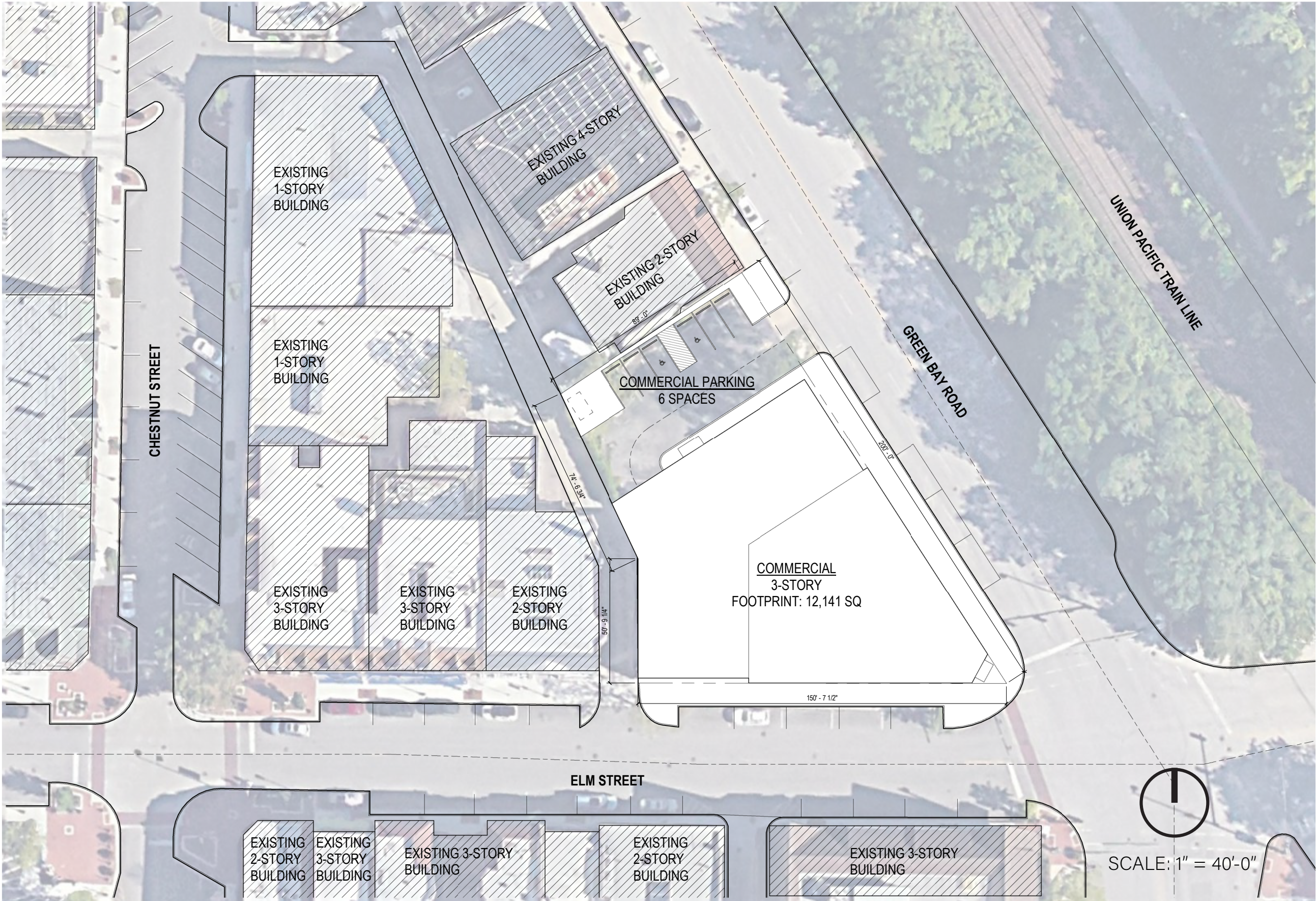
SURFACE PARKING: 6
BELOW-GRADE PARKING: 26

EXCEPTIONS REQUIRED:

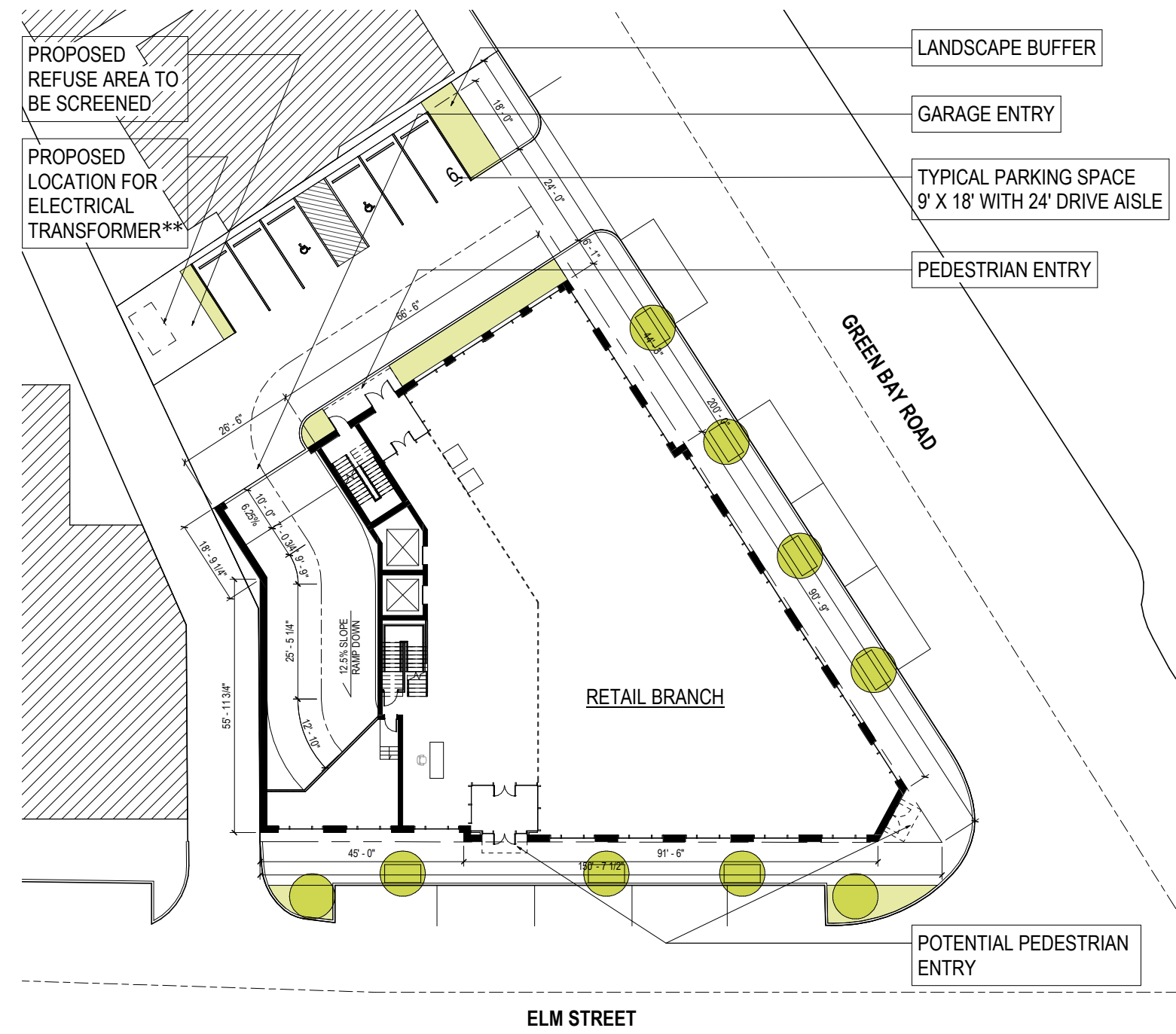
- EXCEPTION TO REDUCE THE MINIMUM REQUIRED REAR YARD SETBACK (NORTH PROPERTY LINE) OF 10 FEET TO ALLOW A PARKING STRUCTURE IN THE REQUIRED YARD
- EXCEPTION TO ALLOW THE BUILDING TO BE SETBACK MORE THAN 3 FEET FROM THE SOUTH AND EAST PROPERTY LINES AT THE SOUTHEAST CORNER.
- EXCEPTION TO REDUCE THE MINIMUM REQUIRED LANDSCAPING AREA OF AT LEAST 5 FEET DEEP ALONG THE REAR PROPERTY LINE.
- EXCEPTION TO REQUIRE FEWER PARKING SPACES THAN REQUIRED BY THE ZONING ORDINANCE.
- EXCEPTION TO EXCEED HEIGHT LIMIT AT CORNER.

SPECIAL USE REQUIRED:

- RETAIL BANK
- PARKING AT STREET LEVEL



FLOOR PLAN



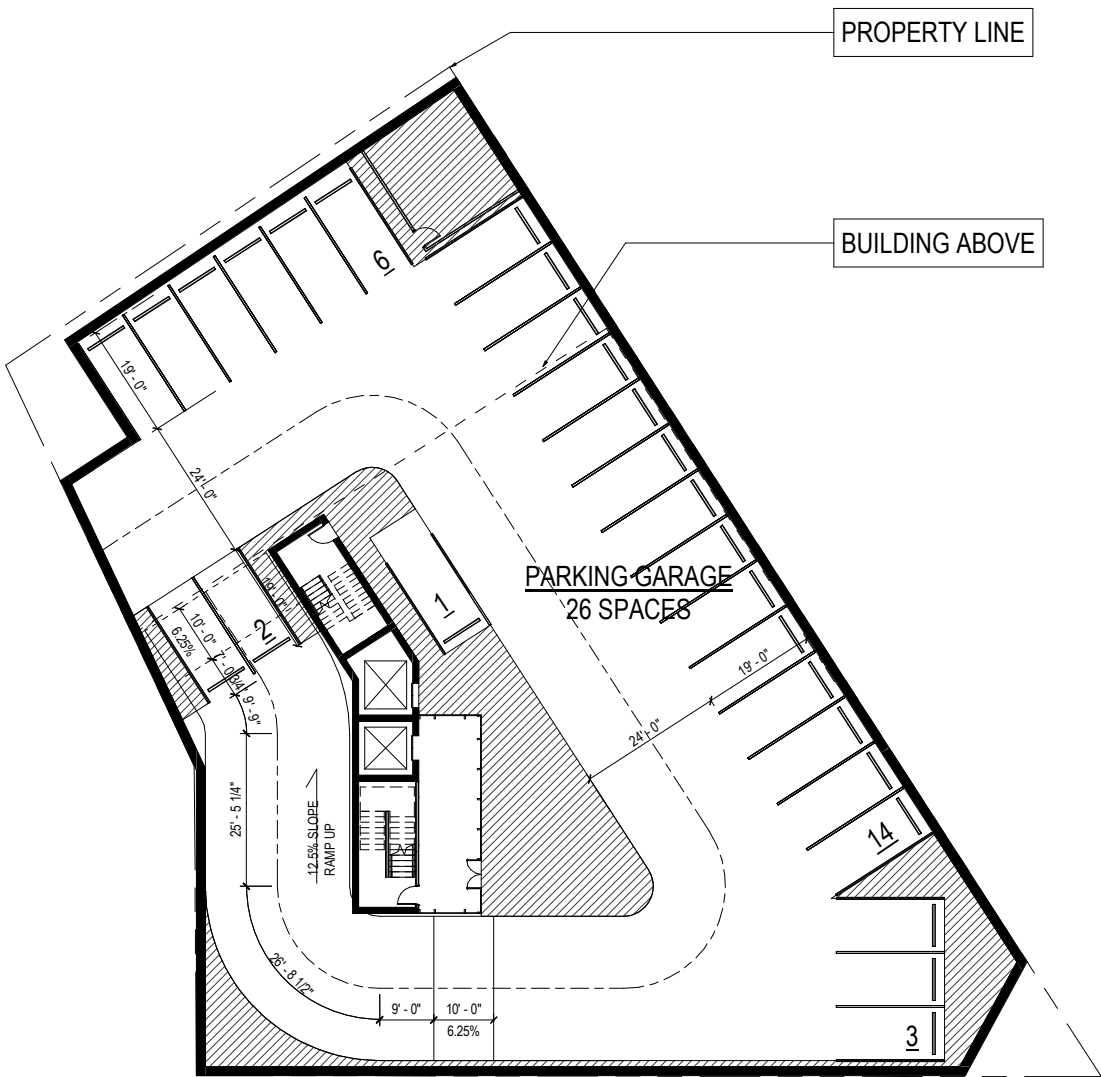
LEVEL 01

GSF: 9,647 sq.ft.

Floor Area* calculated for parking: 5,440 sf.ft. (Appendix A)

SCALE: 1/32" = 1'-0"

**Chase understand the Village of Winnetka's long term goal is to relocate all remaining overhead utilities to an underground distribution. Chase wants to be a supporter of this ultimate goal of the Village and remain open to the possibility of providing a utility easement on its property in order to allow the installation of a shared utility transformer to serve the residents of the public ally. Chase will keep an open dialogue with the Village between the concept plan and preliminary plan submission while further due diligence is complete on this likely possibility.



BASEMENT

GSF: 16,612 sq.ft.

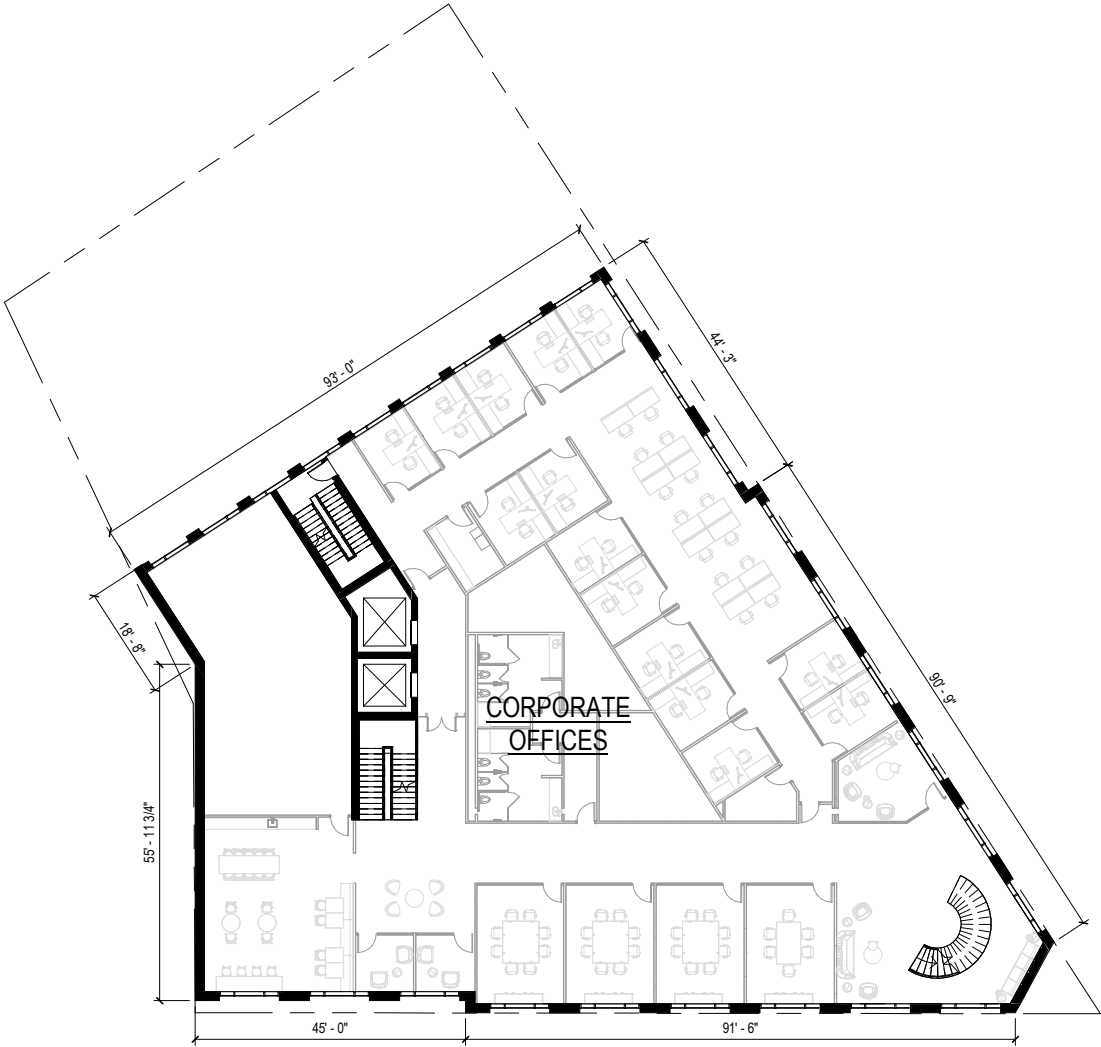
Floor Area* calculated for parking: 0 sf.ft. (Appendix A)

SCALE: 1/32" = 1'-0"

*Floor Area calculated for parking purposes follows zoning ordinance **section 17.64.110.F.3.** "the gross floor area shall be measured from the interior faces of the exterior walls, excluding areas used for the storage of merchandise or materials, mechanical equipment rooms, rest rooms, common area elements, including without limitation hallways, and areas used for off-street parking and loading and related aisles, ramps and maneuvering space."



FLOOR PLAN

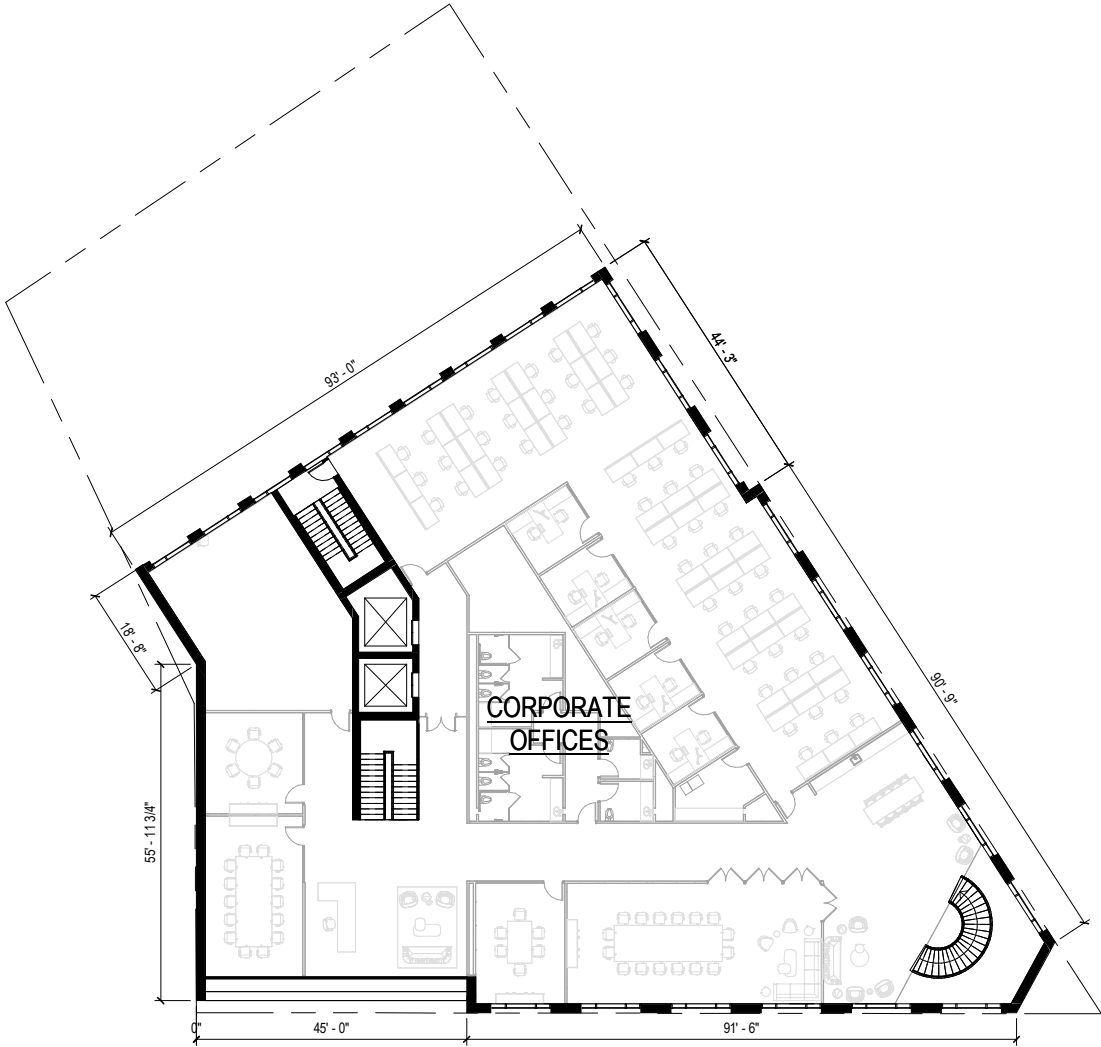


LEVEL 02

GSF: 12,177 sq.ft.

Floor Area* calculated for parking: 5,400 sf.ft. (Appendix A)

SCALE: 1/32" = 1'-0"



LEVEL 03

GSF: 12,177 sq.ft.

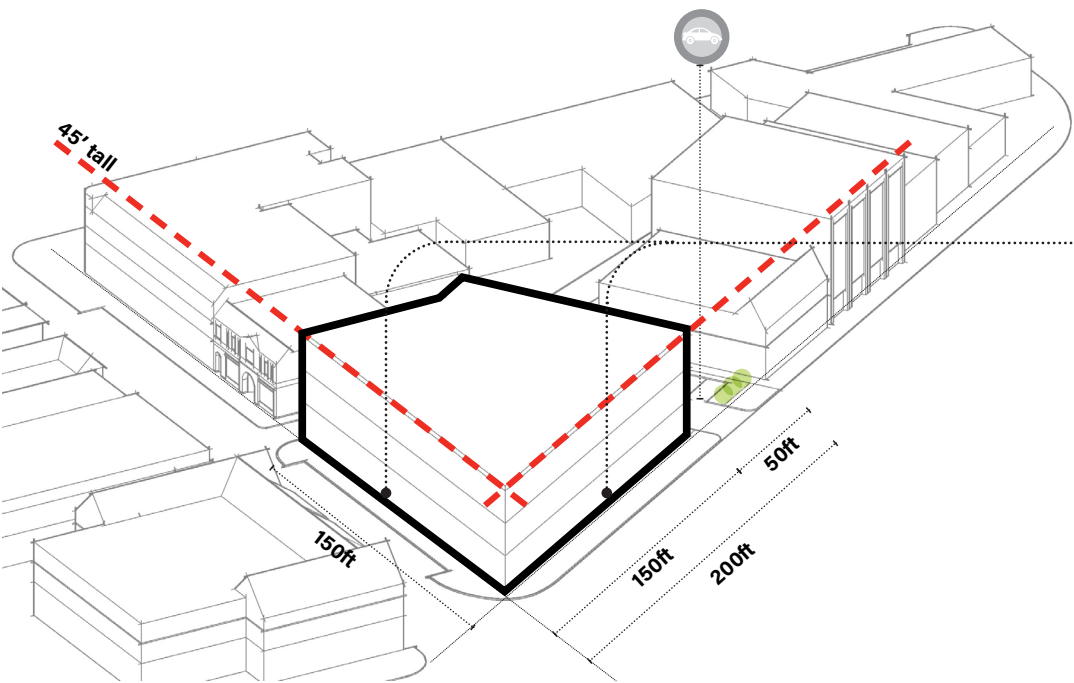
Floor Area* calculated for parking: 6,200 sf.ft. (Appendix A)

SCALE: 1/32" = 1'-0"

*Floor Area calculated for parking purposes follows zoning ordinance **section 17.64.110.F.3**. "the gross floor area shall be measured from the interior faces of the exterior walls, excluding areas used for the storage of merchandise or materials, mechanical equipment rooms, rest rooms, common area elements, including without limitation hallways, and areas used for off-street parking and loading and related aisles, ramps and maneuvering space."

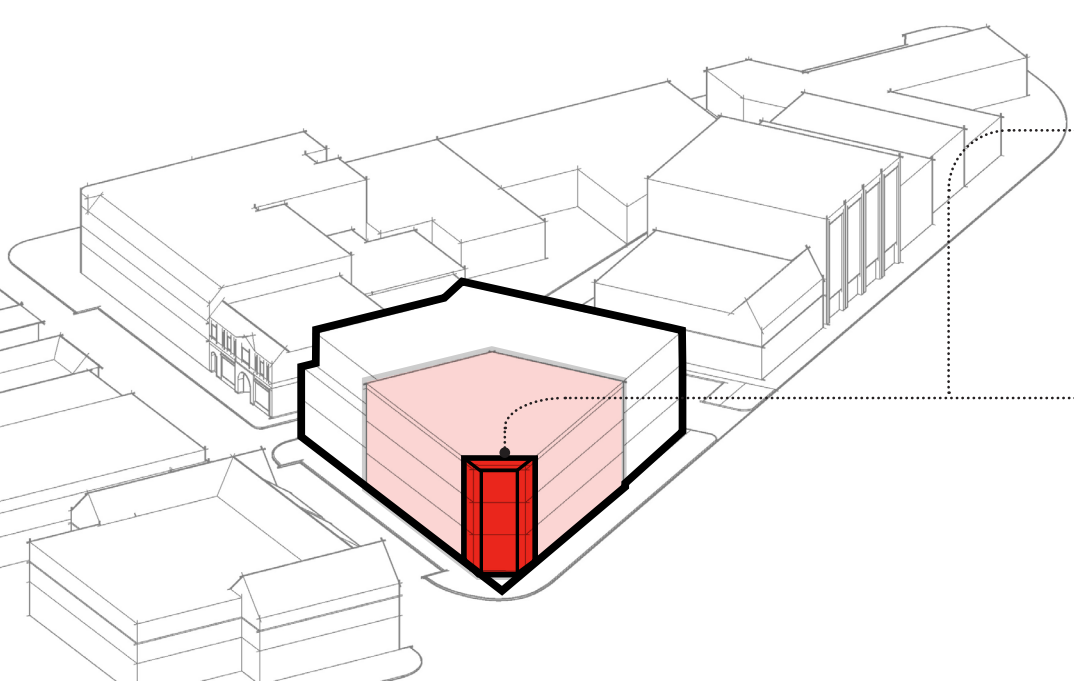


MASSING STRATEGIES



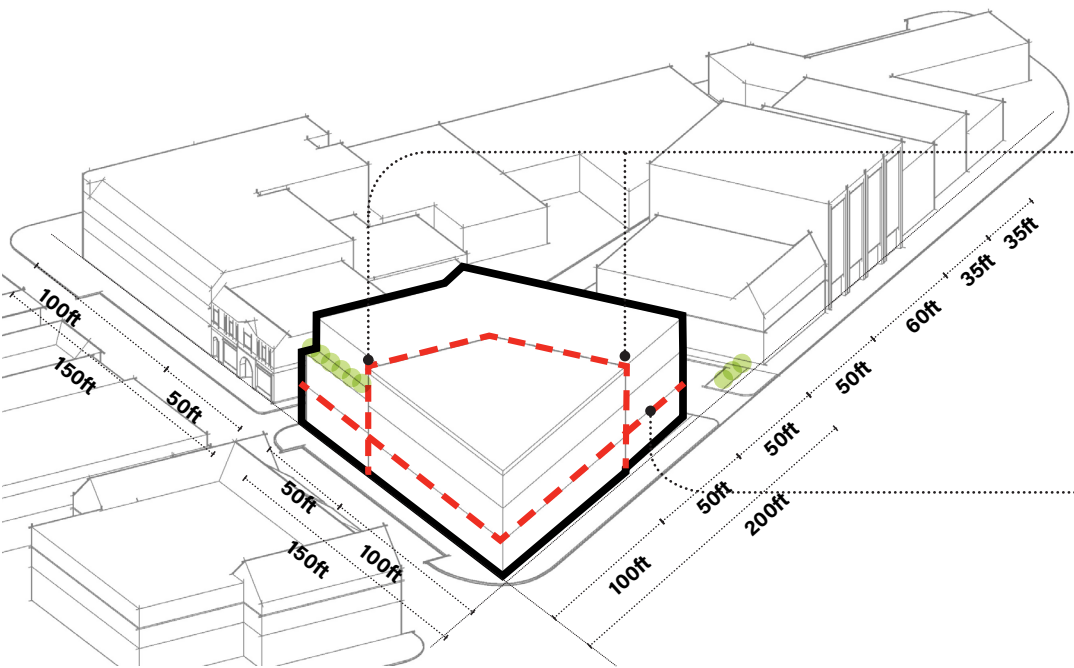
BUILDING MASS

- **Setbacks:**
"A continuous 'street-wall' along primary commercial thoroughfares should be provided and building facades should be located to create this uniform setback."
- Winnetka Design Guideline VI.a



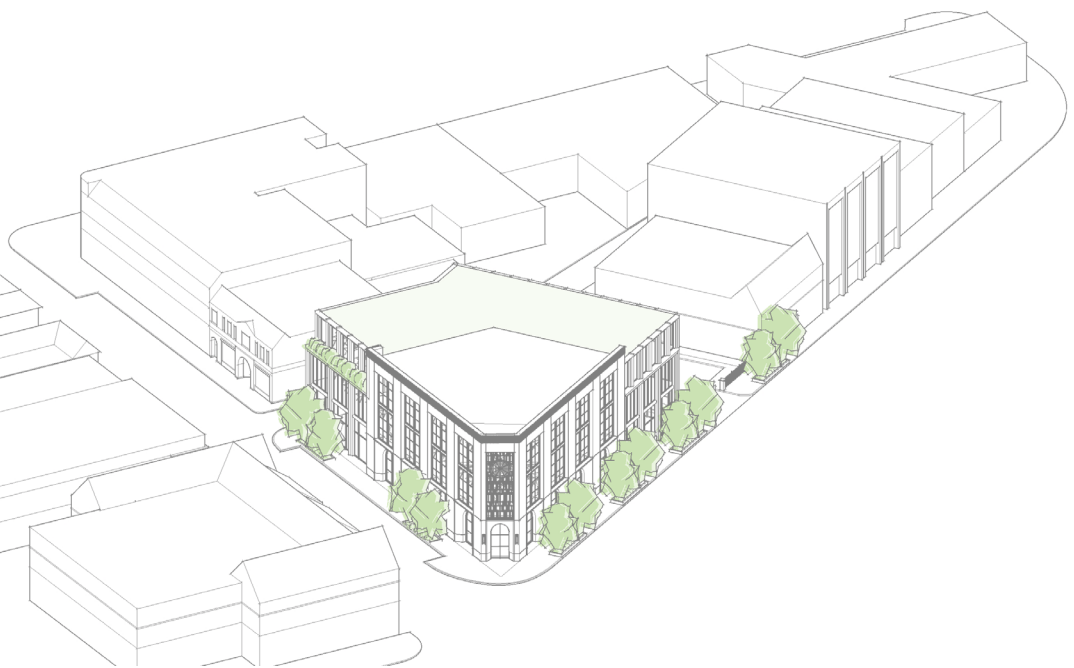
ARTICULATION

- **Hierarchy:**
Apply special design feature at Green Bay and Elm corner to celebrate the most prominent corner at downtown Winnetka.
"The prioritization of certain building masses, components or elements over others."
- Winnetka Design Guideline VI.e
- **Entries**
"Public entries should have a large-scale approach and be open and inviting. Public entrances should be located along the main thoroughfares and at corners."
- Winnetka Design Guideline VII.a



PROPORTION /SCALE

- **Vertical Rhythms:**
"The breakdown of the building facades into vertical bays creates a sense of progression and scale to the street-wall as well as individual buildings."
- Winnetka Design Guideline VI.b
- **Horizontal Rhythms:**
"The breakdown of the building facade into horizontal bands provides human scale and proportion to the facade."
- Winnetka Design Guideline VI.a



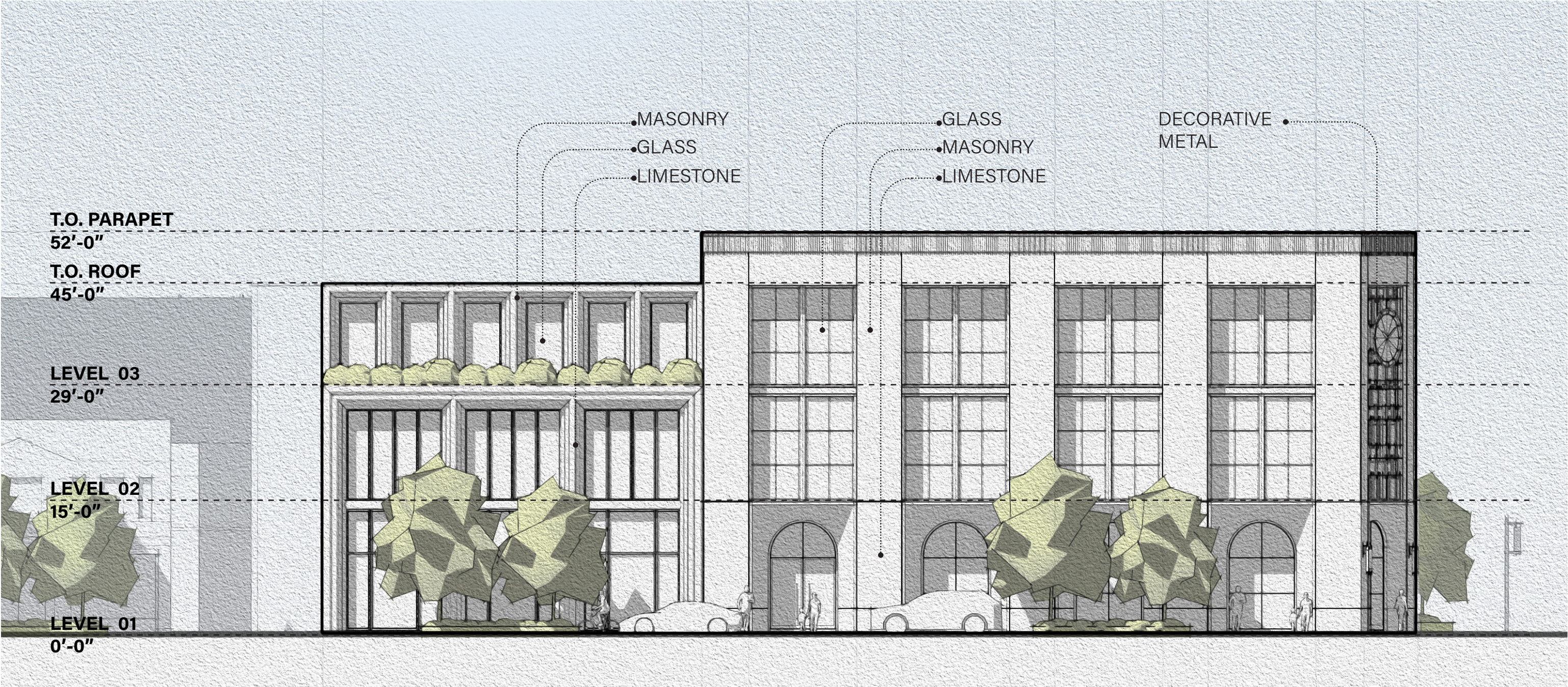
FIT IN THE CONTEXT

At the intersection of Green Bay Road and Elm Street, the new building serves as a gateway into Winnetka's central business district and a highly visible landmark in the community. The proposed design carefully considers the context and character of the surrounding neighborhood and seeks to create a building that seamlessly integrates into the fabric of the community while also reflecting the forward-thinking needs of JPMC.

ELEVATION GREEN BAY ROAD

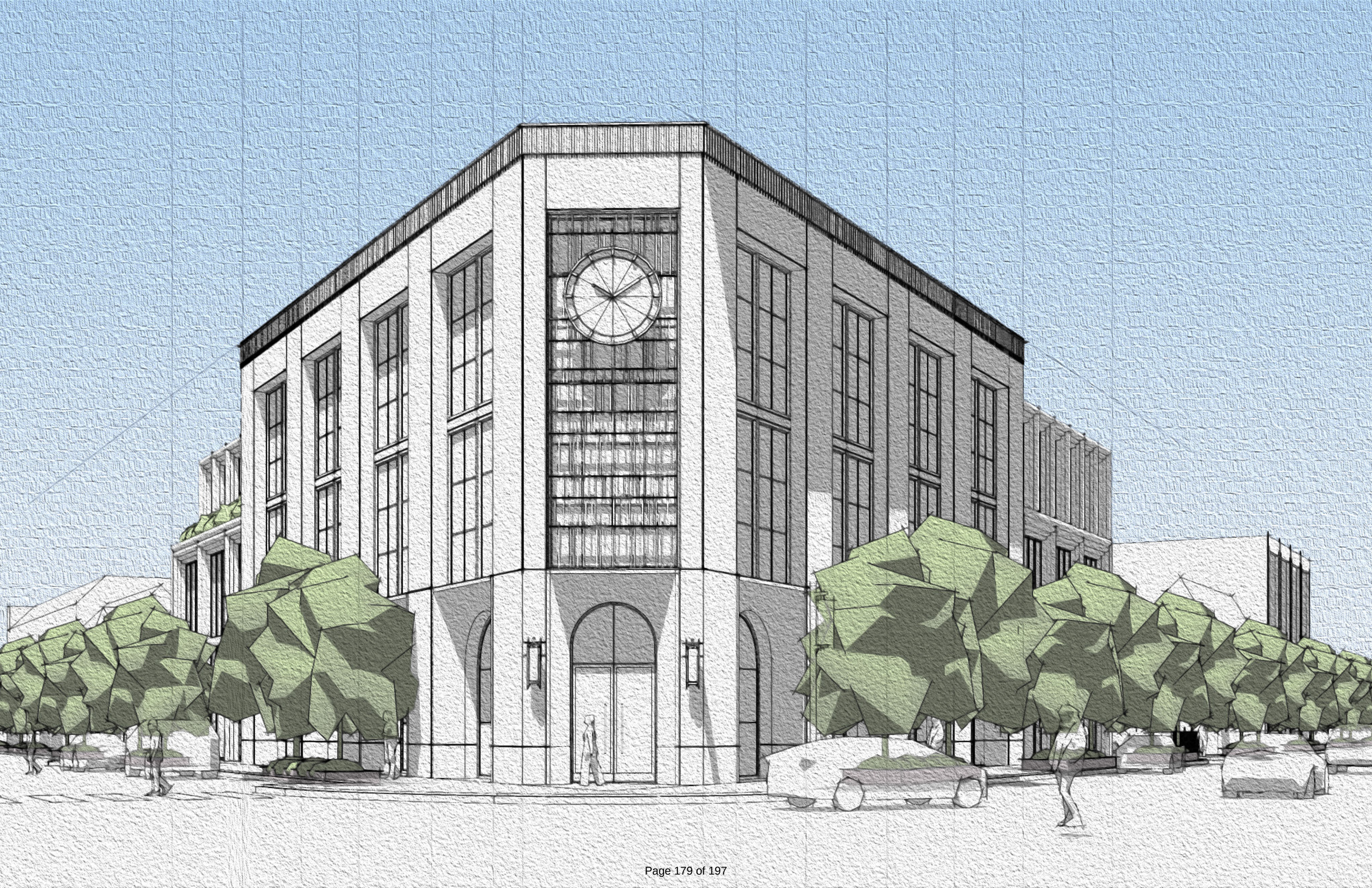


ELEVATION ELM STREET



ELEVATION NORTH





OVERVIEW



RIVERSIDE INVESTMENT & DEVELOPMENT

Together, We Deliver



150 North Riverside Plaza
Chicago, Illinois 60606

312.788.1800
riversideid.com

WELCOME TO RIVERSIDE

TOGETHER, WE DELIVER

Riverside Investment and Development collaborates with our partners in design, engineering, construction, finance and tenant representation to deliver projects that establish the highest qualitative standards in the market, and enhance the tenant experience for efficiency, technology and wellness.

OUR STORY

Founded in 2010 by John O'Donnell, Riverside pursues complex office development and redevelopment opportunities. Together with third-party partners across industry disciplines, Riverside has successfully initiated over 4.5 million rentable square feet of developments in its short history.





ABOUT RIVERSIDE

What is Riverside?

Riverside Investment and Development is a real estate investment firm headquartered in Chicago. Riverside is dedicated to creating value for our investors and delivering advanced, tenant-focused buildings.

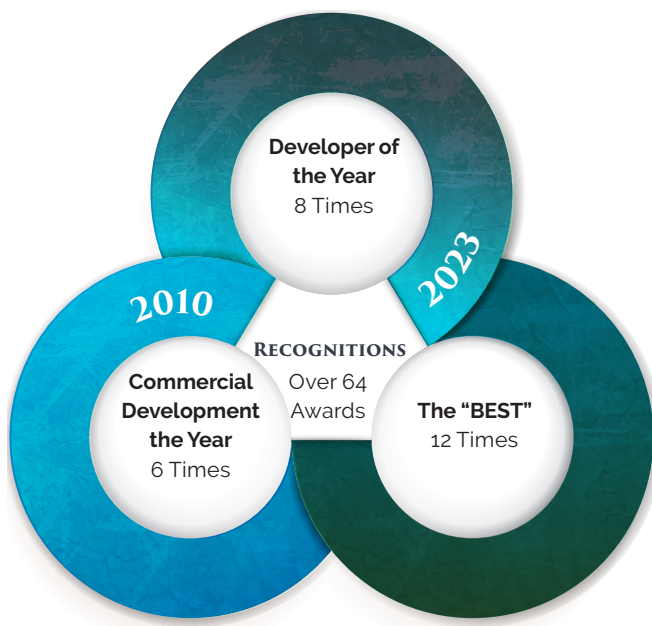
What We Do

Riverside delivers a differentiated investment approach through our development expertise, leasing relationships, and asset management experience. Our team targets opportunities that are strategically positioned capture future growth in sought after submarkets.

Riverside prioritizes quality, efficiency, occupant health and safety, and amenities to create a sense of space and enhance the tenant experience.

Recognitions

A selection of the awards and recognition our developments have since our founding in 2010.



150 North Riverside

- NAIOP 2016 Office Development of the Year
- CCREA 2017 Commercial Development of the Year Award
- CTBUH 2018 Global Award of Excellence – Best Tall Building
- 2018 Global Finalist, Best Office Building, MIPIM Global Real Estate Awards
- AIA 2019 Distinguished Building/Honor Award
- Plus 37 additional awards and honors

110 North Wacker

- NAIOP 2020 Office Development of the Year
- IREJ 2020 Office Development of the Year
- CCREA 2020 Office Development of the Year
- ASHRAE Illinois 2021 Excellence in Engineering
- Pro+ Awards, 2021 Best Commercial Building Global, Platinum + Gold
- Americas Property Awards 2022 Best Office Development USA, National
- Plus 13 additional awards and honors

320 South Canal

- CCREA 2022 Office Development of the Year
- Chicago Athenaeum Museum of Architecture & Design 2022 American Architecture Award, Global
- IREJ 2022 Develop Office Development of the Year
- IREJ 2022 People's Choice Award All Categories
- ENR Midwest's 2022 Best Office/Retail/Mixed Use Award
- Chicagoland AGC 2022 Project of the Year Award



THE RIVERSIDE STORY

2010

When John O'Donnell retired in 2010, he began investigating investment opportunities in distressed land sites in the wake of the Global Financial Crisis. Upon acquiring his first two sites, John quickly built small but highly focused teams around these two transactions and Riverside was born. Despite the scale of the projects, Riverside remains nimble, entrepreneurial and keenly focused on the core capabilities of Office and Multifamily Development, Asset Management and Leasing; outsourcing all onsite management and other functions to long-standing, third-party relationships.

THE RIVERSIDE APPROACH

The firm's office development strategy is tenant-centric, catering to the needs of the residents, companies and employees occupying each building as well as their respective clients, customers, and visitors. Riverside provides a premium occupant experience by selecting transit-oriented urban sites and designing them from the "inside out", while prioritizing health, safety, efficiency, and technology.

HEALTH & WELLNESS

SETTING STANDARDS IN WELLNESS AND SAFETY

Our developments go above and beyond in terms of tenant wellbeing and health, offering a range of features and innovations.

Air Quality

- Hospital grade filtration systems
- Fresh air rates that significantly exceed national codes
- Secondary air purification to protect occupants from pathogens
- Continuously monitored and measured, with real-time feedback to occupants

Destination Dispatch Elevators

- Groups passengers to minimize stops and passengers per elevator
- Efficiently transports passengers to destination floors during peak arrival time, with wait times under 30 seconds
- Enhanced security and control via bluetooth communication of mobile device

Touchless Environment

- Automatic building entries
- Hands free security
- Elevators without buttons
- Touchless restroom fixtures

Natural Daylight and Outdoor Space

- Abundant natural daylight within office space improves occupant sleep, mood, and cognition
- Common area and tenant specific outdoor space



DESIGN

BUILDINGS DESIGNED FROM THE INSIDE OUT

Riverside designs its projects around the tenant experience first, and the results speak for themselves.

Lobby Experience

- Sense of place
- Interaction with public plaza
- Public art

Efficiency

- Efficient core for optimal space utilization
- Through-core toilet rooms
- Rectilinear design

Maximize Light and Air

- Floor-to-ceiling glass and best-in-market ceiling heights
- Column-free corners created by cantilevers
- Ideal lease spans which enable daylighting for each office space on a floor and flexible space configurations

TECHNOLOGY

EMPHASIS ON STATE-OF-THE-ART TECHNOLOGY

Riverside makes a point of adopting the latest and greatest tech features in all office developments, so the projects can better cater to tenant needs.

Frictionless Access Control

- Destination dispatch elevators
- Digital credentials via mobile device bluetooth
- Integrated access control with elevator systems
- Allows no touch access and circulation throughout building

Connected

- Distributive cellular antenna system providing 5G enabled connection throughout building
- Fiber delivered direct to tenant premises
- WiFi throughout common areas
- Ability to work from anywhere in building

Redundant Infrastructure

- Multiple substation feeds with automatic-transfer switch and back-up power
- District cooling with redundant feeds



WiredScore
PLATINUM



SUSTAINABILITY

BUILT SUSTAINABLY

Sustainable design improves employee comfort, experience, and productivity while reducing demand on the environment.

Location & Transportation

- Multi-modal access
- Bicycle facilities
- Access to public transit

Indoor Environment

- Maximizes light and air
- Utilizes setbacks to maximize view corridors

Energy Efficiency

- Conserves resources
- Shrinks carbon footprint
- Reduces building operating expenses

Sustainability

- Green roofs
- Open space utilization

DEVELOPMENT HISTORY



2016

The Main

Evanston

The Main is a mixed-use development project located at the southeast corner of Chicago Avenue and Main Street in Evanston, Illinois

- 200K GBA
- 112 Residential Units
- 25K SF Office/Retail
- Within Walking Distance from Downtown Evanston and Northwestern University



2017

150 North Riverside

Chicago

150 North Riverside is a 54-story "Class A" office development located in the West Loop in Chicago, Illinois. The iconic building construction was designed by award-winning Goettsch Partners and developed by Riverside Investment & Development, Wanxiang America Real Estate Group.

- 1.22 Million RSF
- 99% Leased
- William Blair, Hyatt
- 1.5-acre Public Park



2020

110 North Wacker

Chicago

110 North Wacker is a 55-story "Class A" office development located in the West Loop submarket in Chicago, Illinois. The Goettsch Partners designed project was developed and completed in September 2020 by Riverside Investment & Development in conjunction with venture partner Howard Hughes Corporation.

- 1.51 Million RSF
- Sold in 2022
- Bank of America
- Riverwalk and Public Park at the Base of the Building



2021

320 South Canal**Chicago**

320 South Canal is a 50-story office tower located adjacent to Union Station in Chicago, Illinois. Designed by renowned architecture firm, Goettsch Partners, this "Class A" office property was developed through a partnership between Riverside Investment & Development and Convexity Properties.

- 1.49 Million RSF
- 68% Leased
- BMO Harris
- Largest 1.5-acre Public Park in the West Loop



2024 - Q1

1900 Lawrence**Denver**

1900 Lawrence is a "Class A", 30-story office tower located in Denver, Colorado. Designed by renowned Goettsch Partners, the project features multiple floors with tenant terrace opportunities that feature views within the urban environment of the Front Range, Coors Field, and Skyline Park.

- 700,000 RSF
- Groundbreaking April 2022
- West CBD Submarket
- Walkscore of 96, Transit Score of 98, and Bike Score of 95



2025 - Q3

1111 South Tryon**Charlotte**

Morehead & Tryon is a two tower mixed-use development located within Charlotte's South End neighborhood, one of the fastest growing urban submarkets in the country. Morehead & Tryon will become the new market standard for technology, efficiency, and occupant health and wellness.

- 525,000 RSF
- Groundbreaking Q2 2023
- 21,000 SF of Retail
- 409 Luxury Multifamily Units

5 Million SF Delivered Since 2016

OUR TEAM

It takes a talented team of experts to make complex transactions run smoothly, on schedule and under budget. Meet the people behind the work.

/TĒM/

noun

noun: team; plural noun: teams

a group of people who perform interdependent tasks to work toward accomplishing a common mission or specific objective.

QUICK FACTS

13
Years

How Long Riverside has
been in business.

21
Years

Average Experience of
Riverside Emploeyss.

6
Billion

Capitalized

EXECUTIVE TEAM



John O'Donnell
Chief Executive Officer

John founded Riverside Investment & Development Company in 2010. During his career, Mr. O'Donnell has managed development or redevelopment in excess of 40 million square feet with capital transactions in excess of \$10 billion.



Tony Scacco
Chief Operating Officer

Tony has more than 20 years of development and project management experience. He has helped lead developments totaling more than 13 million square feet of office, multifamily, hospitality and mixed-use projects in multiple markets on two continents.



Rafael Carreira
Executive Vice President

Rafael is a real estate professional with over 25 years of experience developing highly profitable, award winning, complex urban projects, including office, mixed-use, residential, retail, and educational properties. At Riverside he provides asset management from the onset through the end of the project.



Kent Swanson
Executive Vice President

Kent is a real estate professional with over 35 years of experience in the office, residential, retail and hotel sectors.



Drew Nieman
Executive Vice President

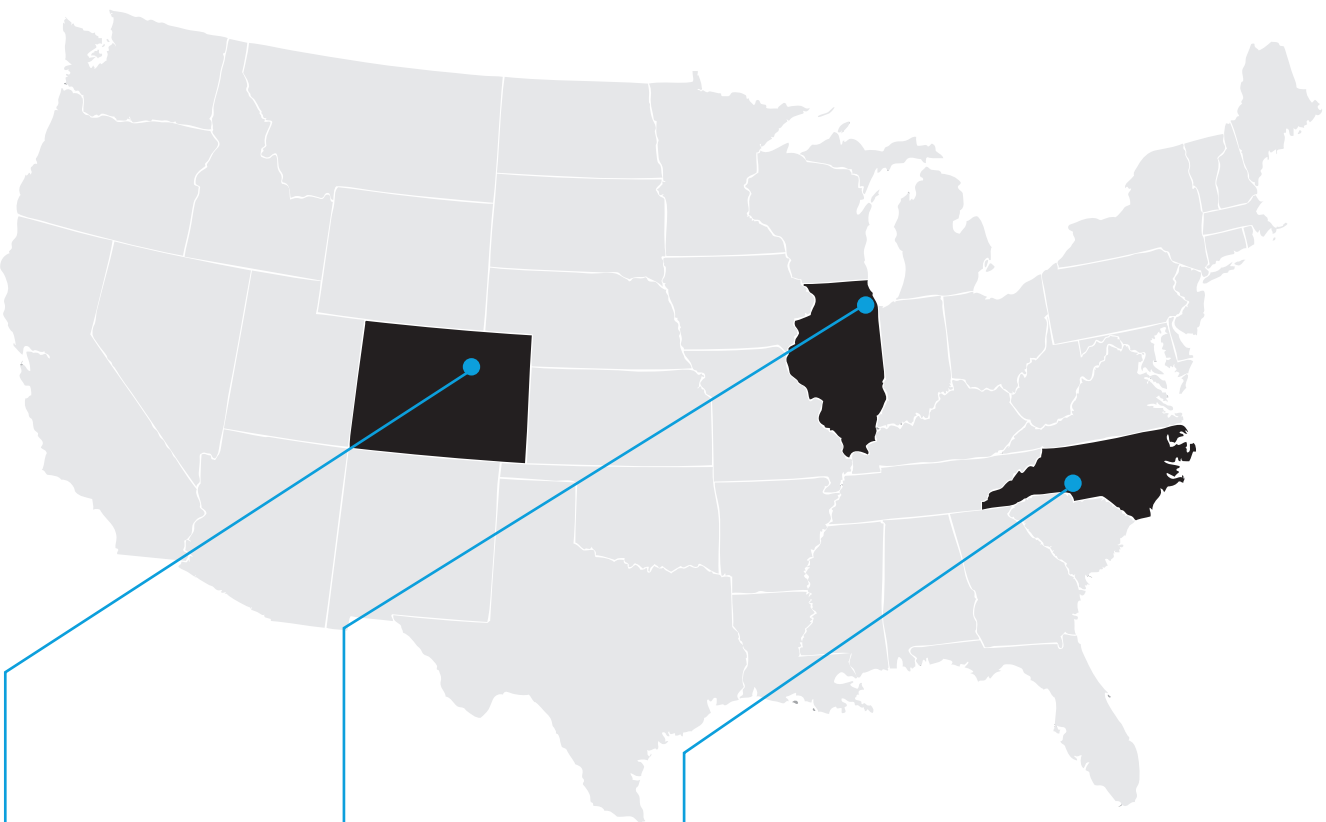
Drew is a real estate professional with over 35 years of experience concentrated in leasing and leads the firm's office properties.



Rob Stanek
Executive Vice President

Rob has 20 years of commercial real estate experience. He focuses on sourcing new business opportunities including acquiring and capitalizing the firm's assets.

OUR GROWTH



• Denver, Colorado

• Established 2021

• 1900 Lawrence
Being Developed

• 1900lawrence.com

• Chicago, Illinois

• Corporate Headquarters

• Established 2010

• riversideid.com

• Charlotte, North Carolina

• Established 2022

• 1111 South Tryon
Office & Residential Tower
Being Developed

• queensbridgecollective.com

REPRESENTATIVE CLIENTS

BANK OF AMERICA

BMO Harris Bank

HYATT

William Blair

Morgan Lewis

JONES DAY

JLL

PERKINS COIE

Lincoln INTERNATIONAL

Brookfield

KING & SPALDING

faegre
drinker

THE
PRITZER
ORGANIZATION

Cooley

HEITMAN

Chapman and Cutler LLP

Holland & Knight

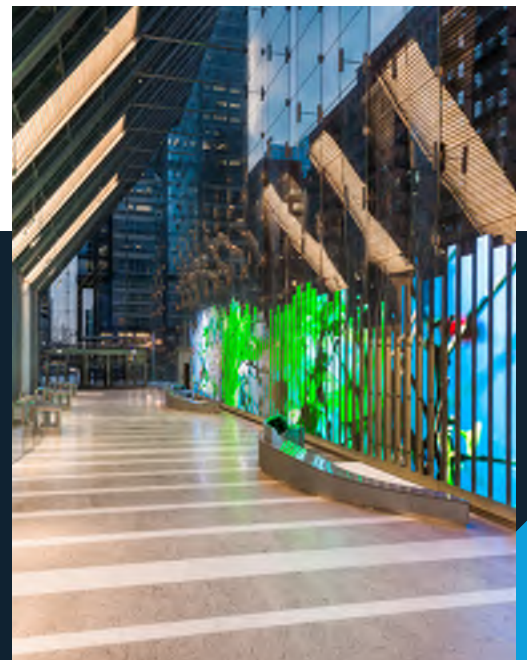
NAVIGANT

LINDEN

CoStar Group

POLSINELLI

THOMAS BRAVO









150 North Riverside Plaza
Chicago, Illinois 60606

312.788.1800
riversideid.com

791 Elm Street - Winnetka Existing Photos

ATTACHMENT 3



View from Elm Street



View Green Bay & Elm Street



View Green Bay Road



View from Alley Way