



Village of Winnetka

Village Council Regular Meeting

July 18, 2023 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. August 1, 2023 Regular Meeting
 - b. August 8, 2023 Study Session - Cancelled
 - c. August 15, 2023 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Presentations**
 - a. Annual Comprehensive Financial Report (ACFR) and Popular Annual Financial Report (PAFR)
 - b. Voluntary Lead Water Service Line Replacement Program - Policy Direction
7. **Establishment of Consent Agenda**
8. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. June 20, 2023 Regular Meeting
 - b. Approval of Warrant List Dated June 16, 2023 - June 30, 2023
 - c. Resolution No. R-67-2023: Approving a Contract with the Okonite Company for the Purchase of 15kV Underground Cable (Adoption)
 - d. Resolution No. R-68-2023: Approving a Contract with Precision Pavement Marking, Inc. for Paving Services for the Pavement Marking Program (Adoption)
 - e. Resolution No. R-69-2023: Approving a Contract with Schroeder & Schroeder, Inc. for Concrete Flatwork (Adoption)

NOTICE

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

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.

- f. Resolution No. R-70-2023: Waiving Competitive Bidding and Ratifying a Contract with Resco for the Purchase of Single Phase Transformers (Adoption)

9. Ordinances and Resolutions

- a. Ordinance No. MC-07-2023: Amending the Text of the Winnetka Zoning Ordinance to Establish a Lakefront Preservation Overlay District (Adoption)
- b. Ordinance No. M-09-2023: Amending the Official Zoning Map of the Village of Winnetka to Place Certain Property Along Lake Michigan in the Lakefront Preservation Overlay District (Adoption)
- c. Ordinance No. MC-08-2023: Amending the Text of the Winnetka Zoning Ordinance to Establish a Study and Permit Abeyance Period for Construction in the Steep Slope Area Along Lake Michigan (Adoption)
- d. Ordinance No. MC-09-2023: Amending the Text of the Winnetka Zoning Ordinance Regarding Amendments to Special Uses (Adoption)
- e. Ordinance No. M-11-2023: Approving Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (1415 and 1423 Asbury Avenue) (Introduction/Adoption)

10. Old Business

11. New Business

12. Appointments

- a. Appointment to Board of Fire & Police Commissioners

13. Closed Session

14. Adjournment



Agenda Item Executive Summary

TITLE: Annual Comprehensive Financial Report (ACFR) and Popular Annual Financial Report (PAFR)

PRESENTER: Tim Sloth

AGENDA DATE: July 18, 2023

CONSENT: No

ITEM TYPE: Presentation

ITEM HISTORY:

The Village is required by the State of Illinois to have an audit of its financial statements by an independent auditor following the close of each fiscal year. The audit culminates with the production of the Comprehensive Annual Financial Report (ACFR). Ron Amen, partner from the Village's accounting firm of Lauterbach and Amen, will be present at the meeting to review the report and answer any questions. The Popular Annual Financial Report extracts key information from the ACFR and is designed to be a report that is readily accessible and easily understandable to the general public without a background in accounting or finance.

EXECUTIVE SUMMARY:

The Annual Report is the Village's final accounting for the fiscal year ending December 31, 2022 and is summarized into four parts:

- **Transmittal Letter:** The purpose of the Transmittal Letter is to provide a broader and more subjective overview of factors impacting the community, supporting, but not reproducing, the information included in the Management's Discussion and Analysis addressed below.
- **Independent Auditor's Report:** This independent auditors report identifies the scope of the audit review and their opinion as to whether the municipality's financial data is fairly presented.
- **Management Discussion and Analysis (MD&A):** The purpose of the MD&A is to introduce users to basic financial statements with a narrative, introduction, overview and analysis of those statements. The MD&A is required supplemental information and as such may address only the specific technical topics identified by GAAP (Generally Accepted Accounting Principles).
- **Financial Statements:** This section includes both the Government-Wide and Fund Financial Statements and the accompanying notes. The overall financial position of the Village remains strong. The total General Fund Balance increased \$2,050,688 million to \$32.1 million. Of this amount, \$16.3 million is assigned for near-term capital projects, leaving an unassigned fund balance of \$15,774,801 or 61% of budgeted expenditures and exceeding the 50% policy parameter.

The Popular Annual Financial Report (PAFR) provides a snapshot of the village's overall financial condition and is designed to promote transparency and to clearly present village finances in an easily

digestible format. The Village has received awards of recognition by the Government Finance Officers Association for the quality of both our ACFR and PAFR documents.

RECOMMENDATION:

Review the Annual Comprehensive Financial Report and the Popular Annual Financial Report with the Village Auditor and Staff

ATTACHMENTS:

1. Annual Comprehensive Financial Report
2. Popular Annual Financial Report



THE VILLAGE OF
Winnetka



20
22

ANNUAL COMPREHENSIVE

FINANCIAL REPORT

FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022



VILLAGE OF WINNETKA, ILLINOIS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR
ENDED DECEMBER 31, 2022

Prepared by:
Finance Department

VILLAGE OF WINNETKA, ILLINOIS

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INTRODUCTORY SECTION

This section includes miscellaneous data regarding the Village of Winnetka, including:

- List of Principal Officials
- Organizational Chart
- Letter of Transmittal from the Finance Director
- GFOA Certificate of Achievement for Excellence in Financial Reporting

VILLAGE OF WINNETKA, ILLINOIS

List of Principal Officials December 31, 2022

LEGISLATIVE

Christopher Rintz, Village President

Andrew Cripe, Trustee

Kim Handler, Trustee

Robert Dearborn, Trustee

John Swierk, Trustee

Tina Dalman, Trustee

Rob Apatoff, Trustee

ADMINISTRATIVE

Robert M. Bahan, Village Manager

Kristin Kazenas, Assistant Village Manager

Timothy J. Sloth, CPA, Finance Director

Mark Janek, Director of Public Works

Brian L. Keys, Director of Water & Electric

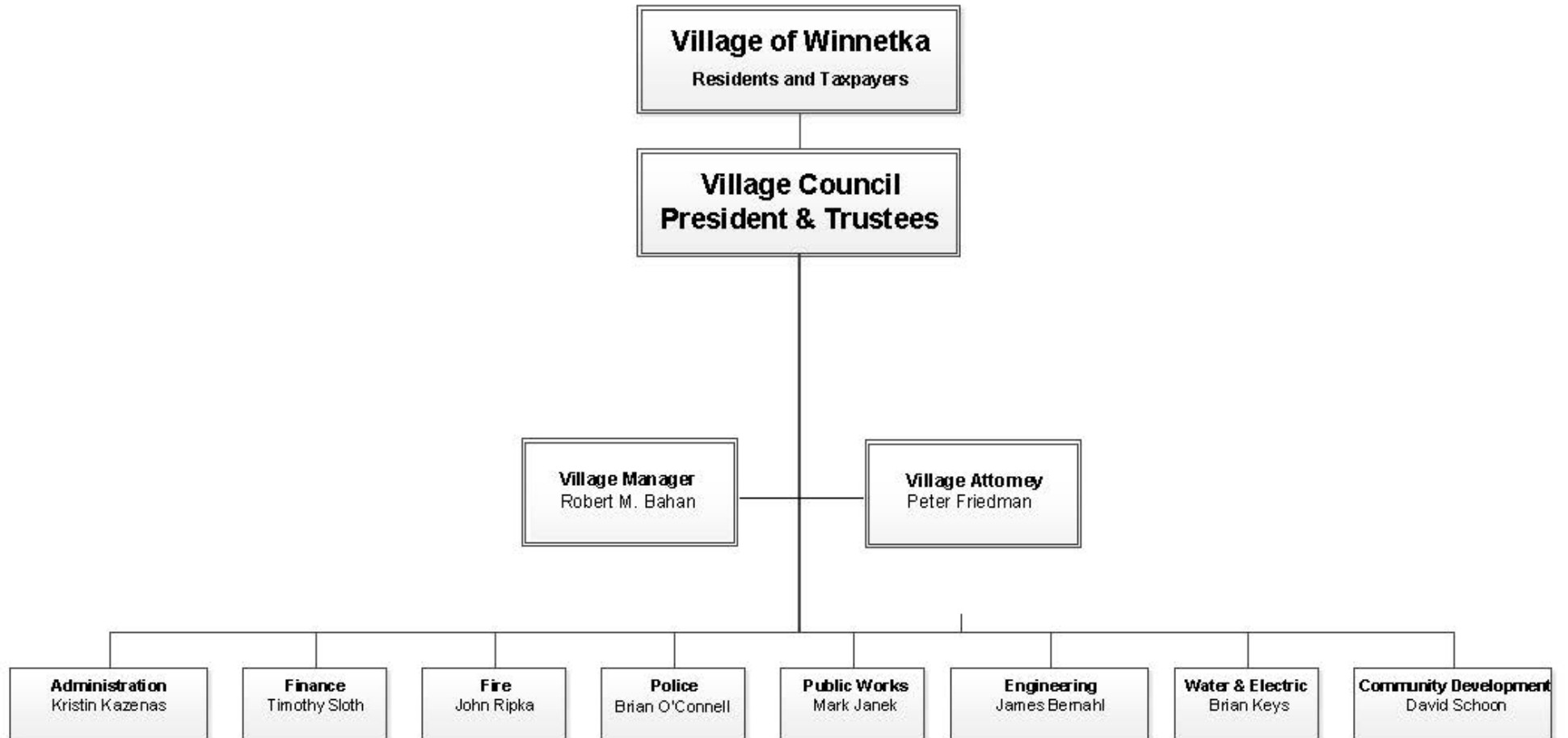
John Ripka, Fire Chief

Brian O'Connell, Chief of Police

David Schoon, Director of Community Development

James Bernahl, Director of Engineering

Village of Winnetka Government





July 11, 2023

Village President,
Members of the Village Council, and
Village Manager

The Annual Comprehensive Financial Report (Annual Report) of the Village of Winnetka, Illinois for the fiscal year ended December 31, 2022, is hereby submitted, as required by State of Illinois Statutes. Responsibility for both the accuracy of the information and the completeness and fairness of the presentation, including disclosures, is that of the Village. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds of the Village. All disclosures necessary to enable the reader to gain an understanding of the Village's financial activities have been included.

The Annual Report includes all funds of the Village and is presented in three sections: introductory, financial, and statistical. The introductory section includes this transmittal letter, the Village's organizational chart, and a list of principal officers and officials. The financial section includes the general-purpose financial statements; the combining, individual fund financial statements and schedules; and supplementary information, as well as the auditors' opinion on the financial statements and schedules. The statistical section includes selected financial and demographic information, generally presented on a multi-year basis.

Governmental Accounting Standards Board (GASB) Statement Number 34 requires the Village to provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This transmittal letter is designed to complement the MD&A and should be read in conjunction with it. The MD&A immediately follows the independent auditors report.

The Reporting Entity and Its Services

The Village of Winnetka is located seventeen miles north of the City of Chicago on the west shore of Lake Michigan and is primarily a residential community. The Village was incorporated in 1869, prior to the adoption of the first State of Illinois Constitution, and thus enjoys Special Charter status with the State of Illinois. In 2005, the Village adopted Home-Rule status that provides additional legislative and revenue raising powers. To date, the Village has not utilized any of these new revenue raising powers.

The Village is approximately 3.9 square miles. According to the latest United States Census (2020), the population of the Village is 12,744 which is an increase of 557 people or 4.6% compared to the 2010 Census.

There are three commercial business districts within the Village, all located adjacent to three commuter rail stations. The Village is one of the most affluent in the Chicago area, having a median household income of over \$250,000. The Village obtained a Aaa bond rating from Moody's Investors Service in 1989 on General Obligation debt issued. At that time, the Village was only one of three communities having an Aaa bond rating within the State of Illinois based solely upon the merits of the Community. Moody's has reaffirmed this rating on several occasions, most recently in November 2022.

The Village provides a full range of general government services including police, fire, refuse collection and disposal, street construction and maintenance, and sanitary and storm sewer systems. In addition, the Village provides water and electric service to Village residents; wholesale water to the Village of Northfield (immediately west of the Village); fire service to the Village of Kenilworth (immediately south of the Village); and both water and fire service to a small unincorporated area south of the Village.

The Annual Report also includes the financial activity of the Police and Firefighters' Pension Funds. Separate statutory pension boards control both activities.

The Village also participates in three proprietary joint ventures: 1) The Solid Waste Agency of Northern Cook County, 2) The Illinois Municipal Electric Agency, and 3) The Intergovernmental Personnel Benefit Cooperative. Additional disclosures regarding the financial reporting entity and these joint ventures are included in the notes to the financial statements.

Accounting System and Budgetary Control

The accounts of the Village are organized based on funds, each of which is considered a separate and distinct accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets/deferred outflows, liabilities/deferred inflows, fund equity, revenues, and expenditures. Revenues are allocated to and accounted for in individual funds based upon the purpose for which they are to be expended and how spending activities are controlled. The accounting records for general governmental operations are maintained on the modified accrual basis, with revenues being recorded when available and measurable and expenditures being recorded when materials or services are received, and the liability incurred. Accounting records for the Village's enterprise funds, internal service funds, and pension trust funds are maintained on the accrual basis of accounting.

Management of the Village is responsible for establishing and maintaining a system of internal accounting controls. These controls are designed to ensure that the assets of the Village are safeguarded against any material loss, theft, or misuse. These controls ensure that the financial statements are in conformity with generally accepted accounting principles (GAAP). Internal accounting controls are designed to provide reasonable, but not absolute, assurances that control objectives will be met. The concept of reasonable assurances recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the evaluation of costs and benefits require estimates and judgment by Management.

The budgetary control system monitors the actual expenditures compared to budget on a monthly basis for the fiscal year. Each department is given the responsibility to maintain expenditures within budgetary guidelines.

Economic Condition and Outlook

The Village of Winnetka is primarily a residential community. The real estate property tax provided 56% of General Fund revenues for the year ending December 31, 2022. Intergovernmental revenues increased significantly (18%) in the current year compared to the previous fiscal period. Sales and Use tax revenues for this fiscal year totaled \$2,576,310. Sales and Use tax for the previous period totaled \$2,271,899. Income tax revenue also increased from 2021 to 2022 going from \$1,614,048 to \$2,076,600. Investment income decreased this year due to posting of unrealized losses. Fiscal year 2022 was the worst year on record for fixed income returns.

The Village continues to carefully evaluate productivity and changes in service levels to minimize the tax burden on the residents of the Village. The Village, although home rule, continues to operate within non-home rule tax caps. The Village has generally decreased the number of full-time employees over the last several years to control personnel costs. The Village has limited control over some expenses including pensions and insurance costs. The Village operated on a balanced budget and has not utilized fund balance to pay for any operating expenses. The Village utilizes a five-year capital plan to prioritize future capital expenses and maintains sufficient cash balances to buffer unexpected items.

The Village property taxes account for less than 14% of the total property tax burden for most Winnetka residents, with the schools being the primary taxing agencies. By carefully evaluating services and making revenue increases when necessary, the Village should be able to continue its reputation as an excellent community with a broad range of services at a reasonable cost.

At the beginning of 2022 the Village was still facing significant impacts from the global pandemic due to the Omicron variant. Throughout the remainder of the year the public health impacts from the pandemic largely dissipated while the financial impacts to the economy in the form of continued supply chain disruption and persistently high inflation continued. While these issues created challenges, the Village successfully navigated the year financially and moved forward with significant capital investments throughout the Village.

Overall, fiscal year 2022 was a great year to do business in Winnetka with the Village's three downtown districts' vibrant with activity. Retail occupancy rates improved from 92.79% at the beginning of the year to 94.11% by year end. Sales tax revenue, a leading economic indicator for the Village improved by 11.82% on the year and according to the Cook County House Price Index, Winnetka area home values increased an average of 7.29%. These economic indicators show that people want to live and shop in Winnetka.

During the year, the Village made significant capital investments throughout the Village. In July the Village broke ground on the first phase of the Stormwater Improvements project which includes construction of underground storage facilities at Duke Childs and Little Duke Fields. This project will provide over 25 million gallons of stormwater storage and is largely funded by a \$16 million stormwater grant received from the Illinois Department of Commerce and Economic Opportunity. Over the last several years the Village has made significant investments in its downtown business districts. In 2022, the Village completed phase 4 of these investments with the streetscape improvements at Chestnut Court.

Significant Budgetary Variations

General Fund revenues totaled \$27,465,380 which is \$1,002,268 more than budgeted. The primary reason for this variation is improved intergovernmental revenue collections. Intergovernmental revenues including sales, income, personal property replacement taxes and grants totaled \$5,406,226 which was \$1,269,082 over budget. During the fall of 2021 when the 2022 budget was being developed there was significant uncertainty in developing revenue expectations for 2022. As such budgeted revenue for sales, income and corporate property replacement taxes were conservatively estimated to account for the chance that the economy could take a downturn due to the continued difficulties navigating the pandemic and supply chain / inflationary pressures.

On the expenditure side all departments operated under budget.

Fund Balances

The fund balance in the General Fund has remained consistent or increased over the past several years.

General Fund Balances (in millions of dollars)					
Year	Total Fund Balance	Assigned Fund Balance	Unassigned Fund Balance	Budgeted Expenditures	Fund Balance as a Percentage of Budgeted Expenditures
2015	\$18.94	\$—	\$18.94	\$24.63	76.9%
2016	\$20.32	\$—	\$20.32	\$24.24	83.8%
2017	\$20.67	\$—	\$20.67	\$25.12	82.3%
2018	\$22.28	\$—	\$22.28	\$25.80	86.4%
2019	\$24.65	\$—	\$24.65	\$26.30	95.1%
2020	\$25.85	\$—	\$25.85	\$25.93	98.3%
2021	\$30.03	\$—	\$30.03	\$25.30	118.7%
2022	\$32.08	\$16.30	\$15.77	\$25.87	61.0%

* Note: For 2022, the Village has assigned \$16.3M of the General fund balances as amounts earmarked for future near-term capital projects and transfers into the Stormwater fund. The unassigned fund balance totals \$15,774,801 or 61.0% of budgeted expenditures, greater than the 50% target.

Enterprise Funds

The Village maintains enterprise operations for electric, water, sewer, refuse and storm sewer services. The Village initiated electric and water service to residents in the early 1900's and currently produces potable water from Lake Michigan and has the capability to generate electricity locally. In 1991, the Village contracted to purchase wholesale power through the Illinois Municipal Electric Agency and generates only when needed which is more economical and environmentally friendly than generating all power locally.

Residential electric rates increased 5.0% on average in 2022 to account for ongoing capital improvements to the distribution system and the purchased power recovery adjustment was set for most of the year at \$0.00.

The retail water rate was increased 8.5%, primarily to fund capital improvements to the Village's water distribution system. Sanitary sewer rates were increased 2% to fund sewer repairs.

The Village's Refuse Fund no longer receives revenue from property taxes. For 2022 there were no changes to the monthly residential collection fees for weekly pickup.

The Village began charging residents for storm water sewer in July 2014. The rate is \$21.83 per ERU, Equivalent Run-Off Unit, per month. The ERU is a function of impervious surface per property and was calculated by an outside engineering firm.

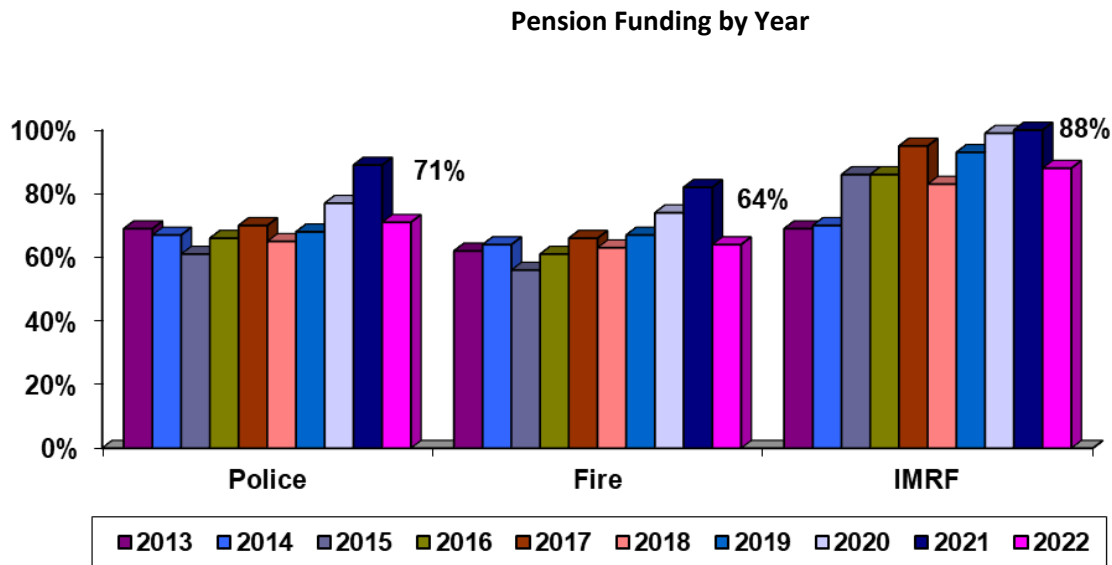
Pension Trust Funds

While the Village has strived through the budget process to limit increases in operating expenses, one expense the Village has limited ability to control is the funding amounts required by the pensions. Qualified employees not participating in one of the public safety pension funds are required to participate in the Illinois Municipal Retirement Fund (IMRF). IMRF establishes a Village contribution percentage annually with employees contributing a fixed 4.5% on almost all types of income. The Village's IMRF plan and IMRF as a State-wide organization are both well-funded and healthy.

The Police and Fire Pension Funds are locally administered by two boards comprised of active employees, beneficiaries, and Village appointees. Since the employee contributions to these plans are fixed between 9%-10% of regular wages by the Illinois Pension Code, the Village is required to make up the difference in reaching an actuarially determined total contribution amount for existing benefit payments to retirees in addition to paying down the unfunded liabilities of each fund.

Both funds experienced a decrease in the funding ratio in 2022 with the Police Pension decreasing from 89% funded to 71% funded while the Fire Pension decreased from 82% funded to 64% funded.

The funding ratio from December 2013 to December 2022 is shown below:



In 2021, both pension funds changed their actuarial assumptions from targeting 100% funding by December 31, 2035, utilizing a 6.25% assumed rate of return to targeting 100% funded utilizing a rolling amortization period of 15 years (versus a set date of December 31, 2035). The funds also increased their assumed rate of return from 6.25% to 6.75%.

Other Information

The Village of Winnetka recognizes that the annual financial report is Management's report to the governing body, constituents, oversight bodies, resource providers, investors, and creditors. In addition to the vast amount of financial information presented, there is included herein a Statistical Section. This section includes information on outstanding bonded debt, insurance, and self-insurance coverage for the risks of the Village, principal Village officials, and data on the entire governmental structure of the Village of Winnetka.

Additionally, the Village's financial policies, reserve policies, budget projections, capital plan, and other financial information can be found in the Village's Annual Budget and 5-Year Capital Improvement Plan that can be viewed in the Fiscal Transparency section of the Village's website (<http://villageofwinnetka.org>) or at the local library.

Independent Audit

Illinois State Statutes require an annual audit by an independent Certified Public Accountant. The accounting firm of Lauterbach & Amen, LLP, 668 North River Road, Naperville, Illinois 60563 was selected by the Village Board of Trustees to conduct the annual audit for fiscal year 2022. The auditors' report, general purpose financial statements, and the combining and individual fund statements and schedules are included in the financial section of this report.

Awards

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village for its comprehensive annual financial report for the year ended December 31, 2021. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government financial reports.

To be awarded a Certificate of Achievement, the Village published an easily readable and efficiently organized annual comprehensive financial report. This report satisfied both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and are submitting it to the GFOA to determine its eligibility for another certificate.

Acknowledgments

The preparation of this report could not have been accomplished without the dedicated assistance of the Finance Department staff and cooperation from the other Village operating departments. Special recognition is due to Dell Duckworth, Accounting Manager for her work preparing this report.

In closing, I would like to thank the Village President and the Village Council for their leadership and support of the Finance Department.

Respectfully Submitted,



Timothy J. Sloth, CPA
Director of Finance



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Village of Winnetka
Illinois**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2021

Christopher P. Morill

Executive Director/CEO

FINANCIAL SECTION

This section includes:

- Independent Auditors' Report
- Management's Discussion and Analysis
- Basic Financial Statements
- Required Supplementary Information
- Other Supplementary Information
- Supplemental Schedule

INDEPENDENT AUDITORS' REPORT

This section includes the opinion of the Village's independent auditing firm.



INDEPENDENT AUDITORS' REPORT

July 11, 2023

The Honorable Village President
Members of the Village Council and Village Manager
Village of Winnetka, Illinois

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Winnetka, Illinois, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Village, as of December 31, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules, and required pension and other post-employment benefit (OPEB) schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Winnetka, Illinois' basic financial statements. The other supplementary information and supplemental schedule are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, other supplementary information and supplemental schedule are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 11, 2023, on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S
DISCUSSION AND ANALYSIS
DECEMBER 31, 2022

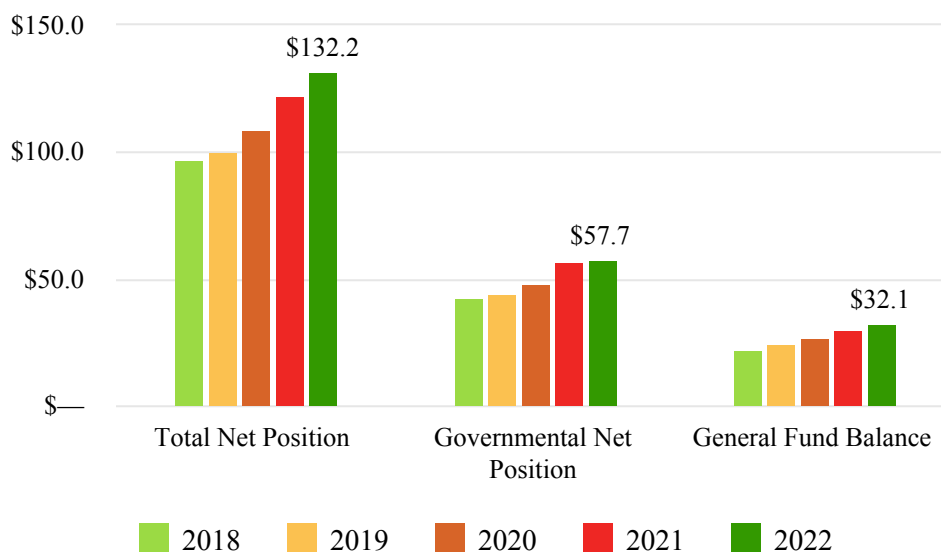
The Management Discussion and Analysis (MDA) section of the Village of Winnetka's Annual Comprehensive Financial Report presents discussion and analysis of the Village's financial activities during the Fiscal Year ending December 31, 2022. This section should be used in conjunction with the transmittal letter at the front of this report and with the Village's financial statements that follow this section. Where appropriate the MD&A refers to specific pages in the Annual Comprehensive Financial Report for additional information.

The management's discussion and analysis is designed to (1) assist the reader in focusing on significant financial issues, (2) provide an overview of the Village's financial activity, (3) identify the Village's financial position and ability to address future challenges, (4) identify material deviations from budget, and (5) identify concerns specific to individual funds.

The accounting standards reflected in this report are designed to provide two perspectives of the Village's financial performance; a focus on the Village as a whole (government-wide) and a focus on the major individual funds. Both perspectives (government-wide and major fund) provide a broader basis upon which to compare and judge the Village's financial accountability. This improved accountability is in part achieved by consolidating financial transactions (eliminating activities between certain funds and focusing on major funds), allocating specific revenues that finance operations to those expenditures, and displaying information about long-term financial decisions (Is debt used to finance operations? What financial investments are made in capital? What is the impact of debt service?).

FINANCIAL HIGHLIGHTS

Below is a graph showing the growth of the Village's total net position, governmental net position, and unassigned general fund balance for the last five years (in millions of dollars) reflecting the overall strong financial performance of the Village and investment in infrastructure.



Government-wide net position increased in the current audit year due to a higher cash position at year end and capital asset additions. On a normal revenue and expense basis, the Village had a positive experience for the fiscal year ended December 31, 2022. This is highlighted most notably in the total fund balance in the General Fund, which rose from \$30,027,257 to \$32,077,945 and represents 124.0 percent of annual budgeted expenditures.

REPORTING THE VILLAGE AS A WHOLE

Government-wide Financial Statements

The Village's annual report includes two government-wide financial statements. These statements provide both long-term and short-term information about the Village's overall financial status. Financial reporting at this level uses accounting similar to full accrual accounting used in the private sector. Inter-fund activity is eliminated and the cost of assets with a long service life is spread out over future years so that capital expenditures are amortized (through depreciation) when the benefits are realized.

The first government-wide statement is the *Statement of Net Position* that presents information about all of the Village's assets/deferred outflows and liabilities/deferred inflows, with the difference reported as net position. Over a multi-year period, an increase or decrease in net position can detect an improvement or deterioration in the financial position of the Village as a whole. Additionally, one would need to evaluate non-financial factors, such as the condition of Village infrastructure, the satisfaction of constituents, and other information beyond the scope of this report to make a more complete assessment of whether the Village as a whole has improved.

The second government-wide statement is the *Statement of Activities*, which reports how the Village's net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when the cash is received or paid. An important purpose of the design of the statement of activities is to show the financial reliance of the Village's distinct activities or functions on revenues provided by the Village's taxpayers.

Both government-wide financial statements distinguish governmental activities of the Village that are principally supported by taxes and intergovernmental revenues (such as state-shared revenues) from business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges. Governmental activities include general government, public safety, community development, public works, and internal service funds. Business-type activities include electric, water, sewer and storm sewer utilities and refuse collection. Fiduciary activities, such as employee pension plans, are not available to fund Village programs and therefore are not included in the government-wide statements.

The Village's financial reporting includes the funds of the Village (primary government). The Village is not accountable for any outside organizations and, therefore, no adjustments were made to blend financial information from other legally separate entities into this report.

REPORTING THE VILLAGE'S MOST SIGNIFICANT FUNDS

Fund Financial Statements

A fund is an accountability unit used to maintain control over resources segregated for specific activities or objectives. The Village uses funds to ensure and demonstrate compliance with finance-related laws and regulations. Within the basic financial statements, fund financial statements focus on the Village's most significant funds rather than the Village as a whole. Major funds are separately reported while all others are combined into a single, aggregated presentation. Individual fund data for non-major funds is provided in the form of combining statements in a later section of this report.

The Village has three kinds of funds:

Governmental Funds are reported in the fund financial statements and encompass essentially the same functions reported as governmental activities in the government-wide financial statements. However, Governmental fund statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of governmental programs and the commitment of spendable resources for the near-term.

The government-wide financial statements provide a long-term view. Comparisons between the individual governmental fund statements and the government-wide statements provide information about financing decisions and the amount invested in maintaining and improving infrastructure. These two perspectives can provide insight into the long-term impact of short-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances reconcile the differences between these two perspectives.

Budgetary comparison statements are included in the basic financial statements for the general fund. Budgetary comparison schedules for other funds can be found in a later section of this report. These statements and schedules demonstrate compliance with the Village's budget.

Proprietary Funds reported in the fund financial statements are for those services for which the Village charges customers a fee. There are two kinds of proprietary funds, enterprise and internal service. Enterprise funds essentially encompass the same functions reported as business-type activities in the government-wide statements. Enterprise fund services are primarily provided to customers external to the Village organization such as those of the electric, water, sewer and storm sewer utilities and refuse functions.

Internal service funds provide services and charge fees to customers within the Village organization, such as equipment services (repair and maintenance of Village vehicles) and the insurance funds. Because internal service funds primarily benefit Village operations, they are included within the governmental activities of the government-wide financial statements.

Proprietary fund statements provide both long-term and short-term financial information consistent with the focus provided by the government-wide financial statements, but with more detail for major enterprise funds and individual component units. Individual fund information for internal service funds and non-major enterprise funds is found in combining statements in a later section of this report.

Fiduciary Funds such as the employee pension plans are reported in the fiduciary fund financial statements but are excluded from the government-wide reporting. Fiduciary fund financial statements report resources that are not available to fund Village programs. The accounting for fiduciary fund financial statements is similar to that used for proprietary funds.

Deferrals - Deferred Outflows and Deferred Inflows

The Governmental Accounting Standards Board (GASB) defines deferrals as neither assets nor liabilities, but inflows or outflows of resources that are to be recognized in a different period. Deferred outflows will raise an entity's net position because they are resources that the Village is holding that will be paid out in a future period (e.g. pension contributions). Conversely, deferred inflows reduce an entity's net position because even though they are resources expected to be collected by the Village in the future, they are not currently the Village's control.

The most easily recognizable deferred inflow is property taxes. When the Village files its annual tax levy, an enforceable lien is attached to all subject properties in its jurisdiction. The dollars levied are not collected immediately, and in the case of the Village of Winnetka, there is a delay between the levy filing and actually collecting the tax dollars for a given levy year. This delay extends across fiscal years, which is why the future year's tax levy amount is recognized as a deferred inflow of resources.

To better track inter-period equity (net position over time), GASB recommends a discussion of net position consisting solely of assets and liabilities; however, deferrals are still required to be shown on agency's statement of net position.

Notes to the financial statements

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements.

Other information

Major funds and component units are reported in the basic financial statements as discussed. Combining and individual statements and schedules for non-major and internal service funds are presented in a subsequent section of this report.

STATEMENT OF NET POSITION

Dec-22		Dec-21		Dec-22	Dec-21
Governmental Activities	Business-Type Activities	Governmental Activities	Business-Type Activities	Total Primary Government	Total Primary Government

Assets

Current and Other Assets	\$62,446,421	27,240,111	62,119,237	38,691,199	89,686,532	100,810,436
Capital Assets	50,403,355	67,468,081	49,547,092	48,830,318	117,871,436	98,377,410
Total Assets	112,849,776	94,708,192	111,666,329	87,521,517	207,557,968	199,187,846
Deferred Outflows	15,200,210	4,727,616	3,287,541	1,612,774	19,927,826	4,900,315
Total Assets/Deferred Outflows	128,049,986	99,435,808	114,953,870	89,134,291	227,485,794	204,088,161

Liabilities

Current Liabilities	3,700,426	5,563,185	2,934,383	2,990,735	9,263,611	5,925,118
Long-Term Liabilities	41,544,218	19,044,717	18,723,938	14,578,610	60,588,935	33,302,548
Total Liabilities	45,244,644	24,607,902	21,658,321	17,569,345	69,852,546	39,227,666
Deferred Inflows	25,092,062	362,408	36,510,760	6,176,603	25,454,470	42,687,363
Total Liabilities/Deferred Inflows	70,336,706	24,970,310	58,169,081	23,745,948	95,307,016	81,915,029

Net Position

Net Investment in						
Capital Assets	50,403,355	56,574,504	59,200,472	48,015,012	106,977,859	107,215,484
Restricted	3,816,909	—	3,390,907	—	3,816,909	3,390,907
Unrestricted	3,493,016	17,890,994	(5,806,590)	17,373,331	21,384,010	11,566,741
Total Net Position	57,713,280	74,465,498	56,784,789	65,388,343	132,178,778	122,173,132

Government-wide net position saw an increase due most notably to a higher cash position at year end. The Village's overall net position increased from a balance of \$122,173,132 in 2021 to \$132,178,778 in 2022. Net position for governmental activities increased \$928,491, which was substantially less than the increase in 2021 of \$4,265,724. This change was due primarily to decreases in charges for services of \$1,486,187 offset by increases in property taxes, sales taxes, and other taxes of \$571,399, \$766,962, and \$413,988, respectively. The net position for the business-type activities increased by \$9,077,155. This was due in large part to capital grants totaling \$7,228,938 being received in the current year.

The following table provides a summary of the Village's changes in net position:

STATEMENT OF ACTIVITIES

Dec-22		Dec-21		Dec-22	Dec-21
Governmental Activities	Business-Type Activities	Governmental Activities	Business-Type Activities	Total Primary Government	Total Primary Government

Revenue:

Program Revenues:

Charges for Services	\$ 6,397,669	30,606,249	7,883,856	31,413,355	37,003,918	39,297,211
Operating Grants	724,706	—	783,286	—	724,706	783,286
Capital Grants	—	7,228,938	—	—	7,228,938	—

General Revenues:

Property Taxes	15,321,586	—	14,750,187	—	15,321,586	14,750,187
Sales and Income Taxes	4,652,910	—	3,885,948	—	4,652,910	3,885,948
Investment Income	(603,445)	(553,495)	(111,292)	(144,707)	(1,156,940)	(255,999)
Others	1,798,675	544,657	1,384,687	280,850	2,343,332	1,665,537
Total Revenues	28,292,101	37,826,349	28,576,672	31,549,498	66,118,450	60,126,170

Expenses:

General Government	4,832,582	—	1,687,288	—	4,832,582	1,687,288
Public Safety	14,663,393	—	10,201,045	—	14,663,393	10,201,045
Community Development	1,653,866	—	1,604,896	—	1,653,866	1,604,896
Public Works	6,755,847	—	6,434,348	—	6,755,847	6,434,348
Electric	—	19,297,776	—	18,600,967	19,297,776	18,600,967
Water	—	4,040,670	—	3,645,073	4,040,670	3,645,073
Sewer	—	798,990	—	810,888	798,990	810,888
Refuse	—	2,434,580	—	2,460,060	2,434,580	2,460,060
Storm Sewer	—	1,635,100	—	1,149,180	1,635,100	1,149,180
Total Expenses	27,905,688	28,207,116	19,927,577	26,666,168	56,112,804	46,593,745

Increase (Decrease) in Net

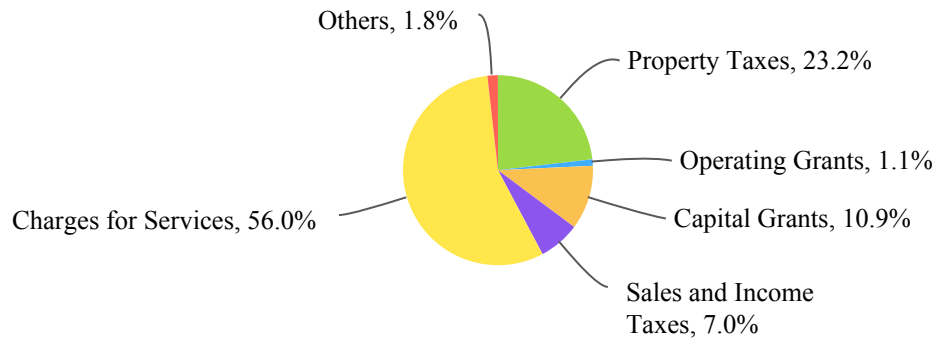
Position before Transfers	386,413	9,619,233	8,649,095	4,883,330	10,005,646	13,532,425
Transfers	542,078	(542,078)	(151,586)	151,586	—	—

Increase (Decrease) in

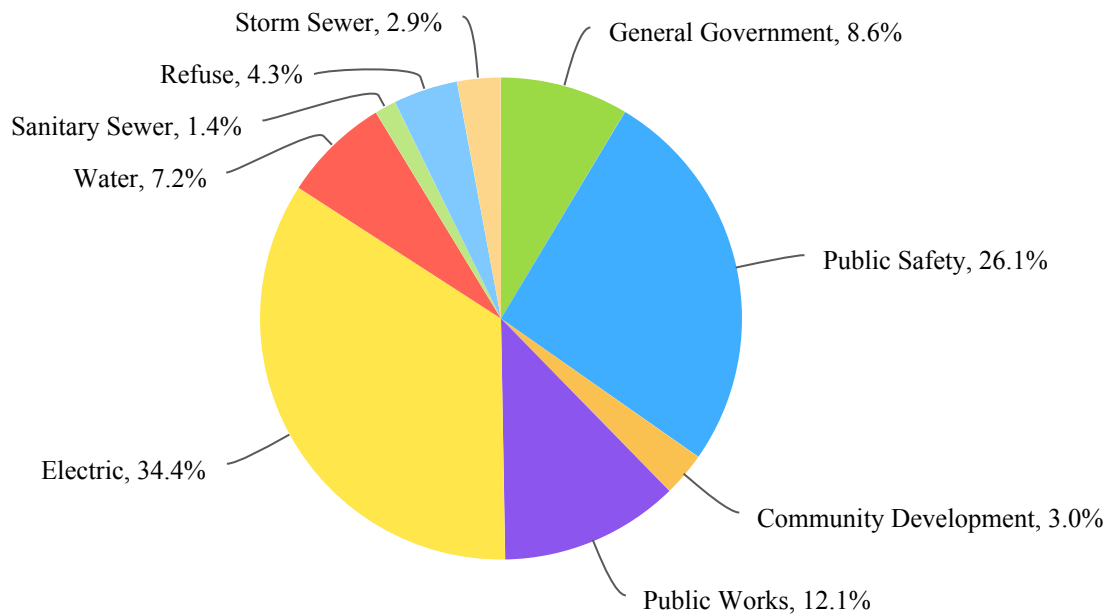
Net Position	928,491	9,077,155	8,497,509	5,034,916	10,005,646	13,532,425
Net Position - Beginning	56,784,789	65,388,343	48,287,280	60,353,427	122,173,132	108,640,707
Net Position - Ending	57,713,280	74,465,498	56,784,789	65,388,343	132,178,778	122,173,132

The following two graphs aggregate by major type the Village's revenues and expenses at the government-wide level, based on the information above.

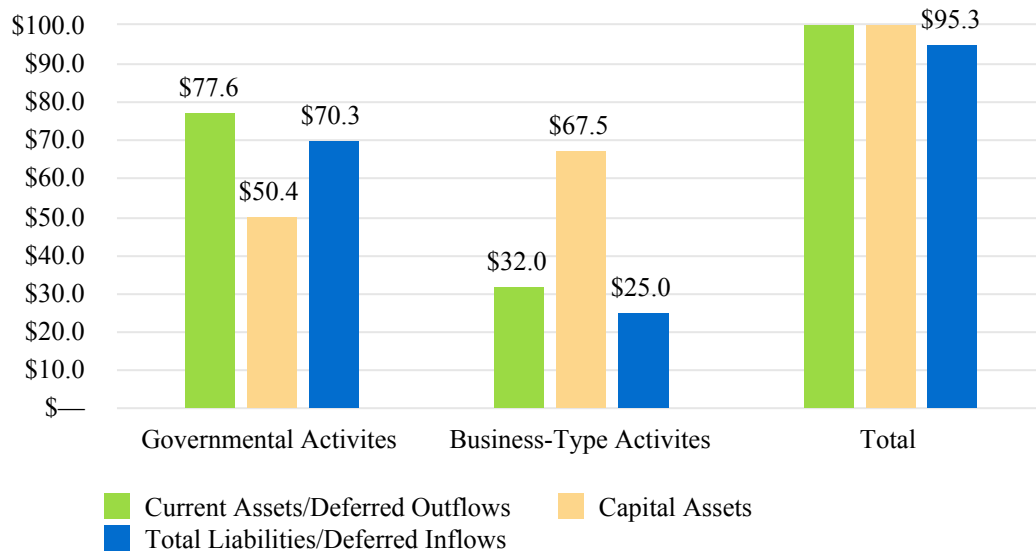
Government-Wide Revenues by Type



Government-Wide Expenses by Type



Below is a graph that compares current and capital assets to the liabilities for governmental and business-type funds.



Financial Analysis of the Village's Funds

Governmental Funds

As discussed, governmental funds are reported in the fund statement with a short-term, inflow and outflow of spendable resources focus. This information is useful in assessing resources available at the end of the year in comparison with upcoming financing requirements. Governmental funds reported ending fund balances of \$36,477,208, an increase of \$2,001,849 from the prior year. This increase is attributable to a favorable revenue and operating expenditure experience for the General Fund and unspent Motor Fuel Tax (MFT) Fund revenue.

Major Governmental Funds

The General Fund is the Village's primary operating fund and the largest source of day-to-day service delivery. The fund balance of the General Fund increased \$2,050,688 from \$30,027,257 to \$32,077,945. This increase is the result of favorable revenues and operating cost experience. The Village Council approved a budgeted drawdown of \$644,956; however at the end of the fiscal year the net change in fund balance was \$2,050,688. This increase is attributable to improved intergovernmental revenue of \$978,577.

The General Fund cash balance of \$30,109,843 remains above the minimum policy amount established by the Village Council.

The Village budgets revenues conservatively so that financial decisions can be made in a planned manner. Budgeted projects can proceed even if revenues weaken somewhat or unexpected expenses are encountered because of this conservative philosophy.

The Village Facilities Fund has a fund balance of \$78,767, which is available for future capital related improvements projects throughout the Village. In FY 2022, this fund decreased by \$101,508. This is primarily due to capital outlay expenditures of \$203,019 offset by a transfer in of \$100,000.

Within the governmental funds, GASB 68 pension expenses/(revenues) included \$1,454,767 for IMRF (General Government), \$1,256,878 for Police Pension (Public Safety), and \$1,385,927 for Fire Pension (Public Safety).

Proprietary Funds

The proprietary fund statements share the same focus as the government-wide statements, reporting both short-term and long-term financial status information.

Major Proprietary Funds

The proprietary funds operated by the Village are the Electric, Water, Sanitary Sewer, Refuse, and Storm Sewer funds. Electric rates were increased 5.0% (residential) in the current year. The water rate increased 8.5% and the sewer rate was increased 2% to pay for system improvements. The Village also maintains a stormwater utility fee of \$21.83 per ERU (Equivalent Run-Off Unit) per month.

The Village's combined internal service funds' net position was \$2,538,559. The total for workers' compensation, liability, and health insurance risks retained by the Village was \$2,001,320, a \$444,266 decrease from last year. While the Village's existing reserves are adequate to fund known liabilities, the moderate (up to \$250,000) retention levels in some areas makes a conservative reserve policy in both the internal service funds and in the General Fund prudent.

General Fund Budgetary Highlights

The original budget for the General Fund was not amended and actual expenditures did not exceed the budgeted amount. The chart below shows the different departments within the General Fund comparing budget to actual amounts. All departments ended the year under budget. The Village's conservative budgeting for expenses, along with favorable operating expenditure experience, has contributed to the departments ending the year under budget.

	Budget	Actual
Department		
General Government	\$ 3,351,187	3,318,145
Police Department	7,721,450	7,588,677
Fire Department	6,159,874	5,956,956
Community Development	1,746,360	1,633,671
Public Works	6,588,999	5,677,045
Contingency	300,000	—
Total	25,867,870	24,174,494

Capital Assets

The Village's policy is to capitalize equipment over \$50,000 in value. The Village's investment in capital assets, net of accumulated depreciation, for governmental activities as of December 31, 2022 was \$50,403,355, up \$856,263 from the prior year.

The Village's investment in capital assets, net of accumulated depreciation, for business-type activities as of December 31, 2022 was \$67,468,081, up \$18,637,763 from the prior year.

Additional information about the Village's capital assets, including beginning balances, current year additions and retirements, and outstanding balances at year end, can be found in the financial statement notes, Note 3.

Long-Term Debt

At the end of the fiscal year, the Village had total bonded debt outstanding of \$11,350,000. This entire amount is General Obligation Bonds which are usually funded from property taxes. However, it is anticipated that the annual debt service will continue to be abated and these bonds will be repaid from charges for service in the Stormwater Fund.

Additional information about the Village's long-term liabilities, including outstanding debt, can be found in the financial statement notes, Note 3.

Bond Ratings

The Village's general obligation bonds are rated Aaa by Moody's Investor Rating Service. The Aaa rating was last confirmed in November 2022.

Economic Factors

The local Village economy remained steady in 2022. Because the Village of Winnetka is primarily an affluent residential community heavily reliant on property taxes and utility sales, revenues tend to be more stable compared to governments that rely more on sales tax, real estate transfer taxes, and other revenues particularly sensitive to economic cycles to finance operations. Three separate business districts cater largely to the local area.

The Village's current population of 12,437 has remained about the same over the last decade.

Contacting the Village's Financial Management

This financial report is designed to provide a general overview of the Village's finances, comply with finance-related laws and regulations, and demonstrate the Village's commitment to public accountability. If you have questions about this report or would like to request additional information, contact the Village's Finance Director, 510 Green Bay Road, Winnetka, IL 60093, or access the Village website at villageofwinnetka.org.

BASIC FINANCIAL STATEMENTS

The basic financial Statements include integrated sets of financial statements as required by the GASB. The sets of statements include:

- Government-Wide Financial Statements
- Fund Financial Statements

Governmental Funds

Proprietary Funds

Fiduciary Funds

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

VILLAGE OF WINNETKA, ILLINOIS

Statement of Net Position

December 31, 2022

See Following Page

VILLAGE OF WINNETKA, ILLINOIS

Statement of Net Position December 31, 2022

	Governmental Activities	Business-Type Activities	Totals
ASSETS			
Current Assets			
Cash and Investments	\$ 38,022,495	17,088,680	55,111,175
Receivables - Net of Allowances			
Taxes	18,190,942	—	18,190,942
Accounts	142,452	11,156,894	11,299,346
Notes	194,900	—	194,900
Leases	2,400,209	—	2,400,209
Internal Balances	2,250,000	(2,250,000)	—
Prepays/Inventories	425,372	1,244,537	1,669,909
Due from Other Governments	820,051	—	820,051
Total Current Assets	62,446,421	27,240,111	89,686,532
Noncurrent Assets			
Capital Assets			
Nondepreciable	13,680,000	4,733,880	18,413,880
Depreciable	78,506,742	134,555,180	213,061,922
Accumulated Depreciation	(41,783,387)	(71,820,979)	(113,604,366)
Total Noncurrent Assets	50,403,355	67,468,081	117,871,436
Total Assets	112,849,776	94,708,192	207,557,968
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Items - IMRF	3,864,226	3,862,898	7,727,124
Deferred Items - Police Pension	4,951,063	—	4,951,063
Deferred Items - Firefighters' Pension	6,046,280	—	6,046,280
Deferred Items - RBP	338,641	161,971	500,612
Unamortized Loss on Refunding	—	702,747	702,747
Total Deferred Outflows of Resources	15,200,210	4,727,616	19,927,826
Total Assets and Deferred Outflows of Resources	128,049,986	99,435,808	227,485,794

The notes to the financial statements are an integral part of this statement.

	Governmental Activities	Business-Type Activities	Totals
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 2,118,285	3,769,241	5,887,526
Accrued Payroll	70,201	146,535	216,736
Accrued Interest Payable	—	12,192	12,192
Retainage Payable	—	702,617	702,617
Deposits Payable	1,000,829	377,431	1,378,260
Claims Payable	373,237	—	373,237
Current Portion of Long-Term Liabilities	137,874	555,169	693,043
Total Current Liabilities	3,700,426	5,563,185	9,263,611
Noncurrent Liabilities			
Claims Payable	478,961	—	478,961
Compensated Absences	1,240,868	451,520	1,692,388
Net Pension Liability - IMRF	5,337,350	5,335,515	10,672,865
Net Pension Liability - Police Pension	13,890,110	—	13,890,110
Net Pension Liability - Firefighters' Pension	18,029,267	—	18,029,267
Total OPEB Liability - RBP	2,567,662	1,228,099	3,795,761
General Obligation Bonds Payable - Net	—	11,091,324	11,091,324
Landfill Post-Closure Costs	—	938,259	938,259
Total Noncurrent Liabilities	41,544,218	19,044,717	60,588,935
Total Liabilities	45,244,644	24,607,902	69,852,546
DEFERRED INFLOWS OF RESOURCES			
Deferred Items - IMRF	47,012	46,995	94,007
Deferred Items - Police Pension	3,208,867	—	3,208,867
Deferred Items - Firefighters' Pension	1,787,590	—	1,787,590
Deferred Items - RBP	659,452	315,413	974,865
Property Taxes	15,309,260	—	15,309,260
Grants	1,676,018	—	1,676,018
Leases	2,403,863	—	2,403,863
Total Deferred Inflows of Resources	25,092,062	362,408	25,454,470
Total Liabilities and Deferred Inflows of Resources	70,336,706	24,970,310	95,307,016
NET POSITION			
Net Investment in Capital Assets	50,403,355	56,574,504	106,977,859
Restricted - Highways and Streets	3,613,138	—	3,613,138
Restricted - Foreign Fire Tax	203,771	—	203,771
Unrestricted	3,493,016	17,890,994	21,384,010
Total Net Position	57,713,280	74,465,498	132,178,778

The notes to the financial statements are an integral part of this statement.

VILLAGE OF WINNETKA, ILLINOIS

Statement of Activities

For the Fiscal Year Ended December 31, 2022

	Expenses	Program Revenues		
		Charges for Services	Operating Grants/ Contributions	Capital Grants/ Contributions
Governmental Activities				
General Government	\$ 4,832,582	2,831,304	—	—
Public Safety	14,663,393	1,631,549	226,101	—
Community Development	1,653,866	1,934,816	—	—
Public Works	6,755,847	—	498,605	—
Total Governmental Activities	27,905,688	6,397,669	724,706	—
Business-Type Activities				
Electric	19,297,776	18,188,204	—	—
Water	4,040,670	6,226,468	—	—
Refuse	2,434,580	2,612,705	—	—
Storm Sewer	1,635,100	1,549,886	—	7,228,938
Sanitary Sewer	798,990	2,028,986	—	—
Total Business-Type Activities	28,207,116	30,606,249	—	7,228,938
Total Primary Government	56,112,804	37,003,918	724,706	7,228,938

General Revenues

Taxes

Property

Telecommunications

Natural Gas

Intergovernmental - Unrestricted

Sales Taxes

Income Taxes

Personal Property Replacement

Other Taxes

Investment Income

Miscellaneous

Transfers - Internal Activity

Total General Revenues

Change in Net Position

Net Position - Beginning

Net Position - Ending

The notes to the financial statements are an integral part of this statement.

Primary Government		
Net (Expenses)/Revenues		
Governmental Activities	Business-Type Activities	Totals
(2,001,278)	—	(2,001,278)
(12,805,743)	—	(12,805,743)
280,950	—	280,950
(6,257,242)	—	(6,257,242)
(20,783,313)	—	(20,783,313)
—	(1,109,572)	(1,109,572)
—	2,185,798	2,185,798
—	178,125	178,125
—	7,143,724	7,143,724
—	1,229,996	1,229,996
—	9,628,071	9,628,071
(20,783,313)	9,628,071	(11,155,242)
15,321,586	—	15,321,586
237,293	—	237,293
564,986	—	564,986
2,576,310	—	2,576,310
2,076,600	—	2,076,600
527,215	—	527,215
391,476	—	391,476
(603,445)	(553,495)	(1,156,940)
77,705	544,657	622,362
542,078	(542,078)	—
21,711,804	(550,916)	21,160,888
928,491	9,077,155	10,005,646
56,784,789	65,388,343	122,173,132
57,713,280	74,465,498	132,178,778

The notes to the financial statements are an integral part of this statement.

VILLAGE OF WINNETKA, ILLINOIS

Balance Sheet - Governmental Funds December 31, 2022

	General	Capital Projects Village Facilities	Nonmajor	Totals
ASSETS				
Cash and Investments	\$ 30,109,843	87,604	4,716,873	34,914,320
Receivables - Net of Allowances				
Taxes	18,190,942	—	—	18,190,942
Accounts	101,753	—	—	101,753
Notes	194,900	—	—	194,900
Leases	2,400,209	—	—	2,400,209
Due from Other Governments	770,311	—	49,740	820,051
Due from Other Funds	2,250,000	—	—	2,250,000
Total Assets	54,017,958	87,604	4,766,613	58,872,175
LIABILITIES				
Accounts Payable	1,009,145	8,837	446,117	1,464,099
Accrued Payroll	62,312	—	—	62,312
Deposits Payable	1,000,829	—	—	1,000,829
Due to Other Funds	478,586	—	—	478,586
Total Liabilities	2,550,872	8,837	446,117	3,005,826
DEFERRED INFLOWS OF RESOURCES				
Property Taxes	15,309,260	—	—	15,309,260
Grants	1,676,018	—	—	1,676,018
Leases	2,403,863	—	—	2,403,863
Total Deferred Inflows of Resources	19,389,141	—	—	19,389,141
Total Liabilities and Deferred Inflows of Resources	21,940,013	8,837	446,117	22,394,967
FUND BALANCES				
Restricted	—	—	3,816,909	3,816,909
Assigned	16,303,144	78,767	503,587	16,885,498
Unassigned	15,774,801	—	—	15,774,801
Total Fund Balances	32,077,945	78,767	4,320,496	36,477,208
Total Liabilities, Deferred Inflows of Resources and Fund Balances	54,017,958	87,604	4,766,613	58,872,175

The notes to the financial statements are an integral part of this statement.

VILLAGE OF WINNETKA, ILLINOIS

Reconciliation of the Total Governmental Fund Balance to the Statement of Net Position - Governmental Activities

December 31, 2022

Total Governmental Fund Balances	\$ 36,477,208
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Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	50,403,355
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Internal Service Funds are used by the Village to charge the costs of vehicle and equipment management and employee compensated absences to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Statement of Net Position.	2,538,559
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Deferred outflows (inflows) of resources related to the pensions not reported in the funds.	
Deferred Items - IMRF	3,817,214
Deferred Items - Police Pension	1,742,196
Deferred Items - Firefighters' Pension	4,258,690
Deferred Items - RBP	(320,811)

Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	
Compensated Absences Payable	(1,378,742)
Net Pension Liability/(Asset) - IMRF	(5,337,350)
Net Pension Liability - Police Pension	(13,890,110)
Net Pension Liability - Firefighters' Pension	(18,029,267)
Total OPEB Liability - RBP	<u>(2,567,662)</u>

Net Position of Governmental Activities	<u>57,713,280</u>
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VILLAGE OF WINNETKA, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds For the Fiscal Year Ended December 31, 2022

	General	Capital Projects Village Facilities	Nonmajor	Totals
Revenues				
Taxes	\$ 16,121,723	—	2,142	16,123,865
Licenses and Permits	2,286,551	—	—	2,286,551
Intergovernmental	5,406,226	—	890,081	6,296,307
Charges for Services	4,031,837	—	—	4,031,837
Fines and Forfeitures	79,281	—	—	79,281
Investment Income (Loss)	(537,943)	1,511	24,823	(511,609)
Miscellaneous	77,705	—	—	77,705
Total Revenues	27,465,380	1,511	917,046	28,383,937
Expenditures				
General Government	3,318,145	—	—	3,318,145
Public Safety	13,545,633	—	78,152	13,623,785
Community Development	1,633,671	—	—	1,633,671
Public Works	5,677,045	—	—	5,677,045
Capital Outlay	—	203,019	2,468,501	2,671,520
Total Expenditures	24,174,494	203,019	2,546,653	26,924,166
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,290,886	(201,508)	(1,629,607)	1,459,771
Other Financing Sources (Uses)				
Transfers In	2,146,946	100,000	1,950,000	4,196,946
Transfers Out	(3,387,144)	—	(267,724)	(3,654,868)
	(1,240,198)	100,000	1,682,276	542,078
Net Change in Fund Balances	2,050,688	(101,508)	52,669	2,001,849
Fund Balances - Beginning	30,027,257	180,275	4,267,827	34,475,359
Fund Balances - Ending	32,077,945	78,767	4,320,496	36,477,208

The notes to the financial statements are an integral part of this statement.

VILLAGE OF WINNETKA, ILLINOIS

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of the Governmental Funds to the Statement of Activities - Governmental Activities For the Fiscal Year Ended December 31, 2022

Net Change in Fund Balances - Total Governmental Funds	\$ 2,001,849
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Amounts reported for governmental activities in the Statement of Activities
are different because:

Governmental funds report capital outlays as expenditures. However, in the
Statement of Activities the cost of those assets is allocated over their estimated
useful lives and reported as depreciation expense.

Capital Outlays	4,232,918
Depreciation Expense	(3,376,655)

The net effect of deferred outflows (inflows) of resources related
to the pensions not reported in the funds.

Change in Deferred Items - IMRF	9,633,875
Change in Deferred Items - Police Pension	8,899,196
Change in Deferred Items - Firefighters' Pension	8,662,549
Change in Deferred Items - RBP	(549,248)

The issuance of long-term debt provides current financial resources to
governmental funds, while the repayment of the principal on long-term
debt consumes the current financial resources of the governmental funds.

Change in Compensated Absences Payable	(1,793)
Change in Net Pension Liability/(Asset) - IMRF	(10,164,040)
Change in Net Pension Liability - Police Pension	(8,953,774)
Change in Net Pension Liability - Firefighters' Pension	(9,117,784)
Change in Total OPEB Liability - RBP	488,744

Internal service funds are used by the Village to charge the costs of vehicle and equipment
management and employee compensated absences to individual funds.

The net revenue of certain activities of internal service funds is reported with governmental activities.	(827,346)
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Changes in Net Position of Governmental Activities	928,491
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VILLAGE OF WINNETKA, ILLINOIS

Statement of Net Position - Proprietary Funds December 31, 2022

	Business-Type Activities - Enterprise						Governmental Activities
	Electric	Water	Refuse	Storm Sewer	Nonmajor Sanitary Sewer	Totals	Internal Service
ASSETS							
Current Assets							
Cash and Investments	\$ 5,453,935	5,919,769	1,342,824	1,692,366	2,679,786	17,088,680	3,108,175
Receivables - Net of Allowances							
Accounts - Billed	1,057,572	348,912	159,628	118,462	78,148	1,762,722	40,699
Accounts - Unbilled	1,093,400	246,723	186,097	147,770	73,898	1,747,888	—
Accounts - Other	288,070	1,598	2,678	7,353,938	—	7,646,284	—
Inventories/Prepays	1,244,537	—	—	—	—	1,244,537	425,372
Total Current Assets	9,137,514	6,517,002	1,691,227	9,312,536	2,831,832	29,490,111	3,574,246
Noncurrent Assets							
Capital Assets							
Nondepreciable Capital Assets	69,003	95,005	—	4,569,872	—	4,733,880	—
Depreciable Capital Assets	67,003,826	27,118,437	3,533,761	27,562,620	9,336,536	134,555,180	299,598
	67,072,829	27,213,442	3,533,761	32,132,492	9,336,536	139,289,060	299,598
Accumulated Depreciation	(48,906,280)	(12,424,751)	(2,613,261)	(1,973,671)	(5,903,016)	(71,820,979)	(299,598)
Total Noncurrent Assets	18,166,549	14,788,691	920,500	30,158,821	3,433,520	67,468,081	—
Total Assets	27,304,063	21,305,693	2,611,727	39,471,357	6,265,352	96,958,192	3,574,246
DEFERRED OUTFLOWS OF RESOURCES							
Deferred Items - IMRF	2,104,837	918,149	523,002	163,420	153,490	3,862,898	—
Deferred Items - RBP	87,211	39,833	18,100	9,151	7,676	161,971	—
Unamortized Loss on Refunding	—	—	—	702,747	—	702,747	—
Total Deferred Outflows of Resources	2,192,048	957,982	541,102	875,318	161,166	4,727,616	—
Total Assets and Deferred Outflows of Resources	29,496,111	22,263,675	3,152,829	40,346,675	6,426,518	101,685,808	3,574,246

The notes to the financial statements are an integral part of this statement.

	Business-Type Activities - Enterprise						Governmental Activities
	Electric	Water	Refuse	Storm Sewer	Nonmajor Sanitary Sewer	Totals	Internal Service
LIABILITIES							
Current Liabilities							
Accounts Payable	\$ 1,179,375	245,410	37,435	2,010,767	296,254	3,769,241	175,600
Accrued Payroll	79,805	31,149	20,109	6,605	8,867	146,535	7,889
Accrued Interest Payable	—	—	—	12,192	—	12,192	—
Retainage Payable	—	—	—	702,617	—	702,617	—
Deposits Payable	377,431	—	—	—	—	377,431	—
Due to Other Funds	—	250,000	—	2,000,000	—	2,250,000	—
Claims Payable	—	—	—	—	—	—	373,237
Compensated Absences	31,820	15,673	2,676	—	—	50,169	—
General Obligation Bonds Payable	—	—	—	505,000	—	505,000	—
Total Current Liabilities	1,668,431	542,232	60,220	5,237,181	305,121	7,813,185	556,726
Noncurrent Liabilities							
Claims Payable	—	—	—	—	—	—	478,961
Compensated Absences	286,380	141,053	24,087	—	—	451,520	—
Net Pension Liability - IMRF	2,907,245	1,268,166	722,382	225,718	212,004	5,335,515	—
Total OPEB Liability - RBP	661,251	302,024	137,239	69,387	58,198	1,228,099	—
General Obligation Bonds Payable - Net	—	—	—	11,091,324	—	11,091,324	—
Landfill Post-Closure Costs	—	—	938,259	—	—	938,259	—
Total Noncurrent Liabilities	3,854,876	1,711,243	1,821,967	11,386,429	270,202	19,044,717	478,961
Total Liabilities	5,523,307	2,253,475	1,882,187	16,623,610	575,323	26,857,902	1,035,687
DEFERRED INFLOWS OF RESOURCES							
Deferred Items - IMRF	25,607	11,170	6,363	1,988	1,867	46,995	—
Deferred Items - RBP	169,829	77,569	35,247	17,821	14,947	315,413	—
Total Deferred Inflows of Resources	195,436	88,739	41,610	19,809	16,814	362,408	—
Total Liabilities and Deferred Inflows of Resources	5,718,743	2,342,214	1,923,797	16,643,419	592,137	27,220,310	1,035,687
NET POSITION							
Net Investment in Capital Assets	18,166,549	14,788,691	920,500	19,265,244	3,433,520	56,574,504	—
Unrestricted	5,610,819	5,132,770	308,532	4,438,012	2,400,861	17,890,994	2,538,559
Total Net Position	23,777,368	19,921,461	1,229,032	23,703,256	5,834,381	74,465,498	2,538,559

The notes to the financial statements are an integral part of this statement.

VILLAGE OF WINNETKA, ILLINOIS

Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds For the Fiscal Year Ended December 31, 2022

	Electric	Water
Operating Revenues		
Charges for Services	\$ 18,007,289	6,159,699
Interfund Services	—	—
Miscellaneous	180,915	66,769
Total Operating Revenues	18,188,204	6,226,468
Operating Expenses		
Administration	2,263,403	1,567,415
Operations	15,354,743	1,918,950
Depreciation and Amortization	1,679,630	554,305
Total Operating Expenses	19,297,776	4,040,670
Operating Income (Loss)	(1,109,572)	2,185,798
Nonoperating Revenues (Expenses)		
Investment Income (Loss)	(58,315)	(32,357)
Rental Income	221,088	—
Other Income	322,332	1,237
Interest Expense	—	—
	485,105	(31,120)
Income (Loss) Before Transfers and Capital Grants	(624,467)	2,154,678
Capital Grants	—	—
Transfers In	500,000	—
Transfers Out	(1,049,912)	(776,560)
	(549,912)	(776,560)
Change in Net Position	(1,174,379)	1,378,118
Net Position - Beginning	24,951,747	18,543,343
Net Position - Ending	23,777,368	19,921,461

The notes to the financial statements are an integral part of this statement.

Business-Type Activities - Enterprise Funds				Governmental Activities
Refuse	Storm Sewer	Nonmajor Sanitary Sewer	Totals	Internal Service
2,612,705	2,028,986	1,549,886	30,358,565	—
—	—	—	—	6,152,783
—	—	—	247,684	—
2,612,705	2,028,986	1,549,886	30,606,249	6,152,783
185,500	(5,115)	134,663	4,145,866	701,114
2,122,656	1,030,739	546,094	20,973,182	6,187,179
126,424	302,782	118,233	2,781,374	—
2,434,580	1,328,406	798,990	27,900,422	6,888,293
178,125	700,580	750,896	2,705,827	(735,510)
(5,208)	(460,081)	2,466	(553,495)	(91,836)
—	—	—	221,088	—
—	—	—	323,569	—
—	(306,694)	—	(306,694)	—
(5,208)	(766,775)	2,466	(315,532)	(91,836)
172,917	(66,195)	753,362	2,390,295	(827,346)
—	7,228,938	—	7,228,938	—
—	1,104,868	—	1,604,868	775,000
(190,724)	—	(129,750)	(2,146,946)	(775,000)
(190,724)	8,333,806	(129,750)	6,686,860	—
(17,807)	8,267,611	623,612	9,077,155	(827,346)
1,246,839	15,435,645	5,210,769	65,388,343	3,365,905
1,229,032	23,703,256	5,834,381	74,465,498	2,538,559

The notes to the financial statements are an integral part of this statement.

VILLAGE OF WINNETKA, ILLINOIS

Statement of Cash Flows - Proprietary Funds For the Fiscal Year Ended December 31, 2022

	Electric	Water
Cash Flows from Operating Activities		
Receipts from Customers and Users	\$ 18,684,485	6,247,779
Interfund Services Provided	—	—
Payments to Suppliers	(14,305,182)	(2,335,810)
Payments to Employees	(2,683,016)	(1,199,973)
	<u>1,696,287</u>	<u>2,711,996</u>
Cash Flows from Noncapital Financing Activities		
Transfer In	500,000	—
Transfers Out	(1,049,912)	(776,560)
	<u>(549,912)</u>	<u>(776,560)</u>
Cash Flows from Capital and Related Financing Activities		
Purchase of Capital Assets	(1,271,065)	(1,978,296)
Capital Grants	—	—
Principal Payments	—	—
Interest Payments	—	—
	<u>(1,271,065)</u>	<u>(1,978,296)</u>
Cash Flows from Investing Activities		
Interest Received	(58,315)	(32,357)
Net Change in Cash and Cash Equivalents	(183,005)	(75,217)
Cash and Cash Equivalents - Beginning	<u>5,636,940</u>	<u>5,994,986</u>
Cash and Cash Equivalents - Ending	<u><u>5,453,935</u></u>	<u><u>5,919,769</u></u>
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities		
Operating Income (Loss)	(1,109,572)	2,185,798
Adjustments to Reconcile Operating Income to Net Cash Provided by (Used in) Operating Activities:		
Depreciation and Amortization	1,679,630	554,305
Other Income	543,420	1,237
Other Expense - IMRF and OPEB	334,089	135,176
(Increase) Decrease in Current Assets	(47,139)	20,074
Increase (Decrease) in Current Liabilities	295,859	(184,594)
Net Cash Provided by Operating Activities	<u><u>1,696,287</u></u>	<u><u>2,711,996</u></u>

The notes to the financial statements are an integral part of this statement.

Business-Type Activities - Enterprise Funds				Governmental Activities
Refuse	Storm Sewer	Nonmajor Sanitary Sewer	Totals	Internal Service
2,630,851	(5,307,578)	1,565,305	23,820,842	—
—	—	—	—	5,983,262
(1,665,895)	2,827,168	(515,887)	(15,995,606)	(6,500,218)
(605,338)	(207,749)	(300,274)	(4,996,350)	(435,843)
359,618	(2,688,159)	749,144	2,828,886	(952,799)
—	1,104,868	—	1,604,868	775,000
(190,724)	—	(129,750)	(2,146,946)	(775,000)
(190,724)	1,104,868	(129,750)	(542,078)	—
—	(17,100,251)	(341,551)	—	—
—	7,228,938	—	7,228,938	—
—	(495,000)	—	(495,000)	—
—	(306,694)	—	(306,694)	—
—	(10,673,007)	(341,551)	6,427,244	—
(5,208)	(460,081)	2,466	(553,495)	(91,836)
163,686	(12,716,379)	280,309	8,160,557	(1,044,635)
1,179,138	14,408,745	2,399,477	29,619,286	4,152,810
1,342,824	1,692,366	2,679,786	37,779,843	3,108,175
178,125	700,580	750,896	2,705,827	(735,510)
126,424	302,782	118,233	2,781,374	—
—	—	—	544,657	—
58,420	(5,115)	(5,377)	517,193	—
18,146	(7,336,564)	15,419	(7,330,064)	(169,521)
(21,497)	3,650,158	(130,027)	3,609,899	(47,768)
359,618	(2,688,159)	749,144	2,828,886	(952,799)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF WINNETKA, ILLINOIS

**Statement of Fiduciary Net Position
December 31, 2022**

	<u>Pension Trust</u>
ASSETS	
Cash and Cash Equivalents	\$ 1,513,140
Investments	
Illinois Police Officers' Pension Investment Fund	33,129,072
Illinois Firefighters' Pension Investment Fund	31,709,639
Due From Other Funds	<u>478,586</u>
Total Assets	66,351,851
LIABILITIES	
Accounts Payable	<u>—</u>
NET POSITION	
Net Position Restricted for Pensions	<u><u>66,351,851</u></u>

The notes to the financial statements are an integral part of this statement.

VILLAGE OF WINNETKA, ILLINOIS

Statement of Changes in Fiduciary Net Position For the Fiscal Year Ended December 31, 2022

	Pension Trust
Additions	
Contributions - Employer	\$ 2,558,672
Contributions - Plan Members	528,616
Contributions - Buy Back	<u>17,940</u>
Total Contributions	<u>3,105,228</u>
Investment Income	
Interest Earned	1,052,926
Net Change in Fair Value	<u>(12,605,063)</u>
	(11,552,137)
Less Investment Expenses	<u>(89,594)</u>
Net Investment Income	<u>(11,641,731)</u>
Total Additions	<u>(8,536,503)</u>
Deductions	
Administration	92,462
Benefits and Refunds	<u>5,227,094</u>
Total Deductions	<u>5,319,556</u>
Change in Fiduciary Net Position	(13,856,059)
Net Position Restricted for Pensions	
Beginning	<u>80,686,496</u>
Ending	<u><u>66,830,437</u></u>

The notes to the financial statements are an integral part of this statement.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Winnetka (Village), Illinois, incorporated in 1869, is a municipal corporation governed by an elected president and six-member Village Council. The Village's major operations include police and fire safety, highway and street maintenance and reconstruction, forestry, building code enforcement, public improvements, economic development, planning and zoning, waterworks and sewerage services, refuse services, electric services, parking system services, and general administrative services.

The government-wide financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant of the Village's accounting policies established in GAAP and used by the Village are described below.

REPORTING ENTITY

The Village's financial reporting entity comprises the following:

Primary Government:	Village of Winnetka
---------------------	---------------------

In determining the financial reporting entity, the Village complies with the provisions of GASB Statement No. 61, "The Financial Reporting Omnibus - an Amendment of GASB Statements No. 14 and No. 34," and includes all component units that have a significant operational or financial relationship with the Village. Based upon the criteria set forth in the GASB Statement No. 61, there are no component units included in the reporting entity.

Police Pension Employees Retirement System

The Village's police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the Village President, one elected pension beneficiary and two elected police employees constitute the pension board. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the PPERS is reported as if it were part of the primary Village because its sole purpose is to provide retirement benefits for the Village's police employees. The PPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the PPERS.

Firefighters' Pension Employees Retirement System

The Village's firefighters participate in the Firefighters' Pension Employees Retirement System (FPERS). FPERS functions for the benefit of these employees and is governed by a five-member pension board, with two members appointed by the Village President, two elected from active participants of the Fund, and one elected from the retired members of the Fund. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining FPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the FPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the Village's sworn firefighters. The FPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the PPERS.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

BASIS OF PRESENTATION

Government-Wide Statements

The Village's basic financial statements include both government-wide (reporting the Village as a whole) and fund financial statements (reporting the Village's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. The Village's police and fire safety, village yard, motor fuel tax, downtown redevelopment, and general administrative services are classified as governmental activities. The Village's electric, water, refuse, and sewer, and sanitary sewer services are classified as business-type activities.

In the government-wide Statement of Net Position, both the governmental and business-type activities columns are: (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets/deferred outflows and receivables as well as long-term debt/deferred inflows and obligations.

The Village's net position is reported in three parts: net investment in capital assets; restricted; and unrestricted. The Village first utilizes restricted resources to finance qualifying activities.

The government-wide Statement of Activities reports both the gross and net cost of each of the Village's functions and business-type activities (general government, public safety, highways and streets, etc.). The functions are supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges for services, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, which include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

The net costs (by function or business-type activity) are normally covered by general revenue (property, sales and use taxes, certain intergovernmental revenues, permits and charges for services, etc.).

The Village does not allocate indirect costs. An administrative service fee is charged by the General Fund to the other operating funds that is eliminated like a reimbursement (reducing the revenue and expense in the General Fund) to recover the direct costs of General Fund services provided (finance, personnel, purchasing, legal, technology management, etc.).

This government-wide focus is more on the sustainability of the Village as an entity and the change in the Village's net position resulting from the current year's activities.

Fund Financial Statements

The financial transactions of the Village are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets/deferred outflows, liabilities/deferred inflows, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

BASIS OF PRESENTATION - Continued

Fund Financial Statements - Continued

GASB Statement No. 34 sets forth minimum criteria (percentage of the assets/deferred outflows, liabilities/deferred inflows, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The Village electively added funds, as major funds, which either have debt outstanding or a specific community focus. The nonmajor funds are combined in a column in the fund financial statements. A fund is considered major if it is the primary operating fund of the Village or meets the following criteria:

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

The various funds are reported by generic classification within the financial statements. The following fund types are used by the Village:

Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the Village:

General Fund is the general operating fund of the Village. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is a major fund.

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The Village maintains two non-major special revenue funds, the Motor Fuel Tax Fund and the Foreign Fire Tax Fund.

Debt Service Funds are used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt. The Village does not currently utilize debt service funds.

Capital Projects Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The Village maintains one major capital projects fund, the Village Facilities Fund. This fund accounts for the resources used for major rehabilitation of the public works, water and electric yards located at 1390 Willow Road. The Village maintains two non-major capital projects funds, the Downtown Redevelopment Fund and the Special Service Areas Fund.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

BASIS OF PRESENTATION - Continued

Fund Financial Statements - Continued

Proprietary Funds

The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the Village:

Enterprise Funds are required to account for operations for which a fee is charged to external users for goods or services and the activity is (a) financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges, or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. The Village maintains four major enterprise funds. The Electric Fund accounts for the provision of electric utility services to the residents of the Village. The Water Fund accounts for the provision of potable water to the residents of the Village. The Refuse Fund accounts for the provision of refuse services to the residents of the Village. The Storm Sewer Fund accounts for the provision of storm sewer services to residents of the Village. The Village maintains one non-major enterprise fund, the Sanitary Sewer Fund.

Internal Service Funds are used to account for the financing of goods or services provided by an activity to other departments, funds or component units of the Village on a cost-reimbursement basis. The Village maintains five non-major internal service funds. The Information Technology Fund is used to account for the acquisition and depreciation of Village data processing equipment and software. The Worker's Compensation Insurance Fund is used to account for the servicing and payment of claims for workers' compensation. The Health Insurance Fund is used to account for the servicing and payment of claims for health insurance. The Liability Insurance Fund is used to account for the servicing and payment of claims for liability insurance. The Fleet Fund is used to account for the costs of maintaining transportation equipment used by the Village. The Village's internal service funds are presented in the proprietary funds' financial statements. Because the principal users of the internal services are the Village's governmental activities, the financial statements of the internal service funds are consolidated into the governmental column when presented in the government-wide financial statements. To the extent possible, the cost of these services is reported in the appropriate functional activity (general government, public safety, public works, etc.).

Fiduciary Funds

Fiduciary funds are used to report assets held in a trustee or agency capacity for others and therefore are not available to support Village programs. The reporting focus is on net position and changes in net position and is reported using accounting principles similar to proprietary funds.

Pension Trust Funds are used to account for assets held in a trustee capacity for pension benefit payments. The Police Pension Fund accounts for the accumulation of resources to be used for disability and retirement annuity payments to employees covered by the plan. The Firefighters' Pension Fund accounts for the accumulation of resources to be used for disability and retirement payments to employees covered by the plan.

The Village's fiduciary funds are presented in the fiduciary fund financial statements. Since by definition these assets are being held for the benefit of a third party (pension participants) and cannot be used to address activities or obligations of the Village, these funds are not incorporated into the government-wide statements.

Notes to the Financial Statements

December 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe “which” transactions are recorded within the various financial statements. Basis of accounting refers to “when” transactions are recorded regardless of the measurement focus applied.

Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus as defined below.

In the fund financial statements, the “current financial resources” measurement focus or the “economic resources” measurement focus is used as appropriate.

All governmental funds utilize a “current financial resources” measurement focus. Only current financial assets/deferred outflows and liabilities/deferred inflows are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

All proprietary and pension trust funds utilize an “economic resources” measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets/deferred outflows and liabilities/deferred inflows (whether current or noncurrent) associated with their activities are reported. Proprietary and pension trust fund equity is classified as net position.

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-type activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability/deferred inflow is incurred or economic asset used. Revenues, expenses, gains, losses, assets/deferred outflows, and liabilities/deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. The Village recognizes property taxes when they become both measurable and available in accordance with GASB Codification Section P70. A sixty-day availability period is used for revenue recognition for all other governmental fund revenues. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recognized when due.

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are property taxes, sales and use taxes, franchise taxes, licenses, interest revenue, and charges for services. All other revenues are not susceptible to accrual because generally they are not measurable until received in cash.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING - Continued

Basis of Accounting - Continued

All proprietary and pension trust funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Village's enterprise funds are charges to customers for sales and services. The Village also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY

Cash and Investments

For the purpose of the Statement of Net Position, cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent. For the purpose of the proprietary funds "Statement of Cash Flows," cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and all highly liquid investments with an original maturity of three months or less.

Investments are generally reported at fair value. Short-term investments are reported at cost, which approximates fair value. For investments, the Village categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Interfund Receivables, Payables and Activity

Interfund activity is reported as loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide financial statements.

Receivables

In the government-wide financial statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivables balances for governmental activities include property taxes, sales and use taxes, franchise taxes, and grants. Business-type activities report utility charges as their major receivables.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY - Continued

Prepays/Inventories

Prepays/inventories are valued at cost, which approximates market, using the first-in/first-out (FIFO) method. The costs of governmental fund-type prepaids/inventories are recorded as expenditures when consumed rather than when purchased. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids in both the government-wide and fund financial statements.

Capital Assets

Capital assets purchased or acquired with an original cost of \$50,000 to \$200,000, depending on asset class, or more are reported at historical cost or estimated historical cost. Contributed assets are reported at acquisition value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. General capital assets are long-lived assets of the Village as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized. Infrastructure such as streets, traffic signals and signs are capitalized. In the case of the initial capitalization of general infrastructure assets (i.e., those reported by the governmental activities) the government chose to include all such items regardless of their acquisition date. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement costs.

Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation bases for proprietary fund capital assets are the same as those used for the general capital assets. Donated capital assets are capitalized at acquisition value on the date donated.

Depreciation on all assets is computed and recorded using the straight-line method of depreciation over the following estimated useful lives:

Buildings and Improvements	50 - 65 Years
Machinery and Equipment	5 - 10 Years
Furniture and Fixtures	7 - 30 Years
Infrastructure	20 - 50 Years
Plants and Equipment	7 - 30 Years
Distribution System	7 - 30 Years
Sewer System	50 Years
Other Equipment	5 - 10 Years

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY - Continued

Deferred Outflows/Inflows of Resources

Deferred outflow/inflow of resources represents a consumption/acquisition of net assets that applies to a future period and therefore will not be recognized as an outflow of resources (expense)/inflow of resources (revenue) until that future time.

Compensated Absences

The Village accrues accumulated unpaid vacation and associated employee-related costs when earned (or estimated to be earned) by the employee. In accordance with GASB Statement No. 16, no liability is recorded for nonvesting accumulation rights to receive sick pay benefits. However, a liability is recognized for that portion of accumulated sick leave that is estimated to be taken as “terminal leave” prior to retirement.

All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenses at the time of issuance.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Net Position

In the government-wide financial statements, equity is classified as net position and displayed in three components:

Net Investment in Capital Assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY - Continued

Net Position - Continued

Restricted - Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislations.

Unrestricted - All other net position balance that do not meet the definition of “restricted” or “net investment in capital assets.”

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

BUDGETARY INFORMATION

Budgets are adopted on a basis consistent with generally accepted accounting principles. All departments of the Village submit requests for their department to the Village’s Administrator so that a budget may be prepared. The budget is prepared by fund, function, and activity, and includes information on the past year, current year estimates, and requested expenditures for the next fiscal year. The proposed budget is presented to the governing body for review. The governing body holds public hearings and may add to, subtract from, or change designations, but may not change the form of the budget.

The Administrator is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the governing body. Expenditures may not legally exceed budgeted expenses at the fund level. During the year, no amendments were made.

EXCESS OF ACTUAL EXPENSES OVER BUDGET IN INDIVIDUAL FUNDS

The following fund had an excess of actual expenses, over budget as of the date of this report:

Fund	Excess
Police Pension	\$ 62,349

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS

DEPOSITS AND INVESTMENTS

The Village maintains a cash and investment pool that is available for use by all funds except the pension trust funds. Each fund type's portion of this pool is displayed on the financial statements as "cash and investments." In addition, investments are separately held by several of the Village's funds. The deposits and investments of the pension trust funds are held separately from those of other funds.

Permitted Deposits and Investments - Statutes authorize the Village to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of States and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least two standard rating services.

The deposits and investments of the Pension Funds are held separately from those of other Village funds. Statutes authorize the Pension Fund to make deposits/invest in interest bearing direct obligations of the United States of America; obligations that are fully guaranteed or insured as to the payment of principal and interest by the United States of America; bonds, notes, debentures, or similar obligations of agencies of the United States of America; savings accounts or certificates of deposit issued by banks or savings and loan associations chartered by the United States of America or by the State of Illinois, to the extent that the deposits are insured by the agencies or instrumentalities of the federal government; credit unions, to the extent that the deposits are insured by the agencies or instrumentalities of the federal government; State of Illinois bonds; pooled accounts managed by the Illinois Funds Market Fund (Formerly known as IPTIP, Illinois Public Treasurer's Investment Pool), or by banks, their subsidiaries or holding companies, in accordance with the laws of the State of Illinois; bonds or tax anticipation warrants of any county, township, or municipal corporation of the State of Illinois; direct obligations of the State of Israel; money market mutual funds managed by investment companies that are registered under the Federal Investment Company Act of 1940 and the Illinois Securities Law of 1953 and are diversified, open-ended management investment companies, provided the portfolio is limited to specified restrictions; general accounts of life insurance companies; and separate accounts of life insurance companies and mutual funds, the mutual funds must meet specific restrictions, provided the investment in separate accounts and mutual funds does not exceed ten percent of the Pension Fund's plan net position; and corporate bonds managed through an investment advisor, rated as investment grade by one of the two largest rating services at the time of purchase. Pension Funds with plan net position of \$2.5 million or more may invest up to forty-five percent of plan net position in separate accounts of life insurance companies and mutual funds. Pension Funds with plan net position of at least \$5 million that have appointed an investment advisor, may through that investment advisor invest up to forty-five percent of the plan net position in common and preferred stocks that meet specific restrictions. In addition, Pension Funds with plan net position of at least \$10 million that have appointed an investment advisor, may invest up to fifty percent of its net position in common and preferred stocks and mutual funds that meet specific restrictions effective July 1, 2011 and up to fifty-five percent effective July 1, 2012.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Village

Deposits. At year-end, the carrying amount of the Village's deposits for governmental and business-type activities totaled \$14,053,440 and the bank balances totaled \$14,476,053.

Investments. The Village has the following investment fair values and maturities:

Investment Type	Investment Maturities (in Years)				
	Fair Value	Less Than One	One to Five	Six to Ten	More Than Ten
U.S. Treasury Obligations	\$ 28,627,429	3,818,467	24,808,962	—	—
U.S. Agency Obligations	12,430,306	6,473,307	5,619,417	48,197	289,385
Totals	41,057,735	10,291,774	30,428,379	48,197	289,385

The Village has the following recurring fair value measurements as of December 31, 2022:

Investments by Fair Value Level	Fair Value Measurements Using			
	Totals	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Debt Securities				
U.S. Treasury Obligations	\$ 28,627,429	28,627,429	—	—
U.S. Agency Obligations	12,430,306	—	12,430,306	—
Total Investments by Fair Value Level	41,057,735	28,627,429	12,430,306	—

Debt Securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Village - Continued

Interest Rate Risk. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Village's investment policy attempts to limit the Village's exposure to interest rate risk by matching its investments with anticipated cash flow requirements. The Village will not directly invest in securities maturing more than five (5) years from the date of purchase. Reserve funds may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

Credit Risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The Village helps limit its exposure to credit risk by primarily investing in external investment pools (Illinois Funds). The Village's investment policy also prescribes to the "prudent person" rule which states that, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as possible income to be derived." The investment ratings for the U.S. agency obligations are not available.

Concentration of Credit Risk. This is the risk of loss attributed to the magnitude of the Village's investment in a single issuer. The Village's investment policy requires diversification of investments to avoid unreasonable risk by limiting commercial paper to the lesser of 20% of the cash and investment balance at the time of placement, or 25% of the cash and investment balance. At year-end, the Village has no investments over 5 percent of the total cash and investment portfolio (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

Custodial Credit Risk - Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the Village's deposits may not be returned to it. The Village's investment policy limits custodial credit risk for deposits by not maintaining funds in any institution not willing or capable of pledging required collateral for funds in excess of FDIC insurable limits. The amount of collateral provided shall not be less than 110 percent of the fair value of the net amount of public funds secured. Pledged collateral will be held in safekeeping by an independent third-party depository designated by the Village and evidenced by a safekeeping agreement. At year-end, all of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance.

Custodial Credit - Investments. In the case of investments, this is the risk that in the event of the failure of the counterparty, the Village will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Village's investment policy does not address custodial credit risk for investments.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Police Pension Fund

The Illinois Police Officers Pension Investment Fund (IPOPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate police pension funds. IPOPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IPOPIF by Illinois suburban and downstate police pension funds is mandatory. Investments of the Fund are combined in a commingled external investment pool and held by IPOPIF. A schedule of investment expenses is included in IPOPIF's annual report. For additional information on IPOPIF's investments, please refer to their annual report, which can be obtained from IPOPIF at 456 Fulton Street, Suite 402 Peoria, Illinois 61602 or at www.ipopif.org. The Fund transferred all eligible assets to the Investment Fund on June 24, 2022.

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IPOPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled \$687,208 and the bank balances totaled \$700,122.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Fund's deposits may not be returned to it. The Fund's investment policy prescribes to the "prudent person" rule which states that, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as possible income to be derived." At year-end, the entire carrying amount of the bank balance of deposits is covered by federal depository or equivalent insurance.

Investments. At year-end the Fund has \$33,129,072 invested in IPOPIF, which is measured at the Net Asset Value (NAV) per share as determined by the pool. The pooled investments consist of the investments as noted in the target allocation table available at www.ipopif.org.

Investment Policy. IPOPIF's current investment policy was adopted by the Board of Trustees on December 17, 2021. IPOPIF is authorized to invest in all investments allowed by Illinois Compiled Statutes (ILCS). The IPOPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 3 of the Illinois Pension Code.

Rate of Return

For the year ended December 31, 2022, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was not available. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Firefighters' Pension Fund

The Illinois Firefighters' Pension Investment Fund (IFPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate firefighter pension funds. IFPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IFPIF by Illinois suburban and downstate firefighter pension funds is mandatory. Investments of the Fund are combined in a commingled external investment pool and held by IFPIF. A schedule of investment expenses is included in IFPIF's annual report. For additional information on IFPIF's investments, please refer to their annual report, which can be obtained from IFPIF at 1919 South Highland Avenue, Building A, Suite 237, Lombard, IL 60148 or at www.ifpif.org. The Fund transferred all eligible assets to the IFPIF on January 4, 2022.

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IFPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled \$825,932 and the bank balances totaled \$831,307.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Fund's deposits may not be returned to it. The Fund's investment policy also prescribes to the "prudent person" rule which states that, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as possible income to be derived." At year-end, the entire carrying amount of the bank balance of deposits is covered by federal depository or equivalent insurance.

Investments. At year-end the Fund has \$31,709,639 invested in IFPIF, which is measured at the Net Asset Value (NAV) per share as determined by the pool. The pooled investments consist of the investments as noted in the target allocation table available at www.ifpif.org.

Investment Policy. IFPIF's current investment policy was adopted by the Board of Trustees on June 17, 2022. IFPIF is authorized to invest in all investments allowed by Illinois Compiled Statutes (ILCS). The IFPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 4 of the Illinois Pension Code.

Rate of Return

For the year ended December 31, 2022, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was not available. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

CAPITAL ASSETS

Governmental Activities

Governmental capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land and Right of Way	\$ 13,680,000	—	—	13,680,000
Depreciable Capital Assets				
Buildings and Improvements	16,571,927	428,210	—	17,000,137
Machinery and Equipment	12,540,630	332,800	—	12,873,430
Furniture and Fixtures	965,632	—	—	965,632
Infrastructure	44,195,635	3,471,908	—	47,667,543
	<u>74,273,824</u>	<u>4,232,918</u>	<u>—</u>	<u>78,506,742</u>
Less Accumulated Depreciation				
Buildings and Improvements	5,573,218	304,494	—	5,877,712
Machinery and Equipment	13,037,763	1,048,911	—	14,086,674
Furniture and Fixtures	965,632	—	—	965,632
Infrastructure	18,830,119	2,023,250	—	20,853,369
	<u>38,406,732</u>	<u>3,376,655</u>	<u>—</u>	<u>41,783,387</u>
Total Net Depreciable Capital Assets	<u>35,867,092</u>	<u>856,263</u>	<u>—</u>	<u>36,723,355</u>
Total Net Capital Assets	<u>49,547,092</u>	<u>856,263</u>	<u>—</u>	<u>50,403,355</u>

Depreciation expense was charged to governmental activities as follows:

General Government	\$ 226,186
Public Safety	500,075
Community Development	20,195
Public Works	<u>2,630,199</u>
	<u>3,376,655</u>

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

CAPITAL ASSETS - Continued

Business-Type Activities

Business-type capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	\$ 164,008	1,270,500	—	1,434,508
Construction in Progress	1,249,844	2,049,528	—	3,299,372
	<u>1,413,852</u>	<u>3,320,028</u>	<u>—</u>	<u>4,733,880</u>
Depreciable Capital Assets				
Buildings	13,655,489	138,194	—	13,793,683
Plants and Equipment	15,747,739	81,655	—	15,829,394
Distribution System	54,740,565	2,873,189	—	57,613,754
Sewer System	20,032,725	14,824,391	—	34,857,116
Other Equipment	12,304,910	156,323	—	12,461,233
	<u>116,481,428</u>	<u>18,073,752</u>	<u>—</u>	<u>134,555,180</u>
Less Accumulated Depreciation				
Buildings	5,935,693	226,364	—	6,162,057
Plants and Equipment	12,600,853	303,298	—	12,904,151
Distribution System	34,042,890	1,614,928	—	35,657,818
Sewer System	5,924,356	357,555	—	6,281,911
Other Equipment	10,561,170	253,872	—	10,815,042
	<u>69,064,962</u>	<u>2,756,017</u>	<u>—</u>	<u>71,820,979</u>
Total Other Capital Assets	<u>47,416,466</u>	<u>15,317,735</u>	<u>—</u>	<u>62,734,201</u>
Total Capital Assets	<u>48,830,318</u>	<u>18,637,763</u>	<u>—</u>	<u>67,468,081</u>

Depreciation expense was charged to business-type activities as follows:

Electric	\$ 1,679,630
Water	554,305
Refuse	126,424
Storm Sewer	277,425
Sanitary Sewer	<u>118,233</u>
	<u>2,756,017</u>

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

INTERFUND BALANCES

The composition of interfund balances as of the date of this report, is as follows:

Receivable Fund	Payable Fund	Amount
General	Water	\$ 250,000
General	Storm Sewer	2,000,000
Police Pension	General	223,880
Firefighters' Pension	General	254,706
		<u>2,250,000</u>

Interfund balances result from the time lag between when transactions are recorded in the accounting system and payments between funds are made.

INTERFUND TRANSFERS

Interfund transfers for the year consisted of the following:

Transfer In	Transfer Out	Amount
General	Water	\$ 500,000 (1)
Village Facilities	General	100,000 (2)
Nonmajor Governmental	General	1,950,000 (2)
Electric	General	500,000 (2)
General	Electric	1,049,912 (1)
General	Water	276,560 (1)
General	Refuse	190,724 (1)
General	Nonmajor Business-Type	129,750 (1)
Information Technology	Health Insurance	250,000 (1)
Information Technology	Fleet	250,000 (1)
Liability Insurance	Workers' Compensation Insurance	275,000 (1)
Storm Sewer	General	837,144 (2)
Storm Sewer	Nonmajor Governmental	267,724 (1)
		<u>6,576,814</u>

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, and (2) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LEASES RECEIVABLE

The Village is a lessor on the following leases at year end:

Lease	Term	Start Date	Payments	Interest Range
Verizon	9 years	January 1, 2022	Varies per year	3.00%
AT&T - PSB	9 years	January 1, 2022	Varies per year	3.00%
AT&T - Tower Road	9 years	January 1, 2022	Varies per year	3.00%

During the fiscal year, the Village recognized \$199,096 of lease revenue.

The future minimum lease assets and the net present value of these minimum lease receipts as of year-end, are as follows:

Fiscal Year		Principal	Interest	Total
2023	\$	269,293	63,609	332,902
2024		280,179	53,675	333,854
2025		291,470	43,670	335,140
2026		303,180	33,581	336,761
2027		315,328	23,399	338,727
2028		327,932	13,112	341,044
2029		340,696	2,619	343,315
2030		38,313	153	38,466
		2,166,391	233,818	2,400,209

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LONG-TERM DEBT

General Obligation Bonds

The Village issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for both governmental activities. General obligation bonds are direct obligations and pledge the full faith and credit of the Village. General obligation bonds currently outstanding are as follows:

	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
\$12,035,000 Taxable General Obligation Refunding Bonds of 2020, due in annual installments of \$190,000 to \$775,000 through December 15, 2040 plus interest at 2.50% to 2.75%.	Storm Sewer	\$ 11,845,000	—	495,000	11,350,000

Landfill Closure Costs

On June 1, 1993, the Village Council approved closing the landfill by April 1, 1994, depending on the final outcome of federal regulations. The post-closure costs of \$938,259 are based on landfill capacity used to date and have been estimated by the Village engineers. The Village annually reviews these costs and adjusts them as necessary. On April 1, 1994, the Village established the Refuse Fund as a separate enterprise fund. The post-closure costs will be funded by the operations of the Refuse Fund. The landfill is closed; however, there has been no work on it to be permanently closed.

Legal Debt Margin

Article VII, Section 6(k) of the 1970 Illinois Constitution governs the computation of legal debt margin. "The General Assembly may limit by law the amount and require referendum approval of debt to be incurred by home rule municipalities, payable from ad valorem property tax receipts, only in excess of the following percentages of the assessed value of its taxable property...(2) if its population is more than 25,000 and less than 500,000 an aggregate of one percent:...indebtedness which is outstanding on the effective date (July 1, 1971) of this constitution or which is thereafter approved by referendum...shall not be included in the foregoing percentage amounts." To date the Illinois General Assembly has set no limits for home rule municipalities. The Village is a home rule municipality.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LONG-TERM DEBT - Continued

Long-Term Liabilities Activity

Changes in long-term liabilities during the fiscal year were as follows:

Type of Debt	Beginning Balances	Additions	Deductions	Ending Balances	Amounts Due within One Year
Governmental Activities					
Compensated Absences	\$ 1,376,949	3,586	1,793	1,378,742	137,874
Net Pension Liabilities/(Asset)					
IMRF	(4,826,690)	10,164,040	—	5,337,350	—
Police	4,936,336	8,953,774	—	13,890,110	—
Fire	8,911,483	9,117,784	—	18,029,267	—
Total OPEB Liability - RBP	3,056,406	—	488,744	2,567,662	—
	<u>13,454,484</u>	<u>28,239,184</u>	<u>490,537</u>	<u>41,203,131</u>	<u>137,874</u>
Business-Type Activities					
Compensated Absences	501,616	146	73	501,689	50,169
Net Pension Liability/(Asset) - IMRF	(4,500,546)	9,836,061	—	5,335,515	—
Total OPEB Liability - RBP	1,578,888	—	350,789	1,228,099	—
General Obligation Bonds	11,845,000	—	495,000	11,350,000	505,000
Plus: Unamortized Bond Premium	260,009	—	13,685	246,324	—
Landfill Post-Closure Costs	938,259	—	—	938,259	—
	<u>10,623,226</u>	<u>9,836,207</u>	<u>859,547</u>	<u>19,599,886</u>	<u>555,169</u>

For the governmental activities, the compensated absences, the net pension liabilities/(asset), and the total OPEB liability are liquidated by the General Fund.

For the business-type activities, compensated absences, the net pension liability/(asset), and the total OPEB liability are liquidated by the Electric, Water, Refuse, Storm Sewer and Sanitary Sewer Funds and the general obligation bonds are liquidated by the Storm Sewer Fund. The Refuse Fund makes payments on the landfill post-closure costs.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LONG-TERM DEBT - Continued

Debt Service Requirements to Maturity

The annual debt service requirements to maturity, including principal and interest, are as follows:

Fiscal Year	Business-Type Activities	
	General Obligation	
	Bonds	
	Principal	Interest
2023	\$ 505,000	292,605
2024	515,000	279,980
2025	535,000	267,105
2026	545,000	253,730
2027	560,000	240,105
2028	575,000	226,105
2029	585,000	211,730
2030	600,000	197,105
2031	615,000	182,105
2032	630,000	166,730
2033	650,000	150,980
2034	665,000	134,730
2035	680,000	118,105
2036	700,000	100,425
2037	720,000	82,225
2038	740,000	62,425
2039	755,000	42,075
2040	775,000	21,312
Totals	11,350,000	3,029,577

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

NET POSITION CLASSIFICATIONS

Net investment in capital assets was comprised of the following as of December 31, 2022:

Governmental Activities		
Capital Assets - Net of Accumulated Depreciation	\$	50,403,355
Less Capital Related Debt:		<u>—</u>
		<u>50,403,355</u>
Business-Type Activities		
Capital Assets - Net of Accumulated Depreciation		67,468,081
Plus: Unamortized Loss on Refunding		702,747
Less Capital Related Debt:		
Taxable General Obligation Refunding Bonds of 2020		(11,350,000)
Unamortized Premium		<u>(246,324)</u>
Net Investment in Capital Assets		<u>56,574,504</u>

FUND BALANCE CLASSIFICATIONS

In the governmental funds financial statements, the Village considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The Village first utilizes committed, then assigned and then unassigned fund balance when an expenditure is incurred for purposes for which all three unrestricted fund balances are available.

Nonspendable Fund Balance. Consists of resources that cannot be spent because they are either: a) not in a spendable form; or b) legally or contractually required to be maintained intact.

Restricted Fund Balance. Consists of resources that are restricted to specific purposes, that is, when constraints placed on the use of resources are either: a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance. Consists of resources constrained (issuance of an ordinance) to specific purposes by the government itself, using its highest level of decision-making authority, the Village Council; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

Assigned Fund Balance. Consists of amounts that are constrained by the Village Council's intent to be used for specific purposes but are neither restricted nor committed. Intent is expressed by a) the Village Council itself or b) a body or official to which the Village Council has delegated the authority to assign amounts to be used for specific purposes. The Village's highest level of decision-making authority is the Village Council, who is authorized to assign amounts to a specific purpose.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

FUND BALANCE CLASSIFICATIONS - Continued

Unassigned Fund Balance. Consists of residual net resources of a fund that has not been restricted, committed, or assigned within the General Fund and deficit fund balances of other governmental funds.

Minimum Fund Balance Policy. The Village's policy manual states that the General Fund should maintain a minimum cash balance equal to 33.33% to 50% of budgeted operating expenditures plus 100% of the cash needed to fund all pension plans at the 90% funded level.

The following is a schedule of fund balance classifications for the governmental funds as of the date of this report:

	General	Capital Projects Village Facilities	Nonmajor	Totals
Restricted				
Highways and Streets	\$ —	—	3,613,138	3,613,138
Foreign Fire Tax	—	—	203,771	203,771
	—	—	3,816,909	3,816,909
Assigned				
Infrastructure Improvement Projects	16,303,144	78,767	—	16,381,911
Downtown Redevelopment	—	—	451,005	451,005
Special Service Areas	—	—	52,582	52,582
	16,303,144	78,767	503,587	16,885,498
Unassigned	15,774,801	—	—	15,774,801
Total Fund Balances	32,077,945	78,767	4,320,496	36,477,208

PROPERTY TAXES

Property taxes for 2022 attach as an enforceable lien on January 1, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and are issued on or about February 1 and August 1 and are payable in two installments, on or about March 1 and September 1. The County collects such taxes and remits them periodically. As the 2022 tax levy is intended to fund expenditures for the 2022 fiscal year, these taxes are deferred as of December 31, 2022.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION

RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; employee health; natural disasters; and injuries to the Village's employees. These risks are provided for through a managed self-insurance program. Under this program the Village is self-insured for the first \$100,000 for liability and property claims, and \$250,000 for workers' compensation claims. Commercial insurance is carried for amounts in excess of the self-insured amounts. The Village purchases liability and property insurance through the Illinois County Risk Management Trust and utilizes this agency to manage these claims. There were no reductions in insurance limits during 2022 from the coverage amounts in effect for 2019. The Village's self-insurance activities are reported in the Health Insurance, General Liability Insurance and Workers' Compensation internal service funds. All of the Villages claims are considered noncurrent liabilities.

Premiums are paid into the internal service funds by the departments of the General Fund and other funds based upon historical cost estimates. Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Reported liabilities are actuarially determined and include an amount for claims that have been incurred but not reported. There were no insurance claim settlements which exceeded the amounts of insurance coverage during 2022 and 2021.

Changes in the balances of claims liabilities during the fiscal year are as follows:

	Workers'		
	Compensation	Liability	Totals
Claims Payable - December 31, 2020	\$ 1,202,676	115,000	1,317,676
Incurred Claims	174,199	609,695	783,894
Claims Paid	(449,777)	(607,785)	(1,057,562)
Claims Payable - December 31, 2021	927,098	116,910	1,044,008
Incurred Claims	322,823	531,177	854,000
Claims Paid	(503,447)	(542,363)	(1,045,810)
Claims Payable - December 31, 2022	746,474	105,724	852,198
Amount Due Within One Year			373,237

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

RISK MANAGEMENT - Continued

Intergovernmental Personnel Benefit Cooperative (IPBC)

Risks for medical and death benefits for employees and retirees are provided for through the Village's participation in the Intergovernmental Personnel Benefit Cooperative (IPBC). IPBC acts as an administrative agency to receive, process and pay such claims as may come within the benefit program of each member. IPBC maintains specific reinsurance coverage for claims in excess of \$50,000 per individual employee participant. The Village pays premiums to IPBC based upon current employee participation and its prior experience factor with the pool. Current year overages or underages for participation in the pool are adjusted into subsequent years experience factor for premiums. There were no significant changes in insurance coverages from the prior year and settlements did not exceed insurance coverage in any of the past three fiscal years.

CONTINGENT LIABILITIES

Litigation

The Village is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the Village's attorneys, the resolution of these matters will not have a material adverse effect on the financial condition of the Village.

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the Village expects such amounts, if any, to be immaterial.

Illinois Municipal Electric Agency (IMEA)

The Village's contract with the IMEA provides that each member is liable for its proportionate share of any costs arising from defaults in payment obligations by other members.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

JOINT VENTURES

Illinois Municipal Electric Agency (IMEA) - Continued

Description of Jointly Governed Organizations

IMEA was created in 1984 by a group of municipalities under the provisions of Division 119.1 of Article II of the Illinois Municipal code. IMEA is a body politic and corporate, municipal corporation and unit of local government of the State of Illinois. The purpose of IMEA is to jointly plan, finance, own, and operate facilities for the generation and transmission of electric power and to provide for the current and projected energy needs of the purchasing members.

IMEA is governed by a Board of Directors comprised of one representative designated from each member. The Board determines the general policies of IMEA, makes all appropriations, approves contracts, approves the issuance of debt (some of which requires the approval of each participating member), and exercises such powers and performs such duties as may be prescribed in the agreement or bylaws. Certain matters, generally of a financial nature (such as the issuance of debt or a change in cost allocation formulas) require either a super-majority vote or approval from the governing boards of participating members.

The Village is a fully participating member of IMEA, which consists of 32 members, 32 of which are fully participating. Fully participating members obtain wholesale electricity from IMEA at a reduced price and are also responsible for the outstanding debt of IMEA.

IMEA has four debt issues outstanding related to financing ownership of coal fired electric generation facilities. While the Village of Winnetka does not have a specific percentage of these debts as a fixed liability, the Village of Winnetka is contractually bound to purchase power from IMEA through a purchased power agreement. The purchased power contract takes into account load factor, kilowatt sales to each member, and outstanding IMEA debt in setting the price paid by the member communities for wholesale power. IMEA has \$787 million of long-term debt outstanding and \$46 million due in the current fiscal year ending April 30, 2022. Based on the Village's percentage of the overall demand of IMEA, projected kilowatt hour sales, and debt outstanding, it is projected that the Village will pay about \$787 million for debt principal outstanding through 2035 as part of its regular purchased power payments for debt outstanding as of April 30, 2022.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

JOINT VENTURES - Continued

Illinois Municipal Electric Agency (IMEA) - Continued

Below is a schedule of facilities where IMEA has an ownership interest:

Coal Facility Name	% Ownership *	Capacity Owned (Megawatts) *	Status
Trimble County Unit 1	12.12%	62	Operational
Trimble County Unit 2	12.12%	91	Operational
Prairie State	15.17%	<u>240</u>	Operational
Total		<u><u>393</u></u>	

* Per April 30, 2022 financial statements.

Summary of Operating Revenues, Operating Expenses and Changes in Net Position for the year ended April 30, 2022, in millions of dollars:

Operating Revenues	\$ 313.6
Operating Expenses	<u>238.8</u>
Net Operating Income	74.8
Other Nonoperating Expenses (Net)	<u>(36.0)</u>
Change in Net Position	<u><u>38.8</u></u>

Complete financial statements for IMEA can be obtained from IMEA's administrative office at 3400 Conifer Drive, Springfield, Illinois 62711, or on the internet at www.imea.org.

Solid Waste Agency of Northern Cook County (SWANCC)

The Board of Directors determines the general policy of SWANCC, makes all appropriations, approves contracts, adopts resolutions providing for the issuance of bonds or notes by SWANCC, adopts by-laws, rules and regulations, and exercises such powers and performs such duties as may be prescribed in the SWANCC agreement or the by-laws. Separate audited financial statements are available at 77 W. Hintz Road, Suite 200, Wheeling, Illinois 60090.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS

The Village contributes to three defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), a defined benefit agent multiple-employer public employee retirement system; the Police Pension Plan which is a single-employer pension plan; and, the Firefighters' Pension Plan, which is also a single-employer pension plan. Separate reports are issued for the Police and Firefighter Pension Plans and may be obtained by writing to the Village at 510 Green Bay Road, Winnetka IL 60093. IMRF issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained on-line at www.imrf.org. Benefit provisions are established by statute and may only be changed by the General Assembly of the State of Illinois.

The aggregate amounts recognized for the pension plans is:

	Pension Expense	Net Pension Liability	Deferred Outflows	Deferred Inflows
IMRF	\$ 2,257,353	10,672,865	7,727,124	94,007
Police Pension	1,252,642	13,890,110	4,951,063	3,208,867
Firefighters' Pension	1,815,843	18,029,267	6,046,280	1,787,590
	<u>5,325,838</u>	<u>42,592,242</u>	<u>18,724,467</u>	<u>5,090,464</u>

Illinois Municipal Retirement Fund (IMRF)

Plan Descriptions

Plan Administration. All employees (other than those covered by the Police and Firefighters' Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

Benefits Provided. IMRF provides two tiers of pension benefits. Employees hired **before** January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Plan Descriptions - Continued

Benefits Provided - Continued. Employees hired on or after January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating employees who retire at age 62 (at reduced benefits) or after age 67 (at full benefits) with ten years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the lesser of:

- 3% of the original pension amount, or
- 1/2 of the increase in the Consumer Price Index of the original pension amount.

Plan Membership. As of December 31, 2022, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	166
Inactive Plan Members Entitled to but not yet Receiving Benefits	55
Active Plan Members	<u>98</u>
Total	<u><u>319</u></u>

Contributions. As set by statute, the Village's Regular Plan Members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. For the year-ended December 31, 2022, the Village's contribution was 11.01% of covered payroll.

Net Pension Liability/(Asset). The Village's net pension liability/(asset) was measured as of December 31, 2022. The total pension liability used to calculate the net pension liability/(asset) was determined by an actuarial valuation as of that date.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Plan Descriptions - Continued

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation performed, as of December 31, 2022, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.25%
Salary Increases	2.85% to 13.75%
Cost of Living Adjustments	2.75%
Inflation	2.25%

For nondisabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return to the target asset allocation percentage and adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Plan Descriptions - Continued

Actuarial Assumptions - Continued.

Asset Class	Target	Long-Term Expected Real Rate of Return
Fixed Income	25.50%	4.90%
Domestic Equities	35.50%	6.50%
International Equities	18.00%	7.60%
Real Estate	10.50%	6.20%
Blended	9.50%	6.25% - 9.90%
Cash and Cash Equivalents	1.00%	4.00%

Discount Rate

The discount rate used to measure the total pension liability was 7.25%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Net Pension Liability	\$ 20,053,753	10,672,865	3,129,003

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Changes in the Net Pension Liability/(Asset)

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability/(Asset) (A) - (B)
Balances at December 31, 2021	\$ 89,982,377	99,309,613	(9,327,236)
Changes for the Year:			
Service Cost	847,561	—	847,561
Interest on the Total Pension Liability	6,325,416	—	6,325,416
Changes of Benefit Terms	—	—	—
Difference Between Expected and Actual Experience of the Total Pension Liability	103,520	—	103,520
Changes of Assumptions	—	—	—
Contributions - Employer	—	1,130,656	(1,130,656)
Contributions - Employees	—	463,654	(463,654)
Net Investment Income	—	(13,744,280)	13,744,280
Benefit Payments, including Refunds of Employee Contributions	(6,318,073)	(6,318,073)	—
Other (Net Transfer)	—	(573,634)	573,634
Net Changes	958,424	(19,041,677)	20,000,101
Balances at December 31, 2022	90,940,801	80,267,936	10,672,865

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2022, the Village recognized pension expense of \$2,257,353. At December 31, 2022, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 803,821	—	803,821
Change in Assumptions	—	(94,007)	(94,007)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	6,923,303	—	6,923,303
Total Deferred Amounts Related to IMRF	7,727,124	(94,007)	7,633,117

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows/ (Inflows) of Resources
2023	\$ (151,357)
2024	1,295,010
2025	2,339,024
2026	4,150,440
2027	—
Thereafter	—
Totals	7,633,117

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan

Plan Descriptions

Plan Administration. The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active police employees.

Plan Membership. At December 31, 2022, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	34
Inactive Plan Members Entitled to but not yet Receiving Benefits	10
Active Plan Members	<u>26</u>
Total	<u><u>70</u></u>

Benefits Provided. The following is a summary of the Police Pension Plan as provided for in Illinois State Statutes.

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of $\frac{1}{2}$ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Plan Descriptions - Continued

Benefits Provided - Continued. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Police officer salary for the pension purposes is capped at \$106,800, plus the lesser of $\frac{1}{2}$ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., $\frac{1}{2}$ percent for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or $\frac{1}{2}$ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2022, the Village's contribution was 41.35% of covered payroll.

Concentrations. At year-end, the Pension Plan does not have any investments over 5 percent of net plan position available for retirement benefits (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2022, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	6.75%
Salary Increases	Service Based
Cost of Living Adjustments	2.50%
Inflation	3.00%

PubS-2010 Employee mortality, unadjusted, with generational improvements with Scale MP-2021.

Discount Rate

The discount rate used to measure the total pension liability was 6.75%, same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (5.75%)	Current Discount Rate (6.75%)	1% Increase (7.75%)
Net Pension Liability	\$ 20,175,259	13,890,110	8,728,309

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2021	\$ 46,185,968	41,249,632	4,936,336
Changes for the Year:			
Service Cost	642,010	—	642,010
Interest on the Total Pension Liability	3,073,728	—	3,073,728
Changes of Benefit Terms	—	—	—
Difference Between Expected and Actual Experience of the Total Pension Liability	593,176	—	593,176
Changes of Assumptions	—	—	—
Contributions - Employer	—	1,198,064	(1,198,064)
Contributions - Employees	—	287,146	(287,146)
Contributions - Buy Back	17,940	17,940	—
Net Investment Income	—	(6,071,483)	6,071,483
Benefit Payments, Including Refunds of Employee Contributions	(2,582,553)	(2,582,553)	—
Other (Net Transfer)	—	(58,587)	58,587
Net Changes	1,744,301	(7,209,473)	8,953,774
Balances at December 31, 2022	47,930,269	34,040,159	13,890,110

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2022, the Village recognized pension expense of \$1,252,642. At December 31, 2022, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 776,159	(834,259)	(58,100)
Change in Assumptions	—	(2,374,608)	(2,374,608)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	4,174,904	—	4,174,904
Total Deferred Amounts Related to Police Pension	4,951,063	(3,208,867)	1,742,196

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows/ (Inflows) of Resources
2023	\$ (201,861)
2024	61,708
2025	720,432
2026	1,063,054
2027	98,863
Thereafter	—
Total	1,742,196

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan

Plan Descriptions

Plan Administration. The Firefighters' Pension Plan is a single-employer defined benefit pension plan that covers all sworn firefighter personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/4-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active fire employees.

Plan Membership. At December 31, 2022, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	37
Inactive Plan Members Entitled to but not yet Receiving Benefits	4
Active Plan Members	<u>24</u>
Total	<u><u>65</u></u>

Benefits Provided. The following is a summary of the Firefighters' Pension Plan as provided for in Illinois State Statutes.

The Firefighters' Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of $\frac{1}{2}$ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a firefighter who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Plan Descriptions - Continued

Benefits Provided - Continued. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the firefighter during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Firefighters' salary for the pension purposes is capped at \$106,800, plus the lesser of $\frac{1}{2}$ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., $\frac{1}{2}$ percent for each month under 55). The monthly benefit of a Tier 2 firefighter shall be increased annually at age 60 on the January 1st after the firefighter retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or $\frac{1}{2}$ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.455% of their base salary to the Firefighters' Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2022, the Village's contribution was 53.28% of covered payroll.

Significant Investments. At year end, the Pension Plan does not have any investments over 5 percent of net plan position available for retirement benefits (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2022, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	6.75%
Salary Increases	Service Based
Cost of Living Adjustments	2.50%
Inflation	3.00%

Mortality rates are based on the PubS-2010 Employee mortality, unadjusted, with generational improvements with Scale MP-2020.

Discount Rate

The discount rate used to measure the total pension liability was 6.75%, same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (5.75%)	Current Discount Rate (6.75%)	1% Increase (7.75%)
Net Pension Liability	\$ 24,664,485	18,029,267	12,564,868

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2021	\$ 48,348,347	39,436,864	8,911,483
Changes for the Year:			
Service Cost	649,557	—	649,557
Interest on the Total Pension Liability	3,218,105	—	3,218,105
Changes of Benefit Terms	—	—	—
Difference Between Expected and Actual Experience of the Total Pension Liability	1,248,077	—	1,248,077
Changes of Assumptions	—	—	—
Contributions - Employer	—	1,360,608	(1,360,608)
Contributions - Employees	—	241,470	(241,470)
Net Investment Income	—	(5,570,248)	5,570,248
Benefit Payments, Including Refunds of Employee Contributions	(2,644,542)	(2,644,542)	—
Other (Net Transfer)	—	(33,875)	33,875
Net Changes	2,471,197	(6,646,587)	9,117,784
Balances at December 31, 2022	50,819,544	32,790,277	18,029,267

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2022, the Village recognized pension expense of \$1,815,843. At December 31, 2022, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 1,675,469	(229,657)	1,445,812
Change in Assumptions	211,570	(1,557,933)	(1,346,363)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	4,159,241	—	4,159,241
Total Deferred Amounts Related to Firefighters' Pension	6,046,280	(1,787,590)	4,258,690

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows of Resources
2023	\$ 603,229
2024	589,325
2025	1,177,339
2026	1,888,797
2027	—
Thereafter	—
Total	4,258,690

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS

General Information about the OPEB Plan

Plan Description. The Village's defined benefit OPEB plan, Retiree Benefits Plan (RBP), provides OPEB for all permanent full-time general and public safety employees of the Village. RBP is a single-employer defined benefit OPEB plan administered by the Village. Article 11 of the State Compiled Statutes grants the authority to establish and amend the benefit terms and financing requirements to the Village Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Benefits Provided. RBP provides medical benefits for retirees and their dependents. Retirees pay the full cost of the premium. Coverage can continue when Medicare eligible. Coverage for dependents can continue upon the death of the retiree given that contributions continue.

Public Safety employees that suffer a catastrophic injury or are killed in the line of duty receive fully paid health insurance lifetime coverage for the employee, their spouse, and for each dependent child until the child reaches the age of majority under the Public Safety Employee Benefit Act.

Plan Membership. As of December 31, 2022, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	46
Inactive Plan Members Entitled to but not yet Receiving Benefits	—
Active Plan Members	<u>140</u>
Total	<u><u>186</u></u>

Total OPEB Liability

The Village's total OPEB liability was measured as of December 31, 2022, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs. The total OPEB liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS - Continued

Total OPEB Liability - Continued

Actuarial Assumptions and Other Inputs - Continued.

Inflation	3.00%
Salary Increases	3.50%
Discount Rate	4.31%
Healthcare Cost Trend Rates	6.00% for 2022 decreasing to an ultimate rate of 4.50% for 2037 and later years
Retirees' Share of Benefit-Related Costs	100% of projected health insurance premiums for retirees

The discount rate was based on the S&P Municipal Bond 20 Year High-Grade Rate Index.

Mortality rates were based on the PubG.H-2010(B) Mortality Table - General (below-median income) with future mortality improvement using Scale MP-2020.

Change in the Total OPEB Liability

	Total OPEB Liability
Balance at December 31, 2021	<u>\$ 4,635,294</u>
Changes for the Year:	
Service Cost	268,143
Interest on the Total OPEB Liability	100,272
Changes of Benefit Terms	—
Difference Between Expected and Actual Experience	(331,608)
Changes of Assumptions or Other Inputs	(518,794)
Benefit Payments	(357,546)
Other Changes	—
Net Changes	<u>(839,533)</u>
Balance at December 31, 2022	<u><u>3,795,761</u></u>

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS - Continued

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The discount rate used to measure the total pension liability was 4.31%, while the prior valuation used 2.25%. The following presents the total OPEB liability, calculated using the discount rate, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher:

		1% Decrease (3.31%)	Current Discount Rate (4.31%)	1% Increase (5.31%)
Total OPEB Liability	\$	4,067,704	3,795,761	3,548,405

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability, calculated using a variable Healthcare Trend Rate, as well as what the total OPEB liability would be if it were calculated using a Healthcare Trend Rate that is one percentage point lower or one percentage point higher:

		1% Decrease (Varies)	Healthcare Cost Trend Rates (Varies)	1% Increase (Varies)
Total OPEB Liability	\$	3,477,059	3,795,761	4,168,144

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2022

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS - Continued

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2022, the Village recognized OPEB expense of \$338,711. At December 31, 2022, the Village reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 8,893	(295,165)	(286,272)
Change in Assumptions	491,719	(679,700)	(187,981)
Net Difference Between Projected and Actual Earnings	—	—	—
Total Deferred Amounts Related to OPEB	500,612	(974,865)	(474,253)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year	Net Deferred (Inflows) of Resources
2023	\$ (29,705)
2024	(29,705)
2025	(50,214)
2026	(68,241)
2027	(106,059)
Thereafter	(190,329)
Totals	(474,253)

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Schedule Employer Contributions
 - Illinois Municipal Retirement Fund
 - Police Pension Fund
 - Firefighters' Pension Fund
- Schedule of Changes in the Employer's Net Pension Liability/(Asset)
 - Illinois Municipal Retirement Fund
 - Police Pension Fund
 - Firefighters' Pension Fund
- Schedule of Investment Returns
 - Police Pension Fund
 - Firefighters' Pension Fund
- Schedule of Changes in the Employer's Total OPEB Liability
 - Retiree Benefit Plan
- Budgetary Comparison Schedules
 - General Fund

Notes to the Required Supplementary Information

Budgetary information - Budgets are adopted on a basis consistent with generally accepted accounting principles.

VILLAGE OF WINNETKA, ILLINOIS

Illinois Municipal Retirement Fund Schedule of Employer Contributions December 31, 2022

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2015	\$ 1,355,725	\$ 1,458,442	\$ 102,717	\$ 9,317,696	15.65%
2016	1,347,077	1,376,867	29,790	9,393,842	14.66%
2017	1,284,332	1,507,708	223,376	9,464,493	15.93%
2018	1,313,581	1,319,781	6,200	9,595,185	13.75%
2019	1,146,391	1,215,748	69,357	9,756,517	12.46%
2020	1,417,899	1,508,402	90,503	10,091,807	14.95%
2021	1,326,925	1,454,767	127,842	9,902,428	14.69%
2022	1,130,656	1,130,656	—	10,269,362	11.01%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	21 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.25%
Salary Increases	2.85% to 13.75%, Including Inflation
Investment Rate of Return	7.25%
Retirement Age	See the Notes to the Financial Statements
Mortality	For non-disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

VILLAGE OF WINNETKA, ILLINOIS

Police Pension Fund

Schedule of Employer Contributions

December 31, 2022

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2014	\$ 1,089,023	\$ 1,095,000	\$ 5,977	\$ 2,440,019	44.88%
2015	1,110,899	1,154,177	43,278	2,546,092	45.33%
2016	1,308,146	1,307,493	(653)	2,607,617	50.14%
2017	1,446,665	1,423,835	(22,830)	2,568,172	55.44%
2018	1,488,956	1,467,306	(21,650)	2,691,970	54.51%
2019	1,519,805	1,496,469	(23,336)	2,857,689	52.37%
2020	1,720,195	1,681,054	(39,141)	2,671,838	62.92%
2021	1,291,013	1,256,878	(34,135)	2,753,118	45.65%
2022	1,188,074 *	1,198,064	9,990	2,897,538	41.35%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Open)
Remaining Amortization Period	15 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.25%
Salary Increases	Service Based
Investment Rate of Return	6.75%
Retirement Age	50-70
Mortality	PubS-2010 Employee mortality, unadjusted, with generational improvements with the most recent projections scale.

Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

* In 2022, the Village contributed based on an actuarially determined contribution amount of \$1,188,074 which is based on the Illinois State statute of being 90% funded by December 31, 2040. The Police Pension fund's actuarially determined recommended contribution amount was \$1,789,832 and was based on being 100% funded by December 31, 2035.

VILLAGE OF WINNETKA, ILLINOIS

Firefighters' Pension Fund Schedule of Employer Contributions December 31, 2022

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2014	\$ 1,315,341	\$ 1,321,000	\$ 5,659	\$ 2,409,734	54.82%
2015	1,327,823	1,391,267	63,444	2,440,604	57.01%
2016	1,451,602	1,439,948	(11,654)	2,421,648	59.46%
2017	1,723,176	1,708,105	(15,071)	2,560,651	66.71%
2018	1,776,163	1,743,268	(32,895)	2,428,840	71.77%
2019	1,819,236	1,792,372	(26,864)	2,571,425	69.70%
2020	1,968,569	1,929,099	(39,470)	2,674,991	72.12%
2021	1,425,539	1,385,927	(39,612)	2,540,201	54.56%
2022	1,356,132 *	1,360,608	4,476	2,553,887	53.28%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Open)
Remaining Amortization Period	15 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.50%
Salary Increases	Service Based
Investment Rate of Return	6.75%
Retirement Age	50-70
Mortality	PubS-2010 Employee mortality, unadjusted, with generational improvements with the most recent projections scale.

Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

* In 2022, the Village contributed based on an actuarially determined contribution amount of \$1,356,132 which is based on the Illinois State statute of being 90% funded by December 31, 2040. The Fire Pension fund's actuarially determined recommended contribution amount was \$1,949,012 and was based on being 100% funded by December 31, 2035.

VILLAGE OF WINNETKA, ILLINOIS

Illinois Municipal Retirement Fund

Schedule of Changes in the Employer's Net Pension Liability/(Asset)

December 31, 2022

	2015
Total Pension Liability	
Service Cost	\$ 994,117
Interest	5,445,933
Changes in Benefit Terms	—
Differences Between Expected and Actual Experience	681,118
Change of Assumptions	84,007
Benefit Payments, Including Refunds of Member Contributions	(3,997,516)
Net Change in Total Pension Liability	3,207,659
Total Pension Liability - Beginning	74,308,286
Total Pension Liability - Ending	77,515,945
Plan Fiduciary Net Position	
Contributions - Employer	\$ 1,458,442
Contributions - Members	418,903
Net Investment Income	328,436
Benefit Payments, Including Refunds of Member Contributions	(3,997,516)
Other (Net Transfer)	1,461,440
Net Change in Plan Fiduciary Net Position	(330,295)
Plan Net Position - Beginning	66,747,256
Plan Net Position - Ending	66,416,961
Employer's Net Pension Liability/(Asset)	\$ 11,098,984
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	85.68%
Covered Payroll	\$ 9,317,696
Employer's Net Pension Liability/(Asset) as a Percentage of Covered Payroll	119.12%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Changes of Assumptions. Changes in assumptions related to the discount rate were made in 2014 through 2018 and 2020. Changes in assumptions related to the demographics were made in 2014 and 2017.

2016	2017	2018	2019	2020	2021	2022
963,903	942,741	885,530	954,153	921,534	895,986	847,561
5,657,743	5,819,726	5,895,632	5,987,185	6,054,543	6,215,634	6,325,416
—	—	—	—	—	—	—
261,926	2,116,018	439,147	(316,723)	1,850,991	786,466	103,520
(260,501)	(2,695,351)	2,135,288	—	(483,869)	—	—
(4,516,723)	(4,994,628)	(5,290,275)	(5,542,680)	(5,815,773)	(6,401,191)	(6,318,073)
2,106,348	1,188,506	4,065,322	1,081,935	2,527,426	1,496,895	958,424
77,515,945	79,622,293	80,810,799	84,876,121	85,958,056	88,485,482	89,982,377
79,622,293	80,810,799	84,876,121	85,958,056	88,485,482	89,982,377	90,940,801
1,376,867	1,507,708	1,319,781	1,215,748	1,508,402	1,454,767	1,130,656
453,957	427,932	431,783	439,043	454,131	445,610	463,654
4,475,261	12,392,876	(4,799,193)	13,756,052	11,732,110	15,397,830	(13,744,280)
(4,516,723)	(4,994,628)	(5,290,275)	(5,542,680)	(5,815,773)	(6,401,191)	(6,318,073)
691,482	(1,218,760)	1,839,918	(564,652)	627,559	87,710	(573,634)
2,480,844	8,115,128	-6,497,986	9,303,511	8,506,429	10,984,726	(19,041,677)
66,416,961	68,897,805	77,012,933	70,514,947	79,818,458	88,324,887	99,309,613
68,897,805	77,012,933	70,514,947	79,818,458	88,324,887	99,309,613	80,267,936
10,724,488	3,797,866	14,361,174	6,139,598	160,595	(9,327,236)	10,672,865
86.53%	95.30%	83.08%	92.86%	99.82%	110.37%	88.26%
9,393,842	9,464,493	9,595,185	9,756,517	10,091,807	9,902,428	10,269,362
114.17%	40.13%	149.67%	62.93%	1.59%	(94.19%)	103.93%

VILLAGE OF WINNETKA, ILLINOIS

Police Pension Fund

Schedule of Changes in the Employer's Net Pension Liability

December 31, 2022

	2014
Total Pension Liability	
Service Cost	\$ 692,981
Interest	2,092,535
Changes in Benefit Terms	—
Differences Between Expected and Actual Experience	(42,166)
Contributions - Buy Back	—
Change of Assumptions	2,499,986
Benefit Payments, Including Refunds of Member Contributions	(1,809,323)
Net Change in Total Pension Liability	3,434,013
Total Pension Liability - Beginning	34,385,224
Total Pension Liability - Ending	37,819,237
Plan Fiduciary Net Position	
Contributions - Employer	\$ 1,095,000
Contributions - Members	249,185
Contributions - Buy Back	—
Net Investment Income	1,552,792
Benefit Payments, Including Refunds of Member Contributions	(1,809,324)
Administrative Expenses	(21,144)
Net Change in Plan Fiduciary Net Position	1,066,509
Plan Net Position - Beginning	24,445,682
Plan Net Position - Ending	25,512,191
Employer's Net Pension Liability	\$ 12,307,046
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	67.46%
Covered Payroll	\$ 2,440,019
Employer's Net Pension Liability as a Percentage of Covered Payroll	504.38%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

2015	2016	2017	2018	2019	2020	2021	2022
605,710	646,828	694,278	650,562	695,274	769,301	679,789	642,010
2,308,101	2,577,750	2,559,175	2,675,377	2,854,673	2,950,995	3,071,328	3,073,727
—	—	—	—	229,968	—	—	—
1,146,129	(3,226,369)	742,631	446,263	(58,455)	704,611	(1,233,854)	593,176
—	—	—	—	—	—	—	17,940
1,429,187	1,572,183	(61,605)	1,160,243	—	—	(3,561,909)	—
(1,779,229)	(1,863,860)	(1,966,302)	(2,081,639)	(2,150,286)	(2,358,425)	(2,461,692)	(2,582,553)
3,709,898	(293,468)	1,968,177	2,850,806	1,571,174	2,066,482	(3,506,338)	1,744,300
37,819,237	41,529,135	41,235,667	43,203,844	46,054,650	47,625,824	49,692,306	46,185,968
41,529,135	41,235,667	43,203,844	46,054,650	47,625,824	49,692,306	46,185,968	47,930,268
1,154,177	1,307,493	1,423,835	1,467,306	1,496,469	1,681,054	1,256,878	1,198,064
252,560	288,079	268,576	267,464	280,725	291,770	272,834	287,146
—	—	—	—	—	—	—	17,940
159,423	2,178,422	3,373,306	31,794	3,112,125	6,019,470	4,067,163	(6,071,483)
(1,779,229)	(1,863,860)	(1,966,302)	(2,081,639)	(2,150,286)	(2,358,425)	(2,461,692)	(2,582,552)
(41,620)	(49,278)	(18,538)	(37,370)	(33,844)	(38,692)	(32,707)	(58,587)
(254,689)	1,860,856	3,080,877	(352,445)	2,705,189	5,595,177	3,102,476	(7,209,472)
25,512,191	25,257,502	27,118,358	30,199,235	29,846,790	32,551,979	38,147,156	41,249,632
25,257,502	27,118,358	30,199,235	29,846,790	32,551,979	38,147,156	41,249,632	34,040,160
16,271,633	14,117,309	13,004,609	16,207,860	15,073,845	11,545,150	4,936,336	13,890,108
60.82%	65.76%	69.90%	64.81%	68.35%	76.77%	89.31%	71.02%
2,546,092	2,607,617	2,568,172	2,691,970	2,857,689	2,671,838	2,753,118	2,897,538
639.08%	541.39%	506.38%	602.08%	527.48%	432.11%	179.30%	479.38%

VILLAGE OF WINNETKA, ILLINOIS

Firefighters' Pension Fund Schedule of Changes in the Employer's Net Pension Liability December 31, 2022

	2014
Total Pension Liability	
Service Cost	\$ 769,947
Interest	2,095,789
Changes in Benefit Terms	—
Differences Between Expected and Actual Experience	(99,297)
Change of Assumptions	1,815,395
Contributions - Buy Back	—
Benefit Payments, Including Refunds of Member Contributions	(1,810,863)
Net Change in Total Pension Liability	2,770,971
Total Pension Liability - Beginning	34,438,062
Total Pension Liability - Ending	37,209,033
Plan Fiduciary Net Position	
Contributions - Employer	\$ 1,321,000
Contributions - Members	225,546
Contributions - Buy Back	—
Net Investment Income	1,494,221
Benefit Payments, Including Refunds of Member Contributions	(1,810,863)
Administrative Expenses	(13,037)
Net Change in Plan Fiduciary Net Position	1,216,867
Plan Net Position - Beginning	22,656,625
Plan Net Position - Ending	23,873,492
Employer's Net Pension Liability	\$ 13,335,541
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	64.16%
Covered Payroll	\$ 2,409,734
Employer's Net Pension Liability as a Percentage of Covered Payroll	553.40%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

2015	2016	2017	2018	2019	2020	2021	2022
689,460	709,007	805,556	794,903	717,160	804,634	819,686	649,557
2,267,675	2,633,017	2,610,776	2,689,044	2,885,682	2,930,142	3,005,840	3,218,105
—	—	—	—	156,709	—	—	—
593,014	(2,992,031)	332,317	663,472	(859,094)	(144,597)	944,049	1,248,077
3,413,519	1,111,971	(374,219)	1,269,421	—	—	(2,596,557)	—
—	—	—	—	—	—	150,081	—
(1,852,469)	(1,801,967)	(2,026,733)	(2,160,039)	(2,261,917)	(2,291,182)	(2,497,016)	(2,644,542)
5,111,199	(340,003)	1,347,697	3,256,801	638,540	1,298,997	(173,917)	2,471,197
37,209,033	42,320,232	41,980,229	43,327,926	46,584,727	47,223,267	48,522,264	48,348,347
42,320,232	41,980,229	43,327,926	46,584,727	47,223,267	48,522,264	48,348,347	50,819,544
1,391,267	1,439,948	1,708,105	1,743,268	1,792,372	1,929,099	1,385,927	1,360,608
232,443	251,855	237,416	229,800	246,106	257,357	240,176	241,470
—	—	—	—	—	—	150,081	—
(15,892)	1,957,213	3,286,168	866,522	2,499,794	4,756,581	4,134,871	(5,570,248)
(1,852,469)	(1,801,967)	(2,026,733)	(2,160,039)	(2,261,917)	(2,291,182)	(2,497,016)	(2,644,542)
(31,244)	(38,920)	(16,726)	(62,022)	(36,492)	(42,504)	(37,874)	(33,875)
(275,895)	1,808,129	3,188,230	617,529	2,239,863	4,609,351	3,376,165	(6,646,587)
23,873,492	23,597,597	25,405,726	28,593,956	29,211,485	31,451,348	36,060,699	39,436,864
23,597,597	25,405,726	28,593,956	29,211,485	31,451,348	36,060,699	39,436,864	32,790,277
18,722,635	16,574,503	14,733,970	17,373,242	15,771,919	12,461,565	8,911,483	18,029,267
55.76%	60.52%	65.99%	62.71%	66.60%	74.32%	81.57%	64.52%
2,440,604	2,421,648	2,560,651	2,428,840	2,571,425	2,674,991	2,540,201	2,553,887
767.13%	684.43%	575.40%	715.29%	613.35%	465.85%	350.82%	705.95%

VILLAGE OF WINNETKA, ILLINOIS

Police Pension Fund

Schedule of Investment Returns

December 31, 2022

Fiscal Year	Annual Money- Weighted Rate of Return, Net of Investment Expense
2014	6.25%
2015	0.51%
2016	8.10%
2017	12.02%
2018	(5.64%)
2019	17.54%
2020	16.44%
2021	12.66%
2022	N/A

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

N/A - Not available

VILLAGE OF WINNETKA, ILLINOIS

**Firefighters' Pension Fund
Schedule of Investment Returns
December 31, 2022**

Fiscal Year	Annual Money- Weighted Rate of Return, Net of Investment Expense
2014	6.57%
2015	(0.07%)
2016	7.99%
2017	12.74%
2018	(5.04%)
2019	18.12%
2020	13.90%
2021	12.69%
2022	N/A

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

N/A - Not available

VILLAGE OF WINNETKA, ILLINOIS

Retiree Benefit Plan

Schedule of Changes in the Employer's Total OPEB Liability

December 31, 2022

	2018
Total OPEB Liability	
Service Cost	\$ 168,705
Interest	129,067
Changes in Benefit Terms	—
Differences Between Expected and Actual	
Experience	(21,690)
Change of Assumptions or Other Inputs	(123,895)
Benefit Payments	(301,219)
Other Changes	351,757
Net Change in Total OPEB Liability	202,725
Total OPEB Liability - Beginning	4,003,372
Total OPEB Liability - Ending	4,206,097
Covered-Employee Payroll	\$ 11,649,905
Total OPEB Liability as a Percentage of Covered-Employee Payroll	36.10%

Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

No assets are accumulated in trust that meets the criteria in paragraph 4 of Statement 75.

Changes of Assumptions. Changes in assumptions related to the discount rate were made in 2018 through 2022.

2019	2020	2021	2022
183,917	193,159	245,754	268,143
147,225	135,641	88,126	100,272
—	—	—	—
—	15,018	(103,789)	(331,608)
100,798	375,948	—	(518,794)
(322,949)	(306,986)	(321,809)	(357,546)
(856)	—	—	—
108,135	412,780	(91,718)	(839,533)
4,206,097	4,314,232	4,727,012	4,635,294
4,314,232	4,727,012	4,635,294	3,795,761
14,083,963	14,887,692	14,887,692	14,734,716
30.63%	31.75%	31.14%	25.76%

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2022

	2022		For the Fiscal Year Ended December 31, 2021
	Original and Final Budget	Actual	Actual
Revenues			
Taxes	\$ 15,662,585	16,121,723	15,380,073
Licenses and Permits	2,156,500	2,286,551	2,267,812
Intergovernmental	4,137,144	5,406,226	4,427,649
Charges for Services	4,067,983	4,031,837	5,525,618
Fines and Forfeitures	189,100	79,281	90,426
Investment Income (Loss)	203,800	(537,943)	(101,475)
Miscellaneous	46,000	77,705	99,952
Total Revenues	26,463,112	27,465,380	27,690,055
Expenditures			
General Government	3,651,187	3,318,145	3,176,510
Public Safety	13,881,324	13,545,633	12,874,787
Community Development	1,746,360	1,633,671	1,586,009
Public Works	6,588,999	5,677,045	5,269,227
Total Expenditures	25,867,870	24,174,494	22,906,533
Excess (Deficiency) of Revenues Over (Under) Expenditures	595,242	3,290,886	4,783,522
Other Financing Sources (Uses)			
Transfers In	2,146,946	2,146,946	297,321
Transfers Out	(3,387,144)	(3,387,144)	(1,650,000)
	(1,240,198)	(1,240,198)	(1,352,679)
Net Change in Fund Balance	<u>(644,956)</u>	2,050,688	3,430,843
Fund Balance - Beginning		30,027,257	26,596,414
Fund Balance - Ending		<u>32,077,945</u>	<u>30,027,257</u>

OTHER SUPPLEMENTARY INFORMATION

Other supplementary information includes financial statements and schedules not required by the GASB, nor a part of the basic financial statements, but are presented for purposes of additional analysis.

Such statements and schedules include:

- Budgetary Comparison Schedules - Major Governmental Funds
 - General Fund
 - Village Facilities - Capital Projects Fund
- Nonmajor Governmental Funds
 - Combining Balance Sheet
 - Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
 - Budgetary Comparison Schedules
 - Motor Fuel Tax - Special Revenue Fund
 - Foreign Fire Tax - Special Revenue Fund
 - Downtown Redevelopment - Capital Projects Fund
- Budgetary Comparison Schedules - Enterprise Funds
 - Electric - Major Enterprise Fund
 - Water - Major Enterprise Fund
 - Refuse - Major Enterprise Fund
 - Storm Sewer - Major Enterprise Fund
 - Sanitary Sewer - Nonmajor Enterprise Fund
- Internal Service Funds
 - Combining Statement of Net Position
 - Combining Statement of Revenues, Expenses, and Changes in Net Position
 - Combining Statement of Cash Flows
 - Budgetary Comparison Schedules
 - Information Technology Fund
 - Workers' Compensation Insurance Fund
 - Health Insurance Fund
 - Liability Insurance Fund
 - Fleet Fund
- Fiduciary Funds
 - Combining Statement of Net Position
 - Combining Statement of Changes in Net Position
 - Budgetary Comparison Schedules
 - Police Pension Fund
 - Firefighters' Pension Fund
- Grant Accountability and Transparency Act (GATA) – Consolidated Year-End Financial Report

INDIVIDUAL FUND DESCRIPTIONS

GENERAL FUND

The General Fund is used to account for all financial resources except those required to be accounted for in another fund.

SPECIAL REVENUE FUNDS

The Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than fiduciary funds or capital projects funds) that are legally restricted to expenditure for specified purposes.

Motor Fuel Tax Fund

The Motor Fuel Tax Fund is used to account for the activities involved with street maintenance and construction. Financing is provided by the Village's share of gasoline taxes. State law requires these gasoline taxes to be used to maintain streets.

Foreign Fire Tax Fund

The Foreign Fire Tax Fund is used to account for the revenue derived from a 2% tax of the gross receipts from out-of-state businesses engaged in providing fire insurance within the Village.

CAPITAL PROJECTS FUND

The Capital Projects Funds are created to account for all resources used for the acquisition of capital facilities by a governmental unit except those financed by Proprietary and Trust Funds.

Village Facilities Fund

The Village Facilities Fund is used to account for the resources for major rehabilitation of the public works, water, and electric yards located at 1390 Willow Road.

Downtown Redevelopment Fund

The Downtown Redevelopment Fund is used to account for the resources for the redevelopment of the Village owned area of the downtown business district currently occupied by the post office. Financing is provided by transfers from the General Fund.

Special Service Areas Fund

The Special Service Areas Fund is used to account for specific tax levies and related costs of the Village's special service areas.

INDIVIDUAL FUND DESCRIPTIONS - Continued

ENTERPRISE FUNDS

The Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where it has been decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purpose.

Electric Fund

The Electric Fund is used to account for the provision of electric services to the residents of the Village. All activities necessary to provide such services are accounted for in this fund including but not limited to: administration, operations, maintenance, financing and related debt service, and billing and collection.

Water Fund

The Water Fund is used to account for the provision of portable water services to the residents of the Village. All activities necessary to provide such services are accounted for in this fund including but not limited to: administration, operations, maintenance, financing and related debt service, and billing and collection.

Refuse Fund

The Refuse Fund is used to account for the provision of refuse services to the residents of the Village. All activities necessary to provide such services are accounted for in this fund including but not limited to: administration, operations, maintenance, financing and related debt service, and billing and collection.

Storm Sewer Fund

The Storm Sewer Fund is used to account for the provision of storm sewer services to the residents of the Village. All activities necessary to provide such services are accounted for in this fund including but not limited to: administration, operations, maintenance, financing and related debt service, and billing and collection.

Sanitary Sewer Fund

The Sanitary Sewer Fund is used to account for the provision of sanitary sewer services to the residents of the Village. All activities necessary to provide such services are accounted for in this fund including but not limited to: administration, operations, maintenance, financing and related debt service, and billing and collection.

INDIVIDUAL FUND DESCRIPTIONS - Continued

INTERNAL SERVICE FUNDS

The Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies other governmental unit, or to other governmental units, on a cost-reimbursement basis.

Information Technology Fund

The Information Technology Fund is used to account for the acquisition and depreciation of Village data processing equipment and software. Finance is provided by charges to the various Village funds.

Workers' Compensation Insurance Fund

The Worker's Compensation Insurance Fund is used to account for the servicing and payment of claims for workers' compensation. Financing is provided by charges to the various Village funds.

Health Insurance Fund

The Health Insurance Fund is used to account for the servicing and payment of claims for health insurance. Financing is provided by charges to the various Village funds.

Liability Insurance Fund

The Liability Insurance Fund is used to account for the servicing and payment of claims for liability insurance. Financing is provided by charges to the various Village funds.

Fleet Fund

The Fleet Fund is used to account for the costs of maintaining transportation equipment used by the Village. Financing is provided by charges to the various Village funds.

TRUST FUNDS

PENSION TRUST FUNDS

Police Pension Fund

The Police Pension Fund is used to account for the accumulation of resources to be used for retirement annuity payments to employees on the police force at appropriate amounts and times in the future. Resources are contributed by employees at rates fixed by law and by the Village at amounts determined by an annual actuarial study.

INDIVIDUAL FUND DESCRIPTIONS - Continued

TRUST FUNDS - Continued

PENSION TRUST FUNDS - Continued

Firefighters' Pension Fund

The Firefighters' Pension Fund is used to account for the accumulation of resources to be used for retirement annuity payments to employees on the fire department at appropriate amounts and times in the future. Resources are contributed by employees at rates fixed by law and by the Village at amounts determined by an annual actuarial study.

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Revenues - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Taxes		
Property - Current	\$ 15,007,585	15,319,444
Natural Gas	390,000	564,986
Telecommunications Tax	265,000	237,293
	<u>15,662,585</u>	<u>16,121,723</u>
Licenses and Permits		
Licenses		
Vehicle	315,000	293,865
Dog	10,000	14,282
Liquor	12,500	21,998
Other	4,000	21,590
Permits		
Building	1,680,000	1,867,404
Sewer, Sidewalks, and Miscellaneous	75,000	—
Compliance Fees	60,000	67,412
	<u>2,156,500</u>	<u>2,286,551</u>
Intergovernmental		
General Sales Tax	1,675,000	2,576,310
Illinois State Income Tax	1,275,000	2,076,600
Corporate Property Replacement Tax	175,000	527,215
Grants	1,012,144	226,101
	<u>4,137,144</u>	<u>5,406,226</u>
Charges for Services		
Administrative Charges	1,790,336	1,790,336
Franchise Fees	290,000	311,105
Public Safety Services	1,235,218	1,183,736
Ambulance Fees	140,000	242,683
False Alarm Charges	5,000	4,850
Parking	71,000	120,999
Property Rental	451,429	378,128
State Route Maintenance	85,000	—
	<u>4,067,983</u>	<u>4,031,837</u>

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Revenues - Budget and Actual - Continued

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Fines and Forfeitures		
Justice Fines and Costs	\$ 189,100	79,281
Investment Income (Loss)	203,800	(537,943)
Miscellaneous		
Proceeds from Sale of Personal Property	—	29,165
Miscellaneous	46,000	48,540
	46,000	77,705
Total Revenues	26,463,112	27,465,380

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Expenditures - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
General Government		
Public Affairs	\$ 137,000	115,735
General Administration	3,514,187	3,202,410
Total General Government	3,651,187	3,318,145
Public Safety		
Police Department		
Administration	2,893,108	2,955,866
Public Service Officers	344,266	328,443
General and Criminal Records	216,142	197,643
Investigation	564,887	581,657
Uniform Patrol	3,703,047	3,525,068
Total Police Department	7,721,450	7,588,677
Fire Department		
Administration	1,074,695	1,013,546
Training	67,685	82,998
Communications	207,939	216,475
Life Safety	140,746	104,101
Firefighting Force	4,029,831	4,265,096
Ambulance Service	638,978	274,740
Total Fire Department	6,159,874	5,956,956
Total Public Safety	13,881,324	13,545,633
Community Development		
Community Development Department	1,746,360	1,633,671
Public Works		
Public Works Department	6,588,999	5,677,045
Total Expenditures	25,867,870	24,174,494

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
General Government		
Public Affairs		
Legal		
Contractual Services	\$ 53,000	53,346
Sundry		
Commodities	8,000	7,885
Contractual Services	76,000	54,504
	84,000	62,389
Total Public Affairs	137,000	115,735
General Administration		
Office of the Manager and Clerk		
Salaries	934,525	1,009,453
Personnel Costs	307,335	315,382
Contractual Services	250,458	171,775
Commodities	57,940	45,857
	1,550,258	1,542,467
Legal Expense		
Contractual Services	50,000	60,460
Financial Administration		
Salaries	980,812	995,245
Personnel Costs	371,612	362,222
Contractual Services	187,056	167,995
Commodities	63,400	65,085
Vehicle Expenditure	8,149	8,149
Training	2,900	787
Contingency	300,000	—
	1,913,929	1,599,483
Total General Administration	3,514,187	3,202,410
Total General Government	3,651,187	3,318,145

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Public Safety		
Police Department		
Administration		
Salaries	\$ 806,382	849,789
Personnel Costs	426,784	470,599
Contractual Services	943,310	898,726
Supplies	239,950	247,787
Vehicle Expenditure	151,382	151,382
Equipment	—	111
Training	50,300	66,872
Building and Structures	275,000	270,600
	<u>2,893,108</u>	<u>2,955,866</u>
Public Service Officers		
Salaries	273,075	259,956
Personnel Costs	71,191	68,487
	<u>344,266</u>	<u>328,443</u>
General and Criminal Records		
Salaries	165,258	149,804
Personnel Costs	50,884	47,839
	<u>216,142</u>	<u>197,643</u>
Investigation		
Salaries	373,438	390,862
Personnel Costs	191,449	190,795
	<u>564,887</u>	<u>581,657</u>
Uniform Patrol		
Salaries	2,457,540	2,361,103
Personnel Costs	1,245,507	1,163,965
	<u>3,703,047</u>	<u>3,525,068</u>
Total Police Department	<u>7,721,450</u>	<u>7,588,677</u>

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Public Safety - Continued		
Fire Department		
Administration		
Salaries	\$ 422,388	460,135
Personnel Costs	238,528	239,205
Contractual Services	144,557	138,052
Supplies	50,150	55,152
Vehicle Expenditure	59,072	59,816
Equipment	60,000	46,386
Building and Structures	100,000	14,800
	<u>1,074,695</u>	<u>1,013,546</u>
Training		
Salaries	38,000	46,702
Personnel Costs	551	657
Training	29,134	35,639
	<u>67,685</u>	<u>82,998</u>
Communications		
Contractual Services	<u>207,939</u>	<u>216,475</u>
Life Safety		
Salaries	122,495	92,381
Personnel Costs	8,751	6,718
Supplies	9,500	5,002
	<u>140,746</u>	<u>104,101</u>
Firefighting Force		
Salaries	2,371,039	2,512,799
Personnel Costs	1,558,792	1,630,761
Contractual Services	10,000	10,217
Supplies	90,000	111,319
	<u>4,029,831</u>	<u>4,265,096</u>

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Public Safety - Continued		
Fire Department - Continued		
Ambulance Service		
Salaries	\$ 388,159	177,970
Personnel Costs	234,604	82,318
Contractual Services	1,500	203
Supplies	6,750	7,404
Training	7,965	6,845
	<u>638,978</u>	<u>274,740</u>
Total Fire Department	<u>6,159,874</u>	<u>5,956,956</u>
Total Public Safety	<u>13,881,324</u>	<u>13,545,633</u>
Community Development		
Community Development Department		
Salaries	753,239	790,658
Personnel Costs	251,090	242,892
Contractual Services	701,215	575,012
Supplies	25,000	18,821
Training	10,500	972
Vehicle Expenditure	<u>5,316</u>	<u>5,316</u>
Total Community Development	<u>1,746,360</u>	<u>1,633,671</u>
Public Works		
Public Works Department		
Administration		
Salaries	380,375	442,801
Personnel Costs	184,896	188,034
Contractual Services	520,465	310,277
Supplies	486,615	447,039

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Public Works - Continued		
Public Works Department - Continued		
Administration - Continued		
Training	\$ 23,915	8,342
Vehicle Expenditure	217,285	207,356
Equipment	2,312,000	1,807,057
	<u>4,125,551</u>	<u>3,410,906</u>
Street Maintenance		
Salaries	773,421	727,315
Personnel Costs	313,919	278,611
Contractual Services	185,193	121,623
Supplies	37,900	20,490
	<u>1,310,433</u>	<u>1,148,039</u>
Drainage		
Salaries	—	2,283
Personnel Costs	—	365
Contractual Services	—	121
	<u>—</u>	<u>2,769</u>
Snow Removal and Ice Control		
Salaries	82,000	90,055
Personnel Costs	15,024	15,266
Supplies	175,400	171,955
	<u>272,424</u>	<u>277,276</u>
Forestry		
Salaries	350,598	356,701
Personnel Costs	117,993	122,207
Supplies	412,000	359,147
	<u>880,591</u>	<u>838,055</u>
Total Public Works	<u>6,588,999</u>	<u>5,677,045</u>
Total Expenditures	<u>25,867,870</u>	<u>24,174,494</u>

VILLAGE OF WINNETKA, ILLINOIS

Village Facilities - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Revenues		
Investment Income	\$ 500	1,511
Expenditures		
Capital Outlay	205,000	203,019
Excess (Deficiency) of Revenues Over (Under) Expenditures	(204,500)	(201,508)
Other Financing Sources		
Transfers In	100,000	100,000
Net Change in Fund Balance	<u>(104,500)</u>	(101,508)
Fund Balance - Beginning		<u>180,275</u>
Fund Balance - Ending		<u>78,767</u>

VILLAGE OF WINNETKA, ILLINOIS**Nonmajor Governmental Funds
Combining Balance Sheet
December 31, 2022**

	<u>Special Revenue</u>		<u>Capital Projects</u>		
	<u>Motor</u>	<u>Foreign</u>	<u>Downtown</u>	<u>Special</u>	
	<u>Fuel Tax</u>	<u>Fire Tax</u>	<u>Redevelopment</u>	<u>Service Areas</u>	<u>Totals</u>
ASSETS					
Cash and Investments	\$ 3,711,784	204,180	748,327	52,582	4,716,873
Due from Other Governments	49,740	—	—	—	49,740
Total Assets	3,761,524	204,180	748,327	52,582	4,766,613
LIABILITIES					
Accounts Payable	148,386	409	297,322	—	446,117
FUND BALANCES					
Restricted	3,613,138	203,771	—	—	3,816,909
Assigned	—	—	451,005	52,582	503,587
Total Fund Balances	3,613,138	203,771	451,005	52,582	4,320,496
Total Liabilities and Fund Balances	3,761,524	204,180	748,327	52,582	4,766,613

VILLAGE OF WINNETKA, ILLINOIS

Nonmajor Governmental Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

For the Fiscal Year Ended December 31, 2022

	Special Revenue		Capital Projects		
	Motor	Foreign	Downtown	Special	
	Fuel Tax	Fire Tax	Redevelopment	Service Areas	Totals
Revenues					
Taxes	\$ —	—	—	2,142	2,142
Intergovernmental	783,067	107,014	—	—	890,081
Investment Income (Loss)	28,400	1,783	(5,907)	547	24,823
Total Revenues	811,467	108,797	(5,907)	2,689	917,046
Expenditures					
Public Safety	—	78,152	—	—	78,152
Capital Outlay	148,386	—	2,320,115	—	2,468,501
Total Expenditures	148,386	78,152	2,320,115	—	2,546,653
Excess (Deficiency) of Revenues Over (Under) Expenditures	663,081	30,645	(2,326,022)	2,689	(1,629,607)
Other Financing Sources (Uses)					
Transfers In	—	—	1,950,000	—	1,950,000
Transfers Out	(267,724)	—	—	—	(267,724)
	(267,724)	—	1,950,000	—	1,682,276
Net Change in Fund Balances	395,357	30,645	(376,022)	2,689	52,669
Fund Balances - Beginning	3,217,781	173,126	827,027	49,893	4,267,827
Fund Balances - Ending	3,613,138	203,771	451,005	52,582	4,320,496

VILLAGE OF WINNETKA, ILLINOIS

Motor Fuel Tax - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Revenues		
Intergovernmental		
Motor Fuel Tax Allotments	\$ 275,000	284,462
Grants	784,724	498,605
Investment Income	3,000	28,400
Total Revenues	1,062,724	811,467
Expenditures		
Capital Outlay	275,000	148,386
Excess (Deficiency) of Revenues Over (Under) Expenditures	787,724	663,081
Other Financing (Uses)		
Transfers Out	(267,724)	(267,724)
Net Change in Fund Balance	520,000	395,357
Fund Balance - Beginning		3,217,781
Fund Balance - Ending		3,613,138

VILLAGE OF WINNETKA, ILLINOIS

Foreign Fire Tax - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Revenues		
Intergovernmental		
Foreign Fire Insurance Tax	\$ 85,000	107,014
Investment Income	200	1,783
Total Revenues	85,200	108,797
Expenditures		
Public Safety		
Supplies	79,250	78,152
Net Change in Fund Balance	5,950	30,645
Fund Balance - Beginning		173,126
Fund Balance - Ending		203,771

VILLAGE OF WINNETKA, ILLINOIS

Downtown Redevelopment - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Revenues		
Investment Income (Loss)	\$ 308,500	(5,907)
Expenditures		
Capital Outlay	2,875,500	2,320,115
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,567,000)	(2,326,022)
Other Financing Sources		
Transfers In	1,950,000	1,950,000
Net Change in Fund Balance	<u>(617,000)</u>	(376,022)
Fund Balance - Beginning		<u>827,027</u>
Fund Balance - Ending		<u>451,005</u>

VILLAGE OF WINNETKA, ILLINOIS

Electric - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Operating Revenues		
Charges for Services	\$ 18,160,087	18,007,289
Miscellaneous	140,395	180,915
Total Operating Revenues	18,300,482	18,188,204
Operating Expenses		
Administration		
General and Administrative	2,129,310	1,929,314
IMRF Net Pension Liability Expense	—	365,488
Total OPEB Liability Expense	—	(31,399)
Operations		
Generation	12,559,816	11,741,770
Distribution	4,796,402	3,612,973
Depreciation	1,600,000	1,679,630
Total Operating Expenses	21,085,528	19,297,776
Operating (Loss)	(2,785,046)	(1,109,572)
Nonoperating Revenues (Expenses)		
Investment Income (Loss)	45,000	(58,315)
Rental Income	208,382	221,088
Other Income	10,000	322,332
	263,382	485,105
(Loss) before Transfers	(2,521,664)	(624,467)
Transfers In	500,000	500,000
Transfers Out	(1,049,912)	(1,049,912)
	(549,912)	(549,912)
Change in Net Position	(3,071,576)	(1,174,379)
Net Position - Beginning		24,951,747
Net Position - Ending		23,777,368

VILLAGE OF WINNETKA, ILLINOIS

Water - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Operating Revenues		
Charges for Services	\$ 5,996,604	6,159,699
Miscellaneous	17,225	66,769
Total Operating Revenues	6,013,829	6,226,468
Operating Expenses		
Administration		
General and Administrative	1,799,264	1,432,239
IMRF Net Pension Liability Expense	—	156,381
Total OPEB Liability Expense	—	(21,205)
Operations		
Pumping	1,178,352	1,052,990
Distribution	3,482,696	865,960
Depreciation	450,000	554,305
Total Operating Expenses	6,910,312	4,040,670
Operating Income (Loss)	(896,483)	2,185,798
Nonoperating Revenues (Expenses)		
Investment Income (Loss)	21,200	(32,357)
Other Income	—	1,237
	21,200	(31,120)
Income (Loss) before Transfers	(875,283)	2,154,678
Transfers Out	(776,560)	(776,560)
Change in Net Position	<u>(1,651,843)</u>	1,378,118
Net Position - Beginning		<u>18,543,343</u>
Net Position - Ending		<u>19,921,461</u>

VILLAGE OF WINNETKA, ILLINOIS

Refuse - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Operating Revenues		
Charges for Services	\$ 2,639,052	2,612,705
Operating Expenses		
Administration		
General and Administrative	127,080	127,080
IMRF Net Pension Liability Expense	—	88,991
Total OPEB Liability Expense	—	(30,571)
Operations		
Collection	1,355,924	1,277,238
Disposal	308,500	350,120
Recycling	442,340	409,146
Landfill Monitoring	140,000	86,152
Depreciation	135,000	126,424
Total Operating Expenses	2,508,844	2,434,580
Operating Income	130,208	178,125
Nonoperating Revenues (Expenses)		
Investment Income (Loss)	6,500	(5,208)
Income before Transfers	136,708	172,917
Transfers Out	(190,724)	(190,724)
Change in Net Position	(54,016)	(17,807)
Net Position - Beginning		1,246,839
Net Position - Ending		1,229,032

VILLAGE OF WINNETKA, ILLINOIS**Storm Sewer - Enterprise Fund****Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual****For the Fiscal Year Ended December 31, 2022**

	Original and Final Budget	Actual
Operating Revenues		
Charges for Services	\$ 2,024,824	2,028,986
Operating Expenses		
Administration		
IMRF Net Pension Liability Expense	—	(10,515)
Total OPEB Liability Expense	—	5,400
Operations	20,490,600	1,030,739
Depreciation and Amortization	250,000	302,782
Total Operating Expenses	20,740,600	1,328,406
Operating Income (Loss)	(18,715,776)	700,580
Nonoperating Revenues (Expenses)		
Investment Income (Loss)	125,000	(460,081)
Interest Expense	(305,630)	(306,694)
	(180,630)	(766,775)
(Loss) before Transfers and Capital Grants	(18,896,406)	(66,195)
Capital Grants	13,793,927	7,228,938
Transfers In	1,104,868	1,104,868
	14,898,795	8,333,806
Change in Net Position	(3,997,611)	8,267,611
Net Position - Beginning		15,435,645
Net Position - Ending		23,703,256

VILLAGE OF WINNETKA, ILLINOIS**Sanitary Sewer - Enterprise Fund****Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual****For the Fiscal Year Ended December 31, 2022**

	Original and Final Budget	Actual
Operating Revenues		
Charges for Services	\$ 1,621,880	1,549,886
Operating Expenses		
Administration		
General and Administrative	140,040	140,040
IMRF Net Pension Liability Expense	—	(3,813)
Total OPEB Liability Expense	—	(1,564)
Operations	1,308,066	546,094
Depreciation	110,000	118,233
Total Operating Expenses	1,558,106	798,990
Operating Income	63,774	750,896
Nonoperating Revenues		
Investment Income	8,750	2,466
Other Income	1,500	—
	10,250	2,466
Income before Transfers	74,024	753,362
Transfers Out	(129,750)	(129,750)
Change in Net Position	(55,726)	623,612
Net Position - Beginning		5,210,769
Net Position - Ending		5,834,381

VILLAGE OF WINNETKA, ILLINOIS

Internal Service Funds

Combining Statement of Net Position

December 31, 2022

	Information Technology
ASSETS	
Current Assets	
Cash and Investments	\$ 68,493
Receivables - Net of Allowances	
Accounts	3,800
Inventories/Prepays	58,582
Total Current Assets	<u>130,875</u>
Noncurrent Assets	
Capital Assets	
Depreciable	299,598
Accumulated Depreciation	<u>(299,598)</u>
Total Capital Assets	<u>—</u>
Total Assets	<u>130,875</u>
LIABILITIES	
Current Liabilities	
Accounts Payable	45,126
Accrued Payroll	—
Claims Payable	<u>—</u>
Total Current Liabilities	<u>45,126</u>
Noncurrent Liabilities	
Claims Payable	<u>—</u>
Total Liabilities	<u>45,126</u>
NET POSITION	
Unrestricted	<u><u>85,749</u></u>

Workers' Compensation Insurance	Health Insurance	Liability Insurance	Fleet	Totals
1,382,844	747,970	438,957	469,911	3,108,175
—	26,857	4,275	5,767	40,699
—	198,646	101,698	66,446	425,372
1,382,844	973,473	544,930	542,124	3,574,246
—	—	—	—	299,598
—	—	—	—	(299,598)
—	—	—	—	—
1,382,844	973,473	544,930	542,124	3,574,246
1,987	45,742	—	82,745	175,600
—	—	—	7,889	7,889
373,237	—	—	—	373,237
375,224	45,742	—	90,634	556,726
373,237	—	105,724	—	478,961
748,461	45,742	105,724	90,634	1,035,687
634,383	927,731	439,206	451,490	2,538,559

VILLAGE OF WINNETKA, ILLINOIS

Internal Service Funds

Combining Statement of Revenues, Expenses and Changes in Net Position For the Fiscal Year Ended December 31, 2022

	Information Technology
Operating Revenues	
Interfund Services	\$ 374,917
Operating Expenses	
Administration	60,816
Operations	792,456
Total Operating Expenses	853,272
Operating Income (Loss)	(478,355)
Nonoperating Revenues (Expenses)	
Investment Income (Loss)	1,301
Income (Loss) Before Transfers	(477,054)
Transfers In	500,000
Transfers Out	—
	500,000
Change in Net Position	22,946
Net Position - Beginning	62,803
Net Position - Ending	85,749

Workers' Compensation Insurance	Health Insurance	Liability Insurance	Fleet	Totals
337,178	4,171,266	345,865	923,557	6,152,783
110,752	—	485,546	44,000	701,114
142,199	4,178,714	45,631	1,028,179	6,187,179
252,951	4,178,714	531,177	1,072,179	6,888,293
84,227	(7,448)	(185,312)	(148,622)	(735,510)
(44,646)	(33,962)	(7,125)	(7,404)	(91,836)
39,581	(41,410)	(192,437)	(156,026)	(827,346)
—	—	275,000	—	775,000
(275,000)	(250,000)	—	(250,000)	(775,000)
(275,000)	(250,000)	275,000	(250,000)	—
(235,419)	(291,410)	82,563	(406,026)	(827,346)
869,802	1,219,141	356,643	857,516	3,365,905
634,383	927,731	439,206	451,490	2,538,559

VILLAGE OF WINNETKA, ILLINOIS

Internal Service Funds

Combining Statement of Cash Flows

For the Fiscal Year Ended December 31, 2022

	Information Technology
Cash Flows from Operating Activities	
Receipts from Interfund Services	\$ 312,535
Payments to Suppliers	(650,266)
Payments to Employees	(172,010)
	<u>(509,741)</u>
Cash Flows from Noncapital Financing Activities	
Transfers In	500,000
Transfers Out	—
	<u>500,000</u>
Cash Flows from Investing Activities	
Interest Received	<u>1,301</u>
Net Change in Cash and Cash Equivalents	(8,440)
Cash and Cash Equivalents - Beginning	<u>76,933</u>
Cash and Cash Equivalents - Ending	<u><u>68,493</u></u>
Reconciliation of Operating Income to Net Cash	
Provided (Used) by Operating Activities	
Operating Income (Loss)	(478,355)
Adjustments to Reconcile Operating Income	
to Net Cash Provided by (Used in)	
Operating Activities	
(Increase) Decrease in Current Assets	(62,382)
Increase (Decrease) in Current Liabilities	<u>30,996</u>
Net Cash Provided by Operating Activities	<u><u>(509,741)</u></u>

Worker's Compensated Insurance	Health Insurance	Liability Insurance	Fleet	Totals
337,564 (431,588)	4,170,280 (4,133,275)	255,053 (548,855)	907,830 (736,234)	5,983,262 (6,500,218)
—	—	—	(263,833)	(435,843)
(94,024)	37,005	(293,802)	(92,237)	(952,799)
—	—	275,000	—	775,000
(275,000)	(250,000)	—	(250,000)	(775,000)
(275,000)	(250,000)	275,000	(250,000)	—
(44,646)	(33,962)	(7,125)	(7,404)	(91,836)
(413,670)	(246,957)	(25,927)	(349,641)	(1,044,635)
1,796,514	994,927	464,884	819,552	4,152,810
1,382,844	747,970	438,957	469,911	3,108,175
84,227	(7,448)	(185,312)	(148,622)	(735,510)
386 (178,637)	(986) 45,439	(90,812) (17,678)	(15,727) 72,112	(169,521) (47,768)
(94,024)	37,005	(293,802)	(92,237)	(952,799)

VILLAGE OF WINNETKA, ILLINOIS

Information Technology - Internal Service Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Operating Revenues		
Interfund Services	\$ 371,117	374,917
Operating Expenses		
Administration	60,816	60,816
Operations	804,473	792,456
Total Operating Expenses	865,289	853,272
Operating (Loss)	(494,172)	(478,355)
Nonoperating Revenues		
Investment Income	2,000	1,301
(Loss) before Transfers	(492,172)	(477,054)
Transfers In	500,000	500,000
Change in Net Position	7,828	22,946
Net Position - Beginning		62,803
Net Position - Ending		85,749

VILLAGE OF WINNETKA, ILLINOIS

Workers' Compensation - Internal Service Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Operating Revenues		
Interfund Services	\$ 325,000	337,178
Operating Expenses		
Administration	141,800	110,752
Operations	500,000	142,199
Total Operating Expenses	641,800	252,951
Operating Income (Loss)	(316,800)	84,227
Nonoperating Revenues (Expenses)		
Investment Income (Loss)	15,000	(44,646)
Income (Loss) before Transfers	(301,800)	39,581
Transfers Out	(275,000)	(275,000)
Change in Net Position	<u>(576,800)</u>	(235,419)
Net Position - Beginning		<u>869,802</u>
Net Position - Ending		<u><u>634,383</u></u>

VILLAGE OF WINNETKA, ILLINOIS

Health Insurance - Internal Service Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Operating Revenues		
Interfund Services	\$ 4,135,168	4,171,266
Operating Expenses		
Administration	5,000	—
Operations	4,206,200	4,178,714
Total Operating Expenses	4,211,200	4,178,714
Operating (Loss)	(76,032)	(7,448)
Nonoperating Revenues (Expenses)		
Investment Income (Loss)	5,000	(33,962)
(Loss) before Transfers	(71,032)	(41,410)
Transfers Out	(250,000)	(250,000)
Change in Net Position	<u>(321,032)</u>	(291,410)
Net Position - Beginning		<u>1,219,141</u>
Net Position - Ending		<u>927,731</u>

VILLAGE OF WINNETKA, ILLINOIS

Liability Insurance - Internal Service Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Operating Revenues		
Interfund Services	\$ 341,050	345,865
Operating Expenses		
Administration	466,285	485,546
Operations	160,000	45,631
Total Operating Expenses	626,285	531,177
Operating (Loss)	(285,235)	(185,312)
Nonoperating Revenues (Expenses)		
Investment Income (Loss)	12,500	(7,125)
(Loss) before Transfers	(272,735)	(192,437)
Transfers Out	275,000	275,000
Change in Net Position	2,265	82,563
Net Position - Beginning		356,643
Net Position - Ending		439,206

VILLAGE OF WINNETKA, ILLINOIS

Fleet - Internal Service Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Operating Revenues		
Interfund Services	\$ 953,904	923,557
Operating Expenses		
Administration	44,000	44,000
Operations	1,031,430	1,028,179
Total Operating Expenses	1,075,430	1,072,179
Operating (Loss)	(121,526)	(148,622)
Nonoperating Revenues (Expenses)		
Investment Income (Loss)	4,750	(7,404)
(Loss) before Transfers	(116,776)	(156,026)
Transfers In	(250,000)	(250,000)
Change in Net Position	<u>(366,776)</u>	(406,026)
Net Position - Beginning		<u>857,516</u>
Net Position - Ending		<u>451,490</u>

VILLAGE OF WINNETKA, ILLINOIS**Pension Trust Funds****Combining Statement of Fiduciary Net Position****December 31, 2022**

	Police Pension	Firefighters' Pension	Totals
ASSETS			
Cash and Cash Equivalents	\$ 687,208	825,932	1,513,140
Investments			
Illinois Police Officers' Pension Investment Fund	33,129,072	—	33,129,072
Illinois Firefighters' Pension Investment Fund	—	31,709,639	31,709,639
Due From Other Funds	223,880	254,706	478,586
Total Assets	34,040,160	32,790,277	66,830,437
LIABILITIES			
Accounts Payable	—	—	—
NET POSITION			
Net Position Restricted for Pensions	34,040,160	32,790,277	66,830,437

VILLAGE OF WINNETKA, ILLINOIS

Pension Trust Funds

Combining Statement of Changes in Fiduciary Net Position

For the Fiscal Year Ended December 31, 2022

	Police Pension	Firefighters' Pension	Totals
Additions			
Contributions - Employer	\$ 1,198,064	1,360,608	2,558,672
Contributions - Plan Members	287,146	241,470	528,616
Contributions - Buy Back	17,940	—	17,940
Total Contributions	1,503,150	1,602,078	3,105,228
Investment Earnings			
Interest Earned	728,751	324,175	1,052,926
Net Change in Fair Value	(6,733,514)	(5,871,549)	(12,605,063)
	(6,004,763)	(5,547,374)	(11,552,137)
Less Investment Expenses	(66,720)	(22,874)	(89,594)
Net Investment Income	(6,071,483)	(5,570,248)	(11,641,731)
Total Additions	(4,568,333)	(3,968,170)	(8,536,503)
Deductions			
Administration	58,587	33,875	92,462
Benefits and Refunds	2,582,552	2,644,542	5,227,094
Total Deductions	2,641,139	2,678,417	5,319,556
Change in Fiduciary Net Position	(7,209,472)	(6,646,587)	(13,856,059)
Net Position Restricted for Pensions			
Beginning	41,249,632	39,436,864	80,686,496
Ending	34,040,160	32,790,277	66,830,437

VILLAGE OF WINNETKA, ILLINOIS

Police Pension - Pension Trust Fund

Schedule of Changes in Fiduciary Net Position - Budget and Actual For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Additions		
Contributions - Employer	\$ 1,188,074	1,198,064
Contributions - Plan Members	264,779	287,146
Contributions - Buy Back	—	17,940
Total Contributions	1,452,853	1,503,150
Investment Income		
Interest Earned	2,384,197	728,751
Net Change in Fair Value	—	(6,733,514)
	2,384,197	(6,004,763)
Less Investment Expenses	—	(66,720)
Net Investment Income	2,384,197	(6,071,483)
Total Additions	3,837,050	(4,568,333)
Deductions		
Administration	71,150	58,587
Benefits and Refunds	2,507,640	2,582,552
Total Deductions	2,578,790	2,641,139
Change in Fiduciary Net Position	1,258,260	(7,209,472)
Net Position Restricted for Pensions		
Beginning		41,249,632
Ending		34,040,160

VILLAGE OF WINNETKA, ILLINOIS

Firefighters' Pension - Pension Trust Fund

Schedule of Changes in Fiduciary Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2022

	Original and Final Budget	Actual
Additions		
Contributions - Employer	\$ 1,356,132	1,360,608
Contributions - Plan Members	249,394	241,470
Total Contributions	1,605,526	1,602,078
Investment Income		
Interest Earned	2,253,793	324,175
Net Change in Fair Value	—	(5,871,549)
	2,253,793	(5,547,374)
Less Investment Expenses	—	(22,874)
Net Investment Income	2,253,793	(5,570,248)
Total Additions	3,859,319	(3,968,170)
Deductions		
Administration	65,450	33,875
Benefits and Refunds	2,655,279	2,644,542
Total Deductions	2,720,729	2,678,417
Change in Fiduciary Net Position	1,138,590	(6,646,587)
Net Position Restricted for Pensions		
Beginning		39,436,864
Ending		32,790,277

VILLAGE OF WINNETKA, ILLINOIS**Grant Accountability and Transparency Act (GATA) – Consolidated Year-End Financial Report
December 31, 2022**

CSFA #	Program Name	State	Federal	Other	Totals
420-00-1772	Storm Sewer Installation	\$ 7,228,938	—	—	7,228,938
494-00-1005	Local Federal Bridge Program	50,311	—	—	50,311
494-00-2356	Local Rebuild Illinois Bond Program	267,724	—	—	267,724
588-40-0448	Disaster Grants - Public Assistance	—	71,403	—	71,403
	Other Grant Programs and Activities	—	—	—	—
	All Other Costs Not Allocated	—	—	48,494,428	48,494,428
		7,546,973	71,403	48,494,428	56,112,804



**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENTAL AUDITING STANDARDS**

July 11, 2023

The Honorable Village President
Members of the Members of the Village Council and Village Manager
Village of Winnetka, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Winnetka, Illinois, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated July 11, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. According, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

SUPPLEMENTAL SCHEDULE

VILLAGE OF WINNETKA, ILLINOIS

Long-Term Debt Requirements

Taxable General Obligation Refunding Bonds of 2020

December 31, 2022

Date of Issue	November 12, 2020
Date of Maturity	December 15, 2040
Authorized Issue	\$12,035,000
Denomination of Bonds	\$5,000
Interest Rate	2.50% to 2.75%
Interest Dates	June 15 and December 15
Principal Maturity Date	December 15
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements			Interest Due On			
	Principal	Interest	Totals	Jun. 15	Amount	Dec. 15	Amount
2023	\$ 505,000	292,605	797,605	2023	146,303	2023	146,302
2024	515,000	279,980	794,980	2024	139,990	2024	139,990
2025	535,000	267,105	802,105	2025	133,553	2025	133,552
2026	545,000	253,730	798,730	2026	126,865	2026	126,865
2027	560,000	240,105	800,105	2027	120,053	2027	120,052
2028	575,000	226,105	801,105	2028	113,053	2028	113,052
2029	585,000	211,730	796,730	2029	105,865	2029	105,865
2030	600,000	197,105	797,105	2030	98,553	2030	98,552
2031	615,000	182,105	797,105	2031	91,053	2031	91,052
2032	630,000	166,730	796,730	2032	83,365	2032	83,365
2033	650,000	150,980	800,980	2033	75,490	2033	75,490
2034	665,000	134,730	799,730	2034	67,365	2034	67,365
2035	680,000	118,105	798,105	2035	59,053	2035	59,052
2036	700,000	100,425	800,425	2036	50,213	2036	50,212
2037	720,000	82,225	802,225	2037	41,113	2037	41,112
2038	740,000	62,425	802,425	2038	31,213	2038	31,212
2039	755,000	42,075	797,075	2039	21,038	2039	21,037
2040	775,000	21,312	796,312	2040	10,656	2040	10,656
	<u>11,350,000</u>	<u>3,029,577</u>	<u>14,379,577</u>		<u>1,514,794</u>		<u>1,514,783</u>

STATISTICAL SECTION (Unaudited)

This part of the annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the Village's most significant local revenue sources.

Debt Capacity

These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.

VILLAGE OF WINNETKA, ILLINOIS

Net Position by Component - Last Ten Fiscal Years*

December 31, 2022 (Unaudited)

See Following Page

VILLAGE OF WINNETKA, ILLINOIS

Net Position by Component - Last Ten Fiscal Years* December 31, 2022 (Unaudited)

	2013**	2014	2015
Governmental Activities			
Net Investment in Capital Assets	\$ 47,250,543	48,774,440	49,376,918
Restricted	2,094,038	2,131,857	2,429,573
Unrestricted	20,457,756	20,470,416	(11,611,807)
Total Governmental Activities Net Position	69,802,337	71,376,713	40,194,684
Business-Type Activities			
Net Investment in Capital Assets	35,339,276	35,411,186	37,665,272
Unrestricted	17,519,178	17,259,068	17,099,774
Total Business-Type Activities Net Position	52,858,454	52,670,254	54,765,046
Primary Government			
Net Investment in Capital Assets	82,589,819	84,185,626	87,042,190
Restricted	2,094,038	2,131,857	2,429,573
Unrestricted	37,976,934	37,729,484	5,487,967
Total Primary Government Net Position	122,660,791	124,046,967	94,959,730

* Accrual Basis of Accounting

** For the nine months ended December 31, 2013.

Data Source: Village Records

2016	2017	2018	2019	2020	2021	2022
49,319,892	49,438,471	49,248,640	49,515,028	49,150,525	59,200,472	50,403,355
2,664,797	2,938,353	2,961,505	3,314,365	3,372,574	3,390,907	3,816,909
(10,163,480)	(10,808,641)	(9,446,576)	(8,807,837)	(4,235,819)	(5,806,590)	3,493,016
41,821,209	41,568,183	42,763,569	44,021,556	48,287,280	56,784,789	57,713,280
37,023,731	37,685,412	38,421,511	39,333,586	38,685,364	48,015,012	56,574,504
16,905,510	17,076,191	16,135,748	16,550,262	21,668,063	17,373,331	17,890,994
53,929,241	54,761,603	54,557,259	55,883,848	60,353,427	65,388,343	74,465,498
86,343,623	87,123,883	87,670,151	88,848,614	87,835,889	107,215,484	106,977,859
2,664,797	2,938,353	2,961,505	3,314,365	3,372,574	3,390,907	3,816,909
6,742,030	6,267,550	6,689,172	7,742,425	17,432,244	11,566,741	21,384,010
95,750,450	96,329,786	97,320,828	99,905,404	108,640,707	122,173,132	132,178,778

VILLAGE OF WINNETKA, ILLINOIS

Changes in Net Position - Last Ten Fiscal Years* December 31, 2022 (Unaudited)

	2013**	2014	2015	2016	2017	2018	2019	2020	2021	2022
Expenses										
Governmental Activities										
General Government	\$ 2,923,374	3,926,262	4,993,616	1,961,906	3,858,501	3,150,204	4,171,973	3,591,828	1,687,288	4,832,582
Public Safety	9,179,353	12,316,145	16,821,380	14,156,626	13,540,856	14,520,344	14,901,003	12,326,987	10,201,045	14,663,393
Community Development	1,267,068	1,676,984	1,479,285	1,458,538	1,687,357	1,467,428	1,455,318	1,589,877	1,604,896	1,653,866
Public Works	4,102,763	5,202,568	5,612,699	5,571,479	5,935,901	6,235,172	6,485,336	7,007,376	6,434,348	6,755,847
Interest on Long-Term Debt	21,135	14,676	—	—	—	—	—	—	—	—
Total Governmental Activities Expenses	17,493,693	23,136,635	28,906,980	23,148,549	25,022,615	25,373,148	27,013,630	24,516,068	19,927,577	27,905,688
Business-Type Activities										
Electric	11,635,540	14,646,688	14,504,327	16,555,150	15,409,288	16,275,615	16,303,693	16,190,947	18,600,967	19,297,776
Water	2,398,945	3,073,081	3,232,713	3,225,230	3,070,624	3,485,954	3,613,580	3,054,726	3,645,073	4,040,670
Refuse	1,837,660	2,455,202	2,265,737	2,408,865	2,619,639	2,004,219	2,530,173	1,895,606	2,460,060	2,434,580
Storm Sewer	132,250	663,287	672,999	1,086,896	922,597	977,036	965,180	899,368	810,888	1,635,100
Sanitary Sewer	645,870	1,080,243	1,120,487	1,547,869	1,668,549	1,558,547	1,361,878	1,471,321	1,149,180	798,990
Total Business-Type Activities Expenses	16,650,265	21,918,501	21,796,263	24,824,010	23,690,697	24,301,371	24,774,504	23,511,968	26,666,168	28,207,116
Total Primary Government Expenses	34,143,958	45,055,136	50,703,243	47,972,559	48,713,312	49,674,519	51,788,134	48,028,036	46,593,745	56,112,804
Program Revenues										
Governmental Activities										
Charges for Services										
General Government	2,077,704	2,859,138	2,802,463	2,877,490	2,945,963	2,987,135	2,903,024	2,904,794	4,529,350	2,831,304
Public Safety	1,040,252	1,487,238	1,520,422	1,657,944	1,698,498	1,770,244	1,743,082	1,482,948	1,383,241	1,631,549
Community Development	1,831,135	1,929,442	1,760,110	1,743,999	1,450,743	1,378,786	1,547,917	1,618,871	1,894,245	1,934,816
Public Works	152,371	120,635	187,165	183,475	141,645	102,628	91,773	99,165	77,020	—
Operating Grants/Contributions	64,841	73,632	68,868	—	—	—	—	993,798	783,286	724,706
Capital Grants/Contributions	53,932	—	—	138,138	81,119	177,204	536,139	—	—	—
Total Governmental Activities Program Revenues	5,220,235	6,470,085	6,339,028	6,601,046	6,317,968	6,415,997	6,821,935	7,099,576	8,667,142	7,122,375
Business-Type Activities										
Charges for Services										
Electric	11,030,696	14,737,350	15,596,335	16,018,005	15,677,656	16,683,156	16,058,151	17,409,244	18,525,140	18,188,204
Water	3,099,689	3,457,265	3,531,692	3,656,945	4,075,019	4,321,977	4,555,430	5,461,214	6,576,310	6,226,468
Refuse	394,792	536,127	527,518	573,913	1,060,386	1,885,381	2,742,553	2,739,537	2,645,013	2,612,705
Storm Sewer	776,137	874,447	952,464	1,047,078	1,207,369	1,248,855	1,226,400	1,514,300	1,656,312	1,549,886
Sanitary Sewer	—	941,417	1,767,587	2,017,000	1,924,602	1,910,189	1,909,121	1,973,535	2,010,580	2,028,986
Operating Grants/Contributions	—	134,794	2,000,000	—	—	—	—	—	—	—
Capital Grants	—	—	—	—	—	—	—	—	—	7,228,938
Total Business-Type Activities Program Revenues	15,301,314	20,681,400	24,375,596	23,312,941	23,945,032	26,049,558	26,491,655	29,097,830	31,413,355	37,835,187
Total Primary Government Program Revenues	20,521,549	27,151,485	30,714,624	29,913,987	30,263,000	32,465,555	33,313,590	36,197,406	40,080,497	44,957,562

	2013**	2014	2015	2016	2017	2018	2019	2020	2021	2022
Net (Expense) Revenue										
Governmental Activities	\$ (12,273,458)	(16,666,550)	(22,567,952)	(16,547,503)	(18,704,647)	(18,957,151)	(20,191,695)	(17,416,492)	(11,260,435)	(20,783,313)
Business-Type Activities	(1,348,951)	(1,237,101)	2,579,333	(1,511,069)	254,335	1,748,187	1,717,151	5,585,862	4,747,187	9,628,071
Total Primary Government Net Revenue (Expense)	(13,622,409)	(17,903,651)	(19,988,619)	(18,058,572)	(18,450,312)	(17,208,964)	(18,474,544)	(11,830,630)	(6,513,248)	(11,155,242)
General Revenues and Other Changes in Net Position										
Governmental Activities										
Taxes										
Property	6,128,244	12,895,811	12,864,238	13,105,829	13,204,094	13,289,056	14,612,543	14,695,733	14,750,187	15,321,586
Telecommunications	460,092	462,013	528,637	460,692	419,153	408,315	343,120	279,837	253,686	237,293
Natural Gas	303,383	558,631	487,513	328,044	436,323	404,394	393,381	319,213	400,896	564,986
Intergovernmental										
Sales Tax	1,190,192	1,589,475	1,510,357	1,420,554	1,512,020	1,605,438	1,701,426	1,760,984	2,271,900	2,576,310
Income Tax	882,789	1,106,344	1,292,669	1,179,341	1,190,908	1,167,101	1,297,173	1,324,348	1,614,048	2,076,600
Personal Property Replacement Tax	134,784	114,799	150,010	131,783	149,725	136,117	169,227	141,245	255,513	527,215
Other	305,705	380,319	369,855	383,275	388,781	391,113	392,259	361,432	374,640	391,476
Investment Income	95,607	54,617	20,904	258,993	234,975	606,137	954,462	841,226	(111,292)	(603,445)
Miscellaneous	110,640	336,521	265,142	83,273	25,616	209,752	124,195	63,311	99,952	77,705
Transfers	(5,393,583)	742,396	849,044	822,244	890,026	1,418,311	1,461,896	1,894,887	(151,586)	542,078
Total Governmental Activities	4,217,853	18,240,926	18,338,369	18,174,028	18,451,621	19,635,734	21,449,682	21,682,216	19,757,944	21,711,804
Business-Type Activities										
Property Taxes	1,068,036	1,076,358	1,088,001	1,078,490	1,073,096	(32,149)	—	—	—	—
Investment Income	55,458	73,113	19,349	245,491	180,264	467,121	753,354	152,094	(144,707)	(553,495)
Miscellaneous	693,625	641,826	253,314	173,527	214,693	408,166	317,980	626,510	280,850	544,657
Transfers	5,393,583	(742,396)	(849,044)	(822,244)	(890,026)	(1,418,311)	(1,461,896)	(1,894,887)	151,586	(542,078)
Total Business-Type Activities	7,210,702	1,048,901	511,620	675,264	578,027	(575,173)	(390,562)	(1,116,283)	287,729	(550,916)
Total Primary Government	11,428,555	19,289,827	18,849,989	18,849,292	19,029,648	19,060,561	21,059,120	20,565,933	20,045,673	21,160,888
Changes in Net Position										
Governmental Activities	(8,055,605)	1,574,376	(4,229,583)	1,626,525	(253,026)	678,583	1,257,987	4,265,724	8,497,509	928,491
Business-Type Activities	5,861,751	(188,200)	3,090,953	(835,805)	832,362	1,173,014	1,326,589	4,469,579	5,034,916	9,077,155
Total Primary Government	(2,193,854)	1,386,176	(1,138,630)	790,720	579,336	1,851,597	2,584,576	8,735,303	13,532,425	10,005,646

* Accrual Basis of Accounting

**For the nine months ended December 31, 2013.

Data Source: Village Records

VILLAGE OF WINNETKA, ILLINOIS

Fund Balances of Governmental Funds - Last Ten Fiscal Years* December 31, 2022 (Unaudited)

	2013**	2014	2015
General Fund			
Nonspendable	\$ 2,597	91,211	—
Restricted	235,815	—	91,211
Assigned	—	—	—
Unassigned	16,612,063	18,080,699	18,942,066
Total General Fund	16,850,475	18,171,910	19,033,277
All Other Governmental Funds			
Restricted	2,033,126	2,040,646	2,338,362
Assigned	832,254	741,726	779,117
Unassigned	(171,253)	(126,377)	(86,485)
Total All Other Governmental Funds	2,694,127	2,655,995	3,030,994
Total Governmental Funds	19,544,602	20,827,905	22,064,271

* Modified Accrual Basis of Accounting

**For the nine months ended December 31, 2013.

Data Source: Village Records

2016	2017	2018	2019	2020	2021	2022
—	—	—	—	750,000	—	—
—	—	—	—	—	—	—
—	—	—	—	—	—	16,303,144
20,317,199	20,674,355	22,280,802	24,645,766	25,846,414	30,027,257	15,774,801
20,317,199	20,674,355	22,280,802	24,645,766	26,596,414	30,027,257	32,077,945
2,664,797	2,938,353	2,961,505	3,314,365	3,372,574	3,390,907	3,816,909
850,015	669,520	1,144,572	1,047,794	1,285,996	1,057,195	582,354
(44,974)	(13,891)	—	—	—	—	—
3,469,838	3,593,982	4,106,077	4,362,159	4,658,570	4,448,102	4,399,263
23,787,037	24,268,337	26,386,879	29,007,925	31,254,984	34,475,359	36,477,208

VILLAGE OF WINNETKA, ILLINOIS

Changes in Fund Balances for Governmental Funds - Last Ten Fiscal Years December 31, 2022 (Unaudited)

	2013	2013*	2014
Revenues			
Taxes	\$ 6,891,719	13,916,455	13,880,388
Licenses and Permits	2,245,978	2,396,870	2,289,140
Intergovernmental	2,632,243	3,264,569	3,391,759
Charges for Services and Fees	2,711,133	3,810,622	3,814,244
Fines and Forfeitures	144,351	188,961	166,776
Investment Income (Loss)	80,397	38,729	16,029
Miscellaneous	110,640	336,521	265,142
Total Revenues	14,816,461	23,952,727	23,823,478
Expenditures			
General Government	2,464,557	2,947,643	3,304,296
Public Safety	8,753,436	11,847,222	12,680,756
Community Development	1,256,959	2,059,844	1,650,761
Public Works	4,953,498	5,981,049	5,322,647
Capital Outlay	52,671	98,285	227,696
Debt Service			
Principal Retirement	440,000	460,000	—
Interest	21,975	17,777	—
Total Expenditures	17,943,096	23,411,820	23,186,156
Excess of Revenues Over (Under) Expenditures	(3,126,635)	540,907	637,322
Other Financing Sources (Uses)			
Transfers In	1,864,302	2,079,116	1,849,044
Transfers Out	(7,257,885)	(1,336,720)	(1,250,000)
Disposal of Capital Assets	—	—	—
	(5,393,583)	742,396	599,044
Net Change in Fund Balances	(8,520,218)	1,283,303	1,236,366
Debt Service as a Percentage of Noncapital Expenditures	2.94%	2.34%	0.00%

*Modified Accrual Basis of Accounting

*For the nine months ended December 31, 2013.

Data Source: Village Records

2015	2016	2017	2018	2019	2021	2022
13,894,565	14,059,570	14,101,765	15,349,044	15,294,783	15,404,769	16,123,865
2,240,851	1,866,741	1,785,951	1,948,625	1,998,247	2,267,812	2,286,551
3,253,091	3,322,553	3,476,973	4,096,224	4,581,807	5,299,387	6,296,307
4,030,475	4,182,256	4,217,114	4,143,423	3,997,440	5,525,618	4,031,837
191,582	187,852	235,728	193,748	110,091	90,426	79,281
198,119	190,017	498,598	781,190	483,542	(98,393)	(511,609)
83,273	25,616	209,752	124,195	63,311	99,952	77,705
23,891,956	23,834,605	24,525,881	26,636,449	26,529,221	28,589,571	28,383,937
2,956,361	3,016,519	2,814,898	2,994,684	3,458,822	3,176,510	3,318,145
12,590,006	13,273,553	13,181,538	13,612,476	13,848,126	12,926,072	13,623,785
1,374,119	1,513,155	1,412,091	1,438,439	1,572,154	1,586,009	1,633,671
5,989,321	6,112,882	6,224,138	5,318,492	5,079,201	5,269,227	5,677,045
91,627	327,222	383,323	2,115,559	2,218,746	2,259,792	2,671,520
—	—	—	—	—	—	—
—	—	—	—	—	—	—
23,001,434	24,243,331	24,015,988	25,479,650	26,177,049	25,217,610	26,924,166
890,522	(408,726)	509,893	1,156,799	352,172	3,371,961	1,459,771
1,522,244	1,515,026	2,193,311	3,095,806	3,394,887	1,947,321	4,196,946
(700,000)	(625,000)	(600,000)	(1,633,910)	(1,500,000)	(2,098,907)	(3,654,868)
10,000	—	15,338	2,351	—	—	—
832,244	890,026	1,608,649	1,464,247	1,894,887	(151,586)	542,078
1,722,766	481,300	2,118,542	2,621,046	2,247,059	3,220,375	2,001,849
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

VILLAGE OF WINNETKA, ILLINOIS

Assessed Value and Actual Value of Taxable Property - Last Ten Tax Levy Years December 31, 2022 (Unaudited)

Tax Levy Year	Residential Property	Commercial Property
2012	\$ 1,278,359,179	\$ 54,724,248
2013	1,169,861,689	49,963,175
2014	1,180,513,548	54,144,041
2015	1,154,165,002	44,404,930
2016	1,392,060,810	48,201,322
2017	1,429,205,958	49,909,110
2018	1,378,919,469	49,003,297
2019	1,429,051,816	65,416,563
2020	1,410,236,124	69,342,391
2021	1,298,266,100	65,078,327

Data Source: Cook County Clerk

Industrial Property		Total	Railroad	Total Assessed Value	Total Direct Tax Rate
\$	4,084,556	\$ 1,337,167,983	\$ 431,535	\$ 1,337,599,518	1.667
	3,845,561	1,223,670,425	532,312	1,224,202,737	1.847
	4,336,479	1,238,994,068	554,920	1,239,548,988	1.801
	—	1,198,569,932	665,627	1,199,235,559	1.836
	—	1,440,262,132	677,213	1,440,939,345	1.365
	—	1,479,115,068	690,858	1,479,805,926	1.320
	—	1,427,922,766	742,090	1,428,664,856	1.039
	—	1,494,468,379	809,844	1,495,278,223	1.007
	—	1,479,578,515	844,172	1,480,422,687	1.025
	—	1,363,344,427	844,172	1,364,188,599	1.117

VILLAGE OF WINNETKA, ILLINOIS

Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years December 31, 2022 (Unaudited)

	2012	2013	2014
Village of Winnetka			
General Corporate Rate	1.038	1.162	1.154
Special Service Area #3	0.397	0.437	0.413
Special Service Area #4	0.117	0.131	0.126
Special Service Area #5	0.115	0.117	0.108
Total Direct Tax Rate	1.667	1.847	1.801
Overlapping Rates			
Cook County	0.531	0.560	0.568
Elections	—	0.031	—
Forest Preserve	0.063	0.069	0.069
Metropolitan Water Reclamation District	0.370	0.417	0.430
Mosquito Abatement District	0.010	0.007	0.011
New Trier Township	0.047	0.061	0.062
New Trier High School	1.864	2.111	2.268
Community College 535	0.219	0.256	0.258
Winnetka School District (36)	3.094	3.331	3.386
Winnetka Public Library	0.203	0.230	0.233
Winnetka Park District	0.347	0.391	0.395
Total Overlapping Tax Rates	6.748	7.464	7.680
Total Direct and Overlapping Tax Rates	8.415	9.311	9.481

Data Source: Cook County Clerk

2015	2016	2017	2018	2019	2020	2021
1.203	1.013	0.994	0.805	0.760	1.025	1.117
0.402	0.352	0.326	0.234	0.247	—	—
0.122	—	—	—	—	—	—
0.109	—	—	—	—	—	—
1.836	1.365	1.320	1.039	1.007	1.025	1.117
0.552	0.533	0.527	0.319	0.275	0.272	0.243
0.034	—	—	—	0.030	—	—
0.069	0.063	0.062	0.060	0.059	0.058	0.072
0.426	0.406	0.402	0.396	0.389	0.378	0.382
0.012	0.010	0.010	0.010	0.009	0.009	0.009
0.066	0.049	0.057	0.053	0.051	0.053	0.060
2.380	1.974	1.993	2.111	2.028	2.085	2.322
0.271	0.231	0.232	0.246	0.221	0.227	0.252
3.354	3.049	3.002	3.220	3.149	3.015	3.285
0.246	0.209	0.210	0.225	0.217	0.223	0.249
0.419	0.354	0.357	0.383	0.375	0.389	0.435
7.829	6.878	6.852	7.023	6.803	6.709	7.309
9.665	8.243	8.172	8.062	7.810	7.734	8.426

VILLAGE OF WINNETKA, ILLINOIS

Principal Property Tax Payers - Current Fiscal Year and Nine Fiscal Years Ago December 31, 2022 (Unaudited)

Taxpayer	2022			2013		
	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value
Chicago Title Land Trust	\$ 10,647,663	1	0.78%			
Individual	7,827,368	2	0.57%	\$ 3,537,691	1	0.26%
Individual	5,384,322	3	0.39%	3,089,798	2	0.23%
Individual	4,632,907	4	0.34%	2,881,482	3	0.22%
Individual	3,698,335	5	0.27%	2,852,250	4	0.21%
Individual	3,560,694	6	0.26%	2,386,212	6	0.18%
Individual	3,292,970	7	0.24%	2,058,688	10	0.15%
Individual	3,157,702	8	0.23%			
521 Green Bay Road LLC	2,950,080	9	0.22%			
Individual	2,947,963	10	0.22%			
319 Sheridan LLC				2,739,879	5	0.21%
Hulsizer & Makowiec				2,219,665	7	0.17%
AH2 Signal Hill LTD				2,179,119	8	0.16%
Gould & Rathner LLC				2,100,386	9	0.16%
Totals	<u>48,100,004</u>		<u>3.53%</u>	<u>26,045,170</u>		<u>1.95%</u>

Data Source: Cook County Tax Extension Office

Note: Based on the 2021 EAV of \$1,364,188,599

VILLAGE OF WINNETKA, ILLINOIS

Property Tax Levies and Collections - Last Ten Fiscal Years December 31, 2022 (Unaudited)

Fiscal Year	Tax Levy Year	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
			Amount	Percentage of Levy		Amount	Percentage of Levy
2013*	2012	\$ 13,875,587	\$ 6,551,164	47.21%	\$ N/A	\$ 6,551,164	47.21%
2014	2013	14,222,477	13,927,317	97.92%	N/A	13,927,317	97.92%
2015	2014	14,302,483	13,907,922	97.24%	N/A	13,907,922	97.24%
2016	2015	14,416,903	14,164,385	98.25%	N/A	14,164,385	98.25%
2017	2016	14,589,906	14,264,609	97.77%	N/A	14,264,609	97.77%
2018	2017	14,706,625	14,329,068	97.43%	N/A	14,329,068	97.43%
2019	2018	14,838,985	14,609,390	98.45%	N/A	14,609,390	98.45%
2020	2019	15,047,473	14,670,613	97.50%	N/A	14,670,613	97.50%
2021	2020	15,161,834	14,725,491	97.12%	N/A	14,725,491	97.12%
2022	2020	15,236,127	12,437,763	81.63%	N/A	12,437,763	81.63%

Note: Fiscal year 2013* collections represent the second installment (partial) only.

*For the nine months ended December 31, 2013.

N/A - Currently Not Available

Data Source: Cook County Tax Extension Office

VILLAGE OF WINNETKA, ILLINOIS

Ratios of Outstanding Debt by Type - Last Ten Fiscal Years December 31, 2022 (Unaudited)

Fiscal Year	Governmental Activities	Business-Type Activities	Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
	General Obligation Bonds	General Obligation Bonds			
2013*	\$ 460,000	\$ 9,000,000	\$ 9,460,000	4.53%	\$ 776.24
2014	—	16,500,000	16,500,000	7.81%	1,328.29
2015	—	15,825,000	15,825,000	7.63%	1,267.01
2016	—	15,145,000	15,145,000	7.15%	1,220.68
2017	—	14,460,000	14,460,000	6.96%	1,162.66
2018	—	13,765,000	13,765,000	6.35%	1,100.85
2019	—	13,060,000	13,060,000	5.92%	1,060.41
2020	—	13,043,694	13,043,694	5.22%	1,067.93
2021	—	12,105,009	12,105,009	4.84%	970.34
2022	—	11,596,324	11,596,324	5.58%	932.41

*For the nine months ended December 31, 2013.

Data Source: Village's Records

Note: Details regarding the Village's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

VILLAGE OF WINNETKA, ILLINOIS

Ratios of General Bonded Debt Outstanding - Last Ten Fiscal Years December 31, 2022 (Unaudited)

Fiscal Year	Gross General Obligation Bonds	Less: Amounts Available For Debt Service	Total	Percentage of Total Taxable Assessed Value of Property (1)	Per Capita (2)
2013*	\$ 9,460,000	\$ 342,761	\$ 9,117,239	0.68%	\$ 748.11
2014	16,500,000	—	16,500,000	1.35%	1,328.29
2015	15,825,000	—	15,825,000	1.28%	1,267.01
2016	15,145,000	—	15,145,000	1.26%	1,220.68
2017	14,460,000	—	14,460,000	1.00%	1,162.66
2018	13,765,000	—	13,765,000	0.93%	1,100.85
2019	13,060,000	—	13,060,000	0.91%	1,060.41
2020	13,043,694	—	13,043,694	0.87%	1,067.93
2021	12,105,009	—	12,105,009	0.82%	970.34
2022	11,596,324	—	11,596,324	0.85%	932.41

*For the nine months ended December 31, 2013.

Data Source: Village Records

Note: Details regarding the Village's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Assessed Value and Actual Value of Taxable Property for equalized assessed value data.

(2) See the Schedule of Demographic and Economic Statistics for population data.

VILLAGE OF WINNETKA, ILLINOIS

Schedule of Direct and Overlapping Governmental Activities Debt December 31, 2022 (Unaudited)

Governmental Unit	Gross Debt	Percentage of Debt Applicable to Village (1)	Village's Share of Debt
Village of Winnetka	\$ —	100.00%	\$ —
School Districts:			
New Trier High School	118,640,000	25.67%	30,454,888
Oakton Community College No. 535	42,855,000	5.59%	2,395,595
School District No. 36 (Winnetka)	38,390,000	98.02%	37,629,878
School District No. 37 (Avoca)	8,005,000	6.19%	495,510
School District No. 38 (Kenilworth)	5,650,000	9.36%	528,840
Total School Districts	213,540,000		71,504,711
Other Agencies:			
Cook County	2,405,537,120	0.78%	18,763,190
Forest Preserve District	98,005,000	0.78%	764,439
Metropolitan Water Reclamation	2,585,694,346	0.79%	20,426,985
Glencoe Park District	6,915,000	0.89%	61,544
Winnetka Park District	14,240,000	92.78%	13,211,872
Total Other Agencies	5,110,391,466		53,228,030
Total Overlapping Debt	5,323,931,466		124,732,741
Total Direct and Overlapping Debt	5,323,931,466		124,732,741

(1) The 2022 information is not available as of the date of this report. 2021 data shown.

(2) Determined by ratio of equalized assessed value of property subject to taxation in overlapping unit to value of property subject to taxation in the Village.

(3) Amount in column (2) multiplied by amount in column (1).

Data Source: Cook County Tax Extension Office

VILLAGE OF WINNETKA, ILLINOIS

Legal Debt Margin

December 31, 2022 (Unaudited)

The Village is a home rule municipality.

Article VII, Section 6(k) of the 1970 Illinois constitution governs computation of legal debt margin.

The General Assembly may limit by law the amount and require referendum approval of debt to be incurred by some home rule municipalities, payable from ad valorem property tax receipts, only in excess of the following percentages of the assessed value of its taxable property...(2) if its population is more than 25,000 and less than 500,000 an aggregate of one percent: indebtedness which is outstanding on the effective date (July 1, 1971) of this constitution or which is thereafter approved by referendum...shall not be included in the foregoing percentage amounts.

To date the General Assembly has set no limits for home rule municipalities.

VILLAGE OF WINNETKA, ILLINOIS

Pledged-Revenue Coverage - Last Ten Fiscal Years December 31, 2022 (Unaudited)

Fiscal Year		Property and Sales Tax Revenues	Principal	Interest	Coverage
2013*	\$	7,318,436	440,000	21,975	15.84
2014		14,485,286	460,000	16,447	30.40
2015		14,374,595	N/A	N/A	N/A
2016		14,526,383	N/A	N/A	N/A
2017		14,716,114	N/A	N/A	N/A
2018		14,894,494	N/A	N/A	N/A
2019		16,338,898	N/A	N/A	N/A
2020		16,456,717	N/A	N/A	N/A
2021		17,022,087	N/A	N/A	N/A
2022		17,897,896	N/A	N/A	N/A

*For the nine months ended December 31, 2013.

Data Source: Village Records

Notes: Details regarding the Village's outstanding debt can be found in the notes to the financial statements.

N/A - Bonds were paid off in 2014.

VILLAGE OF WINNETKA, ILLINOIS

Demographic and Economic Statistics - Last Ten Fiscal Years December 31, 2022 (Unaudited)

Fiscal Year	(1) Population	Personal Income (in Thousands)	Per Capita Personal Income	(1) Median Age	(2) School Enrollment	Unemployment Rate
2013*	12,187	\$ 208,750	\$ 102,867	42.8	4,453	3.50%
2014	12,422	211,250	100,440	41.8	5,153	3.50%
2015	12,490	207,540	98,139	40.5	5,153	3.50%
2016	12,407	211,773	98,139	41.4	5,153	3.70%
2017	12,437	207,857	102,663	40.8	5,419	5.10%
2018	12,504	216,875	110,560	41.3	5,568	3.80%
2019	12,316	220,577	118,029	41.8	5,692	4.20%
2020	12,214	250,001	123,329	42.3	5,698	8.40%
2021	12,475	250,001	134,596	42.1	5,667	4.70%
2022	12,437	207,857	102,663	40.8	5,722	5.50%

*For the nine months ended December 31, 2013.

Data Sources

(1) U.S. Department of Commerce, Bureau of the Census

(2) Data provided by School District Administrative Offices

VILLAGE OF WINNETKA, ILLINOIS

Principal Employers - Current Fiscal Year and Nine Fiscal Years Ago December 31, 2022 (Unaudited)

Employer	2022			2013		
	Employees	Rank	Percentage of Total Village Employment*	Employees	Rank	Percentage of Total Village Employment*
New Trier High School East	670	1	13.87%	483	1	9.72%
School District 36	340	2	7.04%	221	2	4.45%
Village of Winnetka	156	3	3.23%	155	3	3.10%
North Shore Country Day School	140	4	2.90%	115	6	2.27%
Coldwell Banker	130	5	2.69%	113	5	2.31%
Baird & Warner, Inc.	65	6	1.35%			
BMO Harris Bank	50	7	1.04%	65	7	1.31%
Sacred Heart School	45	8	0.93%	45	9	0.91%
Faith, Hope, & Charity School	45	9	0.93%	43	10	0.87%
Infodata Corp	41	10	0.85%			
Dyson, Dyson & Dunn, Inc.				150	4	3.02%
Killian Co., V.J.				45	8	0.91%
	<u>1,682</u>		<u>34.83%</u>	<u>1,435</u>		<u>28.87%</u>

Data Sources: 2022 Illinois Manufacturers Directory, 2022 Illinois Services Directory and a selective telephone survey.

*Note: Total employment was determined by staff estimation.

VILLAGE OF WINNETKA, ILLINOIS

**Full-Time Equivalent Village Government Employees by Function - Last Ten Fiscal Years
December 31, 2022 (Unaudited)**

See Following Page

VILLAGE OF WINNETKA, ILLINOIS

Full-Time Equivalent Village Government Employees by Function - Last Ten Fiscal Years December 31, 2022 (Unaudited)

Function	2013*	2014	2015
General Government			
Administration	5.0	5.0	4.5
Finance	14.0	14.0	13.0
Public Works	18.0	18.5	19.0
Police	36.0	35.0	37.5
Fire	26.0	26.0	25.0
Community Development	8.0	7.0	6.5
Water	7.0	7.0	7.0
Sewer	3.5	2.5	2.5
Stormwater Sewer	—	2.5	2.5
Electric	26.3	26.3	23.5
Refuse	7.0	7.0	8.0
Totals	150.8	150.8	149.0

*For the nine months ended December 31, 2013.

Data Source: Village Records

2016	2017	2018	2019	2020	2021	2022
6.5	6.5	6.0	5.0	7.0	7.0	7.0
11.5	12.5	10.5	10.5	10.5	10.5	10.5
20.0	22.0	25.0	27.0	27.0	25.0	25.0
36.5	35.0	35.0	37.5	35.0	35.0	35.0
26.5	27.5	27.0	27.0	27.5	26.0	27.5
6.5	6.5	7.0	7.0	7.0	7.0	6.0
7.0	7.0	7.0	7.0	7.0	7.0	7.0
1.0	1.0	2.0	2.0	2.0	2.0	2.0
2.0	2.0	2.0	2.0	2.0	2.0	2.0
28.5	26.5	28.0	23.0	23.0	22.0	29.0
8.0	7.0	6.0	7.0	5.0	5.0	5.0
154.0	153.5	155.5	155.0	153.0	148.5	156.0

VILLAGE OF WINNETKA, ILLINOIS

Operating Indicators by Function/Program - Last Ten Fiscal Years December 31, 2022 (Unaudited)

Function/Program	2013*	2014	2015
Public Works			
Forestry			
Number of Parkway Trees Planted	N/A	N/A	225
Fleet Services			
Number of Vehicles Maintained	N/A	N/A	143
Preventative Maintenance Services	N/A	N/A	470
Public Safety			
Fire			
Calls for Service	N/A	2,150	2,150
Number of Training Hours	N/A	7,250	6,316
ISO Rating	3	3	3
Police			
Crimes Against Persons	N/A	N/A	94
Crimes Against Property	N/A	N/A	204
Crimes Against Society	N/A	N/A	N/A
Calls for Service	N/A	N/A	7,449
State Tickets Issued	N/A	N/A	804
Compliance Tickets Issued	N/A	N/A	181
Community Development			
Number of Building Permits Issued	N/A	N/A	1,212
Number of Building Inspections	N/A	N/A	3,197
Highways and Streets			
Sidewalk Replaced (Sq. Ft.)	N/A	N/A	8,700
Annual Resurfacing Program (\$)	1,008,890	N/A	1,350,537
Water and Sewer			
Water Meters Read	N/A	N/A	37,500
Total Distribution Pumpage (1,000 Gallons)	937,610	1,035,500	1,000,092
Sanitary Sewer Repairs	N/A	N/A	6,605

N/A - Currently Not Available

*For the nine months ended December 31, 2013.

Data Source: Village Records

Note: Indicators are not available for the general government function.

2016	2017	2018	2019	2020	2021	2022
168	215	128	170	168	192	174
135	138	136	119	115	120	127
218	253	263	280	275	272	269
2,119	2,169	2,222	2,209	1,981	2,159	2,231
6,174	8,844	6,000	6,420	4,951	5,143	6,722
3	3	3	3	3	3	3
82	151	110	80	125	14	36
209	199	131	149	337	163	228
N/A	N/A	N/A	N/A	N/A	32	47
7,670	15,610	22,959	22,102	19,792	19,768	18,736
834	873	1,013	1,074	759	756	652
138	136	215	197	190	209	153
1,344	1,200	1,164	1,105	1,170	1,281	1,159
3,401	2,922	2,879	2,376	2,059	2,657	2,664
17,777	15,908	36,373	22,746	15,013	23,012	21,613
1,345,014	1,406,230	1,417,211	834,695	991,195	1,182,977	774,356
37,500	37,500	37,500	37,500	37,500	37,500	37,500
1,036,306	1,055,907	1,064,100	1,074,741	1,144,754	1,470,389	1,486,011
15	12	4	6	5	7	5

VILLAGE OF WINNETKA, ILLINOIS

Capital Asset Statistics by Function/Program - Last Ten Fiscal Years December 31, 2022 (Unaudited)

Function/Program	2013*	2014	2015
Police			
Stations	1	1	1
Patrol Units	9	9	9
Fire Stations	1	1	1
Public Works			
Streets (Miles)	52	52	52
Sidewalks (Miles)	80	80	80
Streetlights	867	867	867
Water and Sewer			
Water Mains (Miles)	71	71	71
Fire Hydrants	667	667	667
Sanitary Sewers (Miles)	47	47	47

*For the nine months ended December 31, 2013.

Data Source: Village Records

2016	2017	2018	2019	2020	2021	2022
1	1	1	1	1	1	1
9	9	9	9	9	9	9
1	1	1	1	1	1	1
52	52	52	52	52	52	52
80	80	80	80	80	80	80
867	867	867	867	867	867	867
71	71	71	71	71	71	71
667	667	667	667	667	667	667
47	47	47	47	47	47	47



THE VILLAGE OF
Winnetka

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510 Green Bay Road,
Winnetka, IL 60093
847-501-6000

POPULAR ANNUAL FINANCIAL REPORT

December 31, 2022



A MESSAGE FROM THE VILLAGE PRESIDENT



Dear Neighbors,

I am pleased to present the 2022 Popular Annual Financial Report for the Village of Winnetka for the year ending December 31, 2022. The purpose of this report is to promote transparency and to clearly present a summary view of Village finances

in an easily digestible format for the average resident. The Village's core financial policy is to maintain our long-standing tradition of fiscal discipline and stewardship, while delivering high levels of municipal service. We believe that promoting transparency of the Village's financial information is good governance and provides accountability to the residents we serve.

This Popular Annual Financial Report provides streamlined information from the Village's audited Annual Comprehensive Financial Report (ACFR) and the Annual Budget/Five Year Capital Improvement Plan. The Village received the Award for Outstanding Achievement in Popular Annual Financial Reporting for our 2021 Popular Annual Financial Report by the Government Finance Officers Association. The Village's annual financial reports, including the Annual Comprehensive Financial Report and the Budget document, can be viewed in the Fiscal Transparency section of the Village's website at villageofwinnetka.org/transparency.

At the beginning of 2022, the Village was still facing significant impacts from the global pandemic. Throughout the remainder of the year, the public health impacts from the pandemic largely dissipated, while the financial impacts to the economy in the form of continued supply chain disruption and persistently high inflation continued. Though these issues created challenges, the Village successfully navigated the year and moved forward on significant projects.

Overall, fiscal year 2022 was a great year to do business in the Village. Retail occupancy rates improved from 92.79% at the beginning of the year to 94.11% by year end, meaning fewer retail spaces were vacant. Sales tax revenue, a leading economic indicator for the Village, improved by 13.40%, and according to the Cook County House Price Index, Winnetka area home values increased an average of 7.29%. These economic indicators show that people want to live and shop in Winnetka.

During the year, we made significant capital investments throughout the Village. In July 2022, the Village broke ground on the first phase of the Stormwater

Improvements project, which includes construction of underground storage facilities at Duke Childs and Little Duke Fields. This phase of a multi-year project will provide over 25 million gallons of stormwater storage and is largely funded by a \$16 million stormwater grant received from the Illinois Department of Commerce and Economic Opportunity.

Over the last several years, the Village has made major investments in its downtown business districts. In 2022, the Village completed the fourth phase of the streetscape improvements project, with work occurring in the West Elm business district. During the year, the Village finalized plans for the site at 93 Green Bay Road, which will be transformed from a vacant space into a public gathering place that will serve as an entryway to the Indian Hill business district. Tala Coffee Roasters is renovating the former service station and plans to open in fall 2023.

Overall, the financial position of the Village remains strong. Annual budgets are balanced, fund balance reserves have been maintained, and the Village's debt burden remains low. In November, Moody's Investor Services reaffirmed the Village's Aaa (Stable) bond rating, which is their top rating.

If you have any questions or comments regarding the information presented in this report, or any other Village financial report, please contact the Village's Finance Department at [847-501-6000](tel:847-501-6000).

Sincerely,

A handwritten signature in blue ink, which appears to read "Chris Rintz". The signature is fluid and cursive.

Chris Rintz
Village President



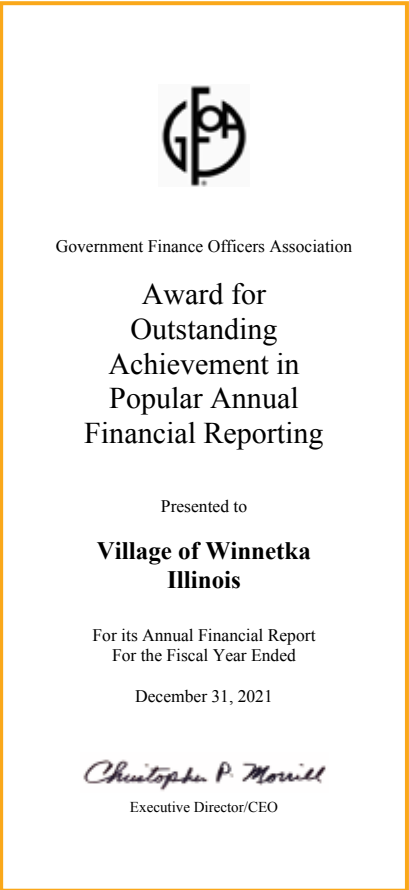
ABOUT THE VILLAGE OF WINNETKA

The Village of Winnetka is located seventeen miles north of the City of Chicago on the west shore of Lake Michigan and is primarily a residential community. The Village was incorporated in 1869, prior to the adoption of the first State of Illinois Constitution, and thus enjoys Special Charter status with the State of Illinois. In 2005, the Village adopted Home-Rule status that provides additional legislative and revenue raising powers. To date, the Village has not utilized any of these new revenue-raising powers.

The Village is approximately 3.9 square miles. The 2020 federal census records a Village population of 12,744, which is an increase of 557 people or 4.6% compared to the 2010 census. Our community is over 75% residential and its economic base is rooted primarily in the service industry, which includes restaurants, professional practices, and light retail. There are three business districts within the Village, all located adjacent to three commuter rail stations.

The Village is one of the most affluent in the Chicago area, having a median household income over \$250,000. The most recent assessed value of all Village property was \$1,364,188,599 for the 2021 levy year. Due to the high per capita income level in the Village and correspondingly large homes, eight of the ten principal property taxpayers in the Village are individuals with an average assessed property value of \$4.3 million on these properties.

The Village obtained a Aaa bond rating from Moody's Investors Service in 1989 on General Obligation debt issued. At that time, the Village was only one of three communities having a Aaa bond rating within the State of Illinois based solely upon the merits of the Community. Moody's has reaffirmed this rating on several occasions, most recently on November 3, 2022.



KEY FACTS ABOUT THE VILLAGE OF WINNETKA

Population (as of 2020 Census): 12,744

Population percent change (from 2010 Census): 4.6%

Households: 4,353

Median home value (owner occupied): \$1,123,700

Median household income: \$250,000+

Per capita income: \$143,109

High school graduate (or higher): 99.0%

Bachelor's degree (or higher): 90.4%

*Source: Quick Facts from U.S. Census Bureau Internet Site.

Awards and recognitions

In 2022, the Winnetka Finance Department received several awards from the Government Finance Officers Association of the United States and Canada. These awards include:

- Certificate of Achievement for Excellence in Financial Reporting
- Distinguished Budget Presentation Award
- Certificate of Achievement for our inaugural Popular Annual Financial Report.

The Village also retains a Aaa (Stable) rating by Moody's, the highest rating in the Moody's scale.

VILLAGE OF WINNETKA ELECTED OFFICIALS

The Village of Winnetka operates under the Council-Manager form of government. It is governed by the Village Council, which consists of an elected Village President and six Trustees. All members of the Village Council are elected for two-year terms, with Trustees elected at-large and serving staggered terms. As the elected representatives of Winnetka, the Village Council sets Village policy through the adoption of ordinances, resolutions, motions, and budgets.

CURRENT VILLAGE COUNCIL

Chris Rintz *Village President*
Kirk Albinson *Trustee*
Rob Apatoff *Trustee*
Tina Dalman *Trustee*
Bob Dearborn *Trustee*
Kim Handler *Trustee*
Bridget Orsic *Trustee*



VILLAGE COUNCIL MISSION

The Athenian Oath, over 2,000 years old, is still a cornerstone that guides Winnetka's public leaders, under a timeless code of civic responsibility. The Oath is prominently displayed on the north wall of the Village Hall Council Chambers as a reminder of the duties involved in governance. The quote below is the "Oath of Youths Coming of Age at Athens," as quoted in Joannes Stobaeus' Anthology:

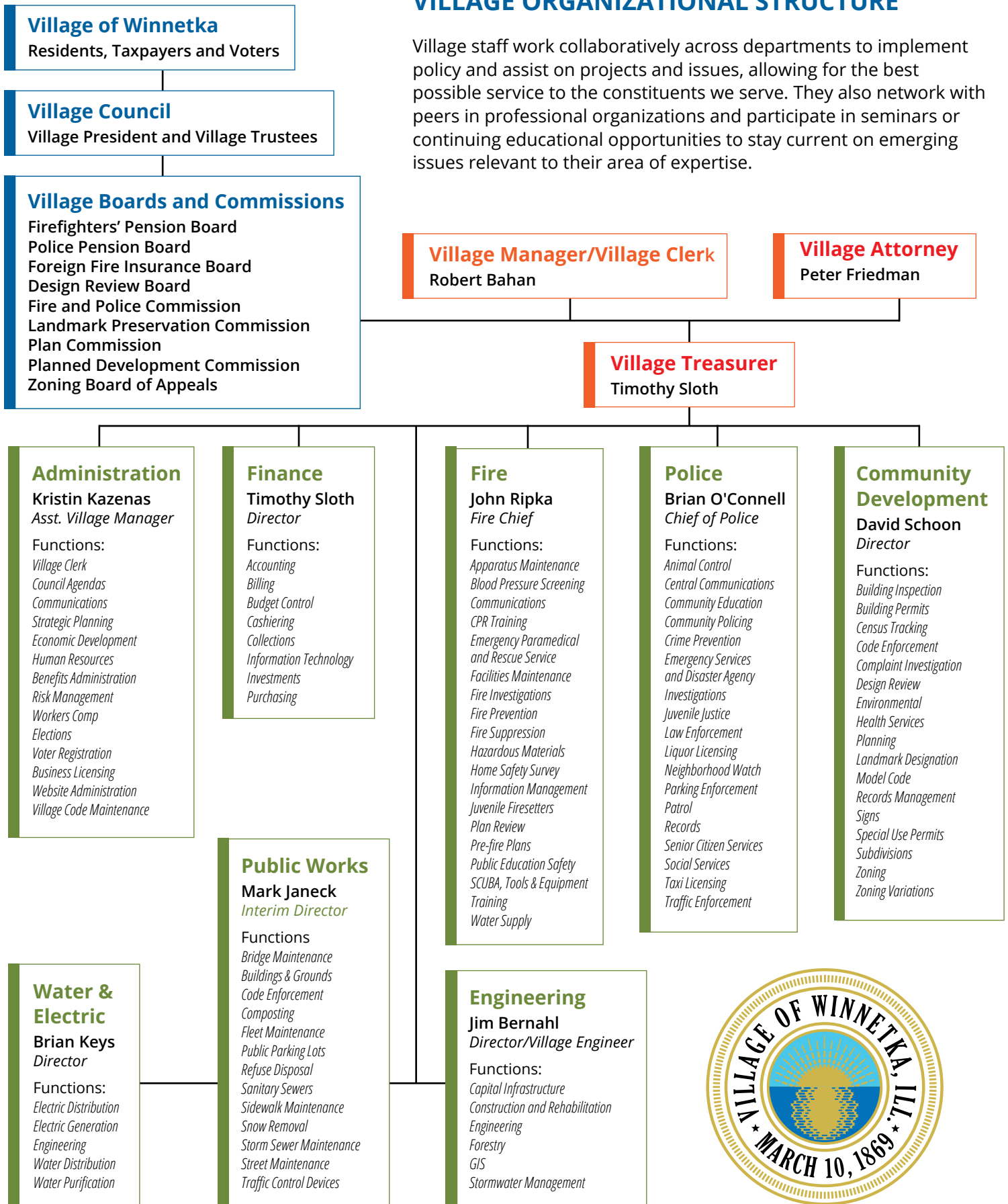
"We will never bring disgrace to this our city, by any act of dishonesty or cowardice, nor ever desert our suffering comrades in the ranks; we will fight for the ideals and sacred things of the city, both alone and with many; we will revere and obey the city's laws and do our best to incite a like respect in those above us who are prone to annul or set them at naught; we will strive unceasingly to quicken the public's sense of civic duty; thus in all these ways we will transmit this city not only not less, but greater, and more beautiful than it was transmitted to us."

Budgeted Staff Numbers by Department

	2021	2022
Village Manager's Office	7	7
Finance Department	9.5	9.5
Police Department	35.5	35.5
Fire Department	27	27
Community Development Department	7	7
Public Works Department	11.8	12.15
Engineering Department	2.6	2.85
Electric Department	24.05	24.05
Water Department	10.45	10.45
Sanitary Sewer Department	3.3	3.3
Refuse Department	8	7.5
Stormwater Department	3.8	3.7
Information Technology Department	1	1
Fleet Services Department	3	3

VILLAGE ORGANIZATIONAL STRUCTURE

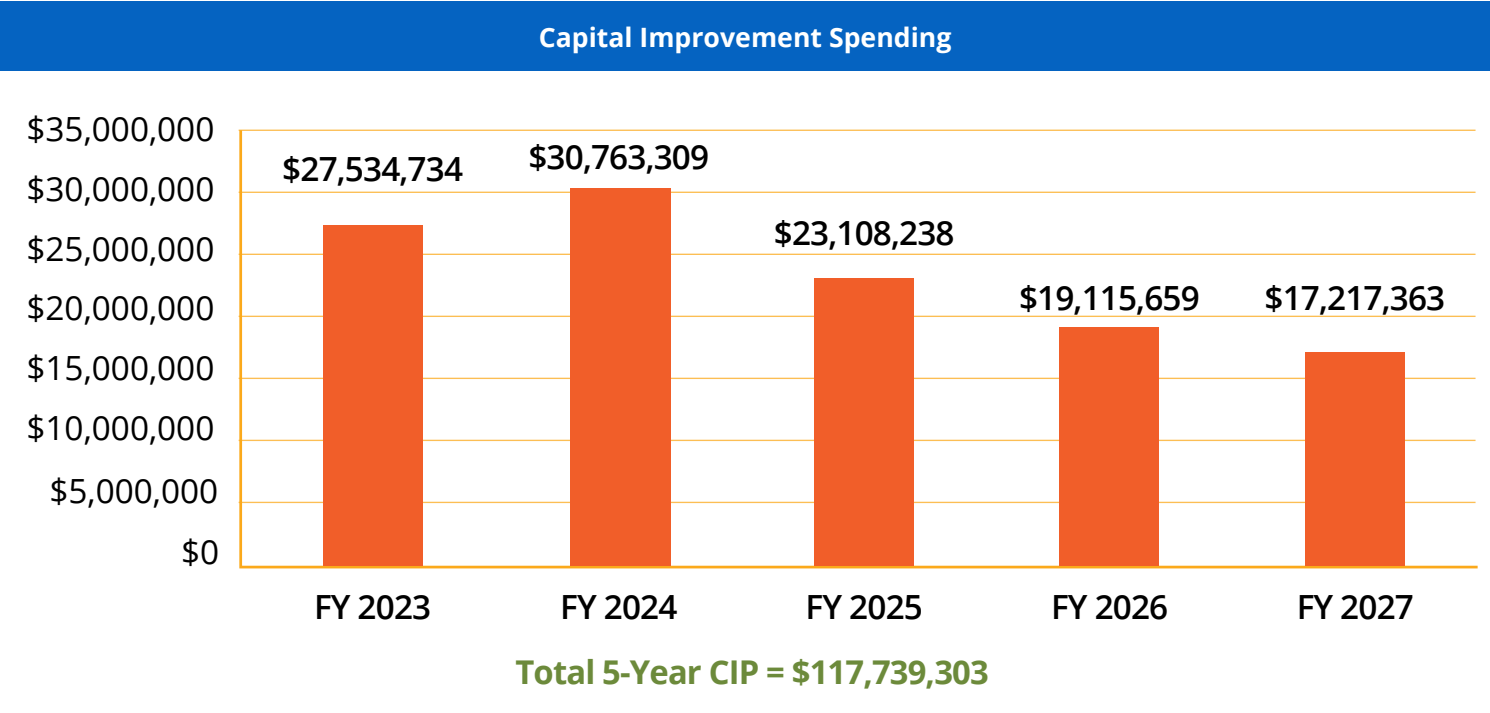
Village staff work collaboratively across departments to implement policy and assist on projects and issues, allowing for the best possible service to the constituents we serve. They also network with peers in professional organizations and participate in seminars or continuing educational opportunities to stay current on emerging issues relevant to their area of expertise.



CAPITAL IMPROVEMENT PLAN

The Capital Improvement Plan (CIP) is a multiyear plan covering a five-year period that helps the Village budget for and schedule necessary capital improvement projects. This plan also sets the proposed capital expenditures for the FY 2023 Budget. The CIP addresses repair and replacement of existing infrastructure as well as the development or acquisition of new facilities, property improvements and major equipment to accommodate community and organizational needs. As a planning tool, it enables the Village to identify

needed capital projects and coordinate scheduling, funding and construction. The CIP allows for the scheduling of improvement projects to ensure available funding while simultaneously funding the maintenance of the existing infrastructure to the community's expectations. The plan also fosters growth, development, and redevelopment in the Village of Winnetka. Without well-maintained infrastructure, the Village will struggle to maintain and attract businesses, residents, and visitors. The table below details total capital spending over the next five years:



The chart below details key categories of spending planned over the next five years.

Expenses	Dollars	Percentage
Bridges	\$150,000	0.1%
Buildings	\$1,216,300	1.0%
Electric Distribution	\$11,637,776	9.9%
Electric Plant	\$4,377,000	3.7%
Electric Substations	\$951,000	0.8%
Equipment Miscellaneous	\$875,000	0.7%
Other	\$300,000	0.3%
Planning	\$970,000	0.8%
Storm Sewer/ Drainage	\$52,559,619	44.6%
Street Construction	\$5,075,000	4.3%
Street Paving	\$50,000	0.04%
Street Reconstruction	\$12,966,000	11.0%
Vehicles	\$6,023,708	5.1%
Wastewater	\$3,200,000	2.7%
Water Distribution	\$15,307,900	13.0%
Water Plant	\$2,080,000	1.8%
Total	\$117,739,303	100.0%



Below is a partial list of key capital initiatives for fiscal year 2023:

- Downtown revitalization East Elm Project \$1,310,000
- Site redevelopment at 93 Green Bay Road \$620,000
- Stormwater/flood prevention initiatives \$14,332,910
- Roadway, sidewalk and parking lot improvements \$1,871,000
- Upgrade village vehicles and equipment \$395,000
- Village Hall and other facility improvements \$391,300
- Motor Fuel Tax projects (bridges and road repair) \$275,000
- Other downtown revitalization improvements \$290,000
- Electric overhaul of turbine #4 \$764,000
- Electric repair of rotor #4 \$529,000
- Electric plant facility improvements \$700,000
- Other electric system improvements \$1,744,024
- Village drinking water system improvements \$3,022,507
- Lead service line replacements \$690,000
- Sanitary sewer improvements \$600,000

The total planned capital spending for 2023 is \$27,534,734

FISCAL CONDITION

Net position over time serves as an indicator of the Village’s financial position and viability. The Village’s total net position remains in good standing in 2022 with total assets exceeding total liabilities by \$132,178,778, an increase of \$10.0 million, or 8.19% compared to 2021. Net position within governmental activities increased by \$928,491, or 1.6% compared to 2021, while net position within business activities increased by \$9.1 million, or 13.9% compared to 2021.

The graph below shows growth of the Village’s total net position, governmental net position, and general fund balance for the last five years (in millions of dollars) reflecting the overall strong financial performance of the Village and investment in infrastructure.

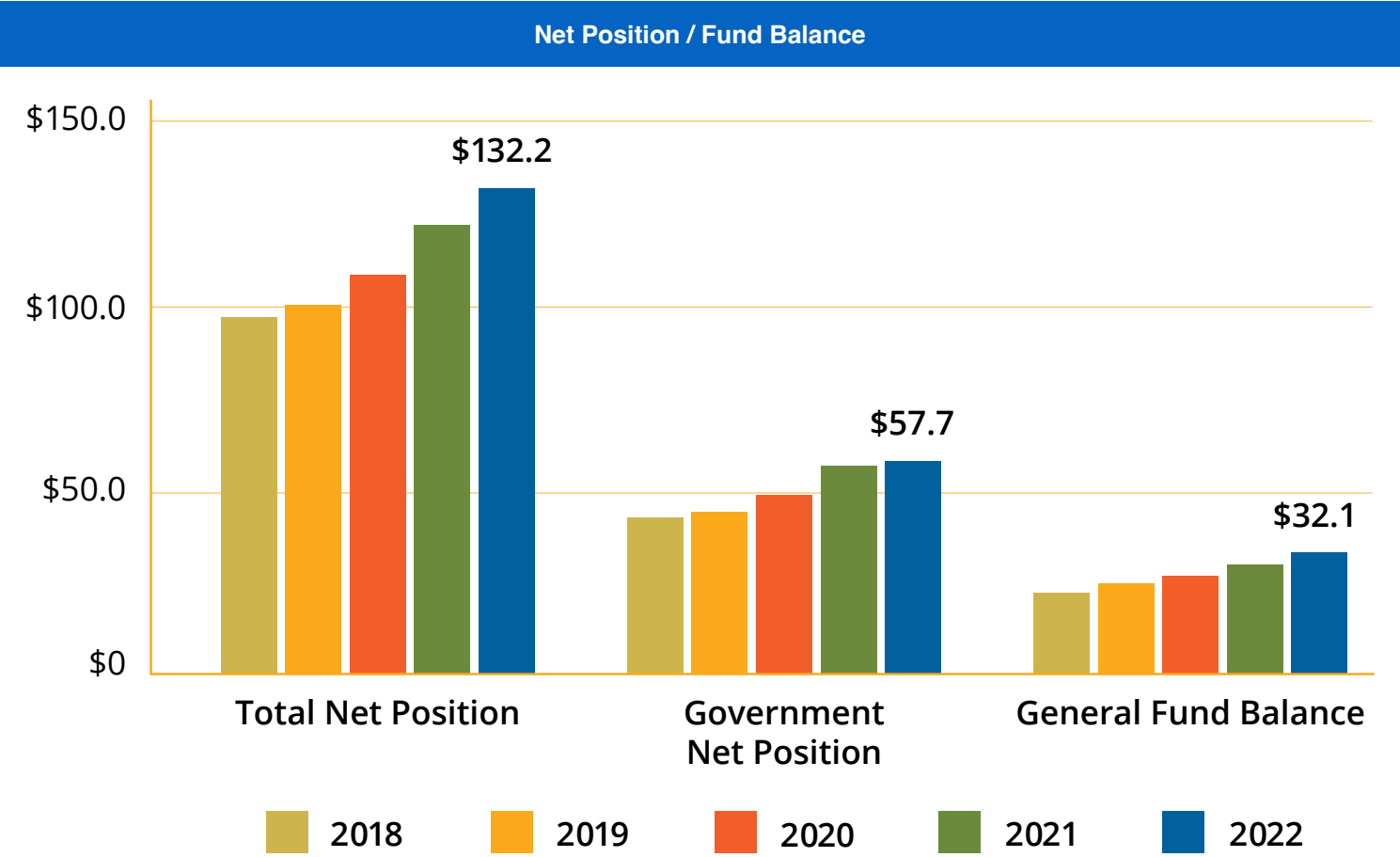
DEFINITION OF ACTIVITIES

For the table on pages 8 and 9

Governmental activities of the Village are those that are typically supported by taxed and intergovernmental revenues (such as state shared revenues). They include general government, public safety, community development, public works, and internal service funds. The Village’s general fund is the largest governmental-type fund and accounts for the majority of governmental activities.

Business activities of the Village are those that are intended to recover all or a significant portion of their costs through user fees and charges. Business activities include electric, water, sewer/storm sewer utilities, and refuse collection.

Fiduciary activities, such as employee pension plans, are not available to fund Village programs and therefore are not included in the government-wide statements.



The table below is from the Village's audited 2022 Annual Comprehensive Financial Report, which is available in the Transparency section of the Village website: villageofwinnetka.org/transparency

Statement of Net Position						
	DEC 2022		DEC 2021		DEC 2022	DEC 2021
	Governmental Activities	Business-Type Activities	Governmental Activities	Business-Type Activities	Total Primary Government	Total Primary Government
ASSETS						
Current Assets	\$62,446,421	27,240,111	\$62,119,237	38,691,199	89,686,532	100,810,436
Capital Assets	50,403,355	67,486,081	49,547,092	48,830,318	117,871,436	98,377,410
Total Assets	112,849,776	94,708,192	111,666,329	87,521,517	207,557,968	199,187,846
Deferred Outflows	15,200,210	4,727,616	3,287,541	1,612,774	19,927,826	4,900,315
Total Assets/ Deferred Outflows	128,049,986	99,435,808	114,953,870	89,134,291	227,485,794	204,088,161
LIABILITIES						
Current Liabilities	3,700,426	5,563,185	2,934,383	2,990,735	9,263,611	5,925,118
Long-Term Liabilities	41,544,218	19,044,717	18,723,938	14,578,610	60,588,935	33,302,548
Total Liabilities	45,244,644	24,607,902	21,658,321	17,569,345	69,852,546	39,227,666
Deferred Inflows	25,092,062	362,408	36,510,760	6,176,603	25,454,470	42,687,363
Total Liabilities/ Deferred Inflows	70,336,706	24,970,310	58,169,081	23,745,948	95,307,016	81,915,029
NET POSITIONS						
Net Investment in Capital Assets	50,403,355	56,574,504	59,200,472	48,015,012	106,977,859	107,215,484
Restricted	3,816,909	-----	3,390,907	-----	3,816,909	3,390,907
Unrestricted	3,493,016	17,890,994	(5,806,590)	17,373,331	21,384,010	11,566,741
Total Net Position	57,713,280	74,465,498	56,784,789	65,388,343	132,178,778	122,173,132

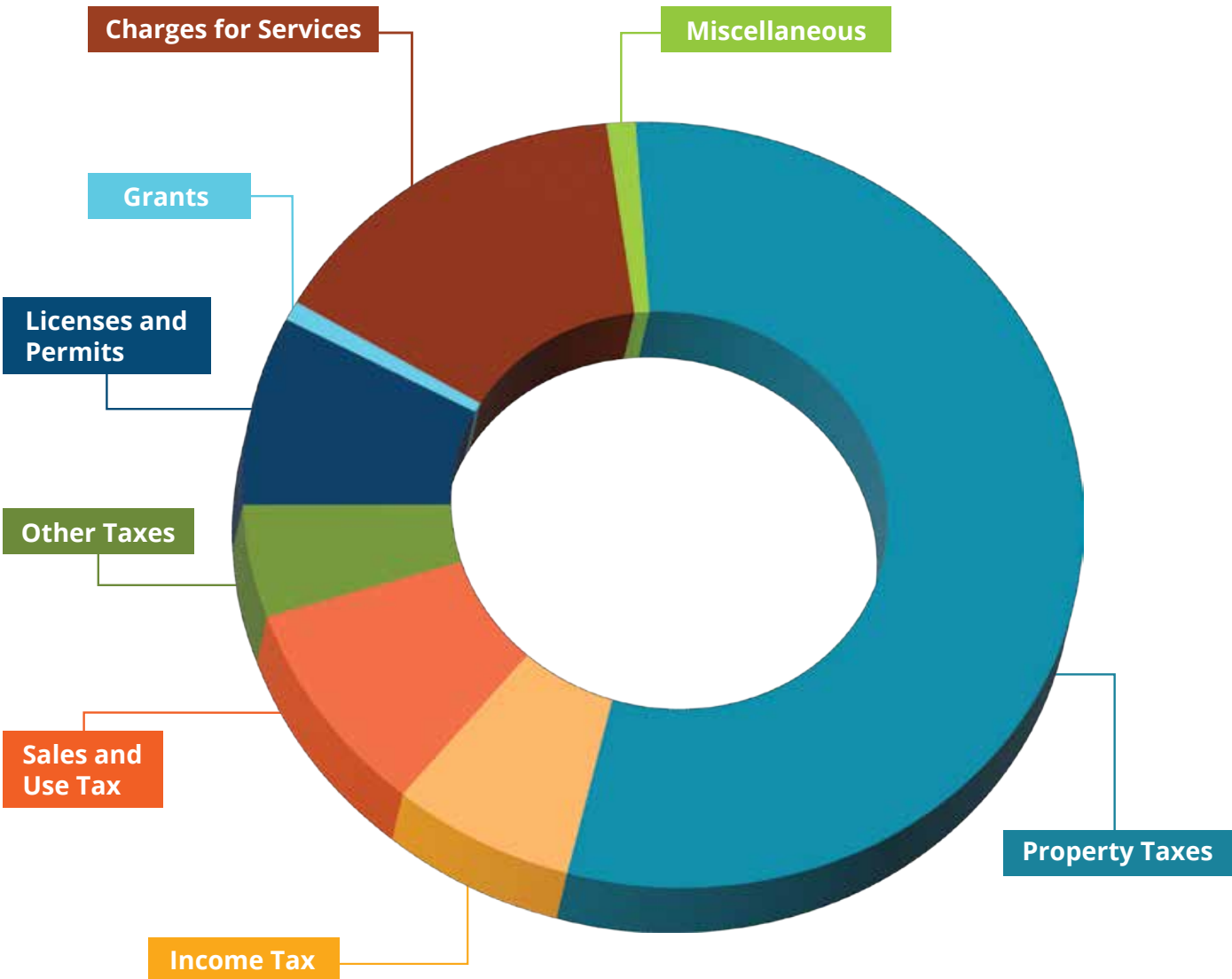
GENERAL FUND

The General Fund is the largest single operating fund in the Village of Winnetka. This fund supports the core municipal services provided by the Village and contains the Village’s seven major operating departments: Public Affairs/Village Manager, Finance, Police, Fire, Community Development, Public Works, and Engineering.

The Village’s general fund revenues include property and other taxes, licenses and permits, charges for services, intergovernmental revenue (including sales, income taxes, and grants), investment income and miscellaneous revenues. Total general fund revenues (excluding transfers from other funds) equaled \$27,465,380.



General Fund Revenues - December 31, 2022



General Fund Revenues

Property Taxes	\$15,319,444
Income Tax	\$2,076,600
Sales and Use Tax	\$2,576,310
Other Taxes	\$1,329,494
Licenses and Permits	\$2,286,551
Grants	\$226,101
Charges for Services	\$4,031,837
Investment Income/(Loss)	(\$537,943)
Miscellaneous	\$156,986
Total	\$27,465,380

GENERAL FUND EXPENSES

The general fund ended the year \$1,693,376 under budget. All departments ended 2022 under budget. Overall, the Village held the line on expenditures. Operating expenditures driven by contractual services were approximately \$540,000 under budget while capital budgets came in \$735,000 under budget. The Village did not utilize its \$300,000 budgeted contingency in 2022.

The chart below shows the different departments within the general fund comparing budget to actual amounts. All departments ended the year under budget.

	Budget	Actual
Department		
General Government	\$3,351,187	\$3,318,145
Police Department	\$7,721,450	\$7,588,677
Fire Department	\$6,159,874	\$5,956,956
Community Development	\$1,746,360	\$1,633,671
Public Works/Engineering	\$6,588,999	\$5,677,045
Contingency	\$300,000	-----
Total	\$25,867,870	\$24,174,494



LONG-TERM DEBT

In 2020, the Village took advantage of historically low interest rates and issued Series 2020 bonds, which refinanced outstanding 2013 and 2014 bonds, saving \$3.5 million (NPV) in interest. In 2022, the Village retired an additional \$495,000 of these bonds, reducing its total outstanding bonded debt to \$11,350,000. This entire amount is General Obligation Bonds, which are usually funded from property taxes, however, it is anticipated that the annual debt service will continue to be abated and these bonds will be repaid from the Stormwater fund, as the original bonds were issued to finance capital improvements associated with the Stormwater Master Plan.

The Village reviews existing debt obligation structure, current and projected surplus from operations, and future liability levels before making decisions to issue new debt. The Village has consistently retained a Aaa bond rating with a “Stable Outlook.”

	Fund Debt Retired by	Beginning Balances	Issuances	Retirement	Ending Balances
\$12,035,000 Taxable General Obligation Refunding Bonds of 2020, due in annual installments of \$190,000 to \$775,000 through December 15, 2040 plus interest at 2.50% to 2.75%.	Stormwater Fund	\$11,845,000	-----	\$495,000	\$11,350,000





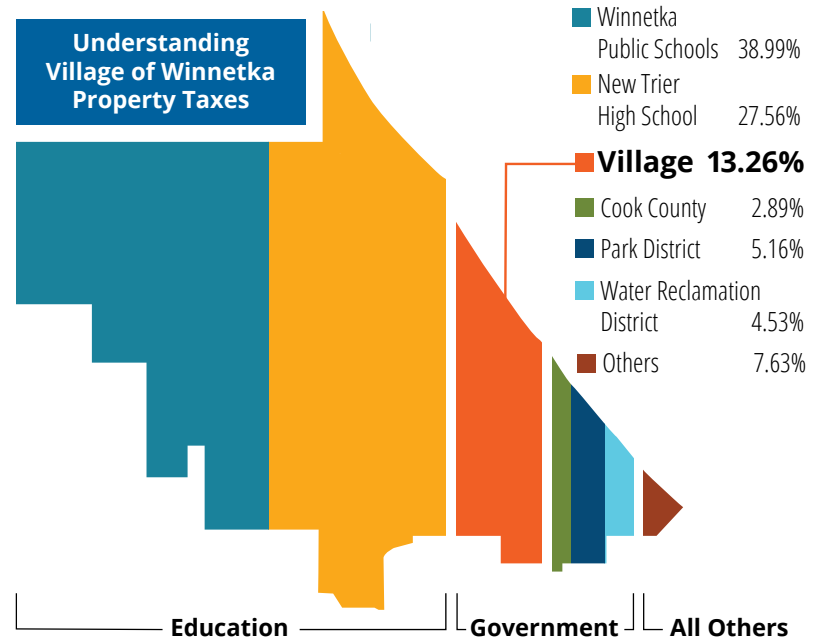
TYPES OF FUNDS

Government Funds	Proprietary Funds	Fiduciary Funds
The Village has five individual governmental funds. Detailed information regarding these funds is presented in the Annual Comprehensive Finance Report*. The five governmental funds are: • General Fund • Motor Fuel Tax Fund • Foreign Fire Tax Fund • Village Facilities Fund • Business District Revitalization Fund The basic governmental fund financial statements can be found in the Annual Comprehensive Financial Report on pages 31-34.	The Village has ten individual governmental funds. Detailed information regarding these funds is presented in the Comprehensive Annual Finance Report*. The ten proprietary funds are: • Electric Fund • Water Fund • Sanitary Sewer Fund • Refuse Fund • Storm Water Sewer Fund • Worker’s Compensation Fund** • Liability Insurance Fund** • Healthcare Insurance Fund** • Information Technology Fund** • Fleet Services Fund** The basic proprietary fund financial statements can be found in the Annual Comprehensive Financial Report on pages 35-40.	The Village has two Fiduciary funds. Fiduciary Funds are used to account for resources held for the benefit of parties outside the government entity. These funds are not reflected in the government-wide financial statements because the resources of the fiduciary funds are not available to support the Village’s own endeavors. The accounting use for fiduciary funds is much like that used for proprietary funds. The two fiduciary funds are: • Police Pension Fund • Fire Pension Fund The basic fiduciary fund financial statements can be found in the Annual Comprehensive Financial Report on pages 41-42.

*Available on the Village’s website at villageofwinnetka.org/transparency
 **These are internal service funds

TAX LEVY ANALYSIS

As Winnetka is largely a residential community without a large commercial tax base, the Village relies significantly on local property taxes to pay for traditional municipal services. A common misconception is that all money collected for property taxes goes to the Village. The image of Winnetka at right illustrates how each property tax dollar paid during calendar 2022 was allocated among the taxing districts, with the Village receiving 13.26 cents of every dollar paid. The Village relies on a combination of sales tax, property taxes, and other fees collected to provide the necessary revenue needed to deliver services to residents.



The chart below depicts community property tax growth for tax years 2001 to 2021 (payable in 2002 to 2022, due to the one-year lag in payment) levied by all taxing districts. This shows the impact of property taxes levied in 2001 on \$1,000,000 in property valuation versus property taxes levied in 2021 on \$1,000,000 in property

valuation. The total property tax bill for a home valued at \$1,000,000 in 2001 would have been \$16,112 and is estimated to have grown to \$24,570 by tax year 2021. The increase in the Village's portion is only 27.7%, which is much less than the 20-year increase in the consumer price index (CPI) of 59.2% for the same time period.

Comparisons of Property Taxes Paid Typical Taxing District in Winnetka 2001 Versus 2021 Tax Years

	2001*			2021**			Increase in Taxes Paid	% Change
	Home Value - \$1,000,000 Tax Rate	Taxes Paid	%	Home Value - \$1,000,000 Tax Rate	Taxes Paid	%		
Winnetka Public Schools	2.625	\$5,726	35.54%	3.285	\$9,579	38.99%	\$3,853	67.3%
New Trier High School	1.611	\$3,514	21.81%	2.322	\$6,771	27.56%	\$3,257	92.7%
Village of Winnetka	1.169	\$2,550	15.83%	1.117	\$3,257	13.26%	\$707	27.7%
Cook County	0.746	\$1,627	10.10%	0.243	\$709	2.89%	-\$918	-56.4%
Winnetka Park District	0.323	\$705	4.38%	0.435	\$1,268	5.16%	\$563	79.9%
Water Reclamation District	0.401	\$875	5.43%	0.382	\$1,114	4.53%	\$239	27.3%
All Others	0.511	\$1,115	6.92%	0.642	\$1,872	7.63%	\$757	67.9%
Total	7.386	\$16,112	100%	8.426	\$24,570	100%	\$8,458	52.5%
Consumer Price Index - U	175.100			278.802			CPI Increase: 59.2%	
CPI Index (1-2001 - 12-2021)	2001			2021				

* 2001 Property taxes paid in March and August 2002.

** 2021 Property taxes paid in March and December 2022.

GLOSSARY OF ACCOUNTING TERMS

Assessed Valuation:

A valuation set upon real estate and certain personal property by the County Assessor as a basis for levying property taxes.

Assets:

Property owned by a government of monetary value.

Balanced Budget:

Avoiding drawdown of fund balance from regular operations by ensuring that regular revenue meets or exceeds the budgeted amount for regular expenditures. The Village does not rely on one-time or non-recurring revenue sources in its definition of a balanced budget.

Bond:

A written promise to pay a specified sum of money (principal) at a specified future date (maturity date(s)). Also, periodic interest is paid at a specified percentage (interest rate) of the principal amount. Bonds are typically used to pay for expensive assets with a long useful life.

Budget:

A formal written financial plan for the Village for one fiscal year, which is approved by the Village Council. The budget includes a transmittal letter from the Village staff explaining the major budgetary issues. All planned revenues and expenditures and changes in financial position are included in the budget.

Capital Assets:

Assets generally worth more than \$50,000 and having a useful life of several years. Capital assets are also referred to as fixed assets. Capital

Improvement Plan:

A formal written financial plan for the Village's anticipated capital projects, generally over \$50,000 each, for the next five years. Projects to be implemented in the current fiscal year are prioritized and included in the annual budget.

Debt Service:

Payment of interest and principal to holders of the Village's outstanding debt instruments.

Depreciation:

Can be defined as either:

- 1) The reduction in useful life of capital assets attributable to wear and tear, deterioration, inadequacy, or obsolescence.
- 2) A portion of the capital asset's cost charged as an expense during a particular period.

Expenditure:

This term refers to an obligation incurred to acquire an asset, good or service regardless of when it is actually paid. This terminology is used in the Governmental fund types and includes the purchase of large capital items (like the purchase of a fire truck).

Expense:

The portion of an asset cost allocated as an expense to match revenue produced in the current period (see depreciation). Expenses also include goods and services rendered in the current period. This terminology is used in the enterprise and internal service type funds. The purchase of a capital asset is not shown as an expense in one year but rather, is reflected in the annual depreciation expense spread over the useful life of the capital asset.

Fund Balance:

The excess of a particular fund's assets over its liabilities. A negative fund balance is sometimes called a deficit. General

Obligation Bonds:

Bonds backed by a government's pledge of its taxing power to ensure repayment. These bonds have lower interest costs than other borrowings because of the high level of security afforded investors.

Intergovernmental:

Revenue received by the Village from another government. This includes funds from Cook County and the State of Illinois.

Revenue:

Income received by the Village. Some of the larger revenues and the basis upon which the revenues are determined are as follows:

Property Tax - Amount determined by the Village when it requests a specific dollar amount for the County Clerk to collect. The Village is not subject to tax caps as prescribed by the Property Tax Extension Limitation Law (PTELL) due to its home rule status.

Sales Taxes - The Village revenue amount generated is 1.00% of all retail sales credited as originating in Winnetka. The total retail sales tax rate in Winnetka as of 1/1/2022 for general merchandise was 9.00%. Sales taxes for future budget years are projected based on tax receipts from the previous year and a general assessment of the state of the economy.

Income Tax - One-twelfth (1/12) of the statewide amount collected through personal and corporate State income taxes is returned to the Village based on its population as a percentage of the State's population. This amount is estimated from trends in previous years and budgeted carefully due to the attempts to reduce this revenue share by the State Legislature.

Refuse Service - Revenue generated through monthly charges to residents designed to offset the cost of Village refuse service, recycling, and yard waste removal. Because the customer base in the Village rarely increases or decreases significantly, we anticipate stable revenue year over year, net of any rate increases.

Electric, Water, and Sewer Sales - Revenue generated from charges for electric service, water sales (in units consumed) and sewer services to offset the cost of electricity purchased by the Village and maintaining the water and sewer systems. The Village budgets for these services based on a three-year lookback at weather conditions. More favorable weather (heat or cool) tends to promote more substantial revenue for the utilities.

Natural Gas Tax - Revenue generated from a 5% tax assessed on customer natural gas bills. The Village budgets for this tax based on a three-year lookback at weather conditions. More favorable weather (heat or cool) tends to promote more substantial revenue for the utilities.

Telecommunications Tax - Revenue received by the Village from a 6% tax on telecommunication services in the community.

Tax Levy - The total dollar amount to be raised through general property taxes. A Village ordinance is passed directing the County Clerk as to the amount requested. The County then administers collection of the property taxes and remits payments to the Village.



Popular Annual Financial Report

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093

Standard Presort
ECRWSS
U.S. Postage
PAID
Permit No. 7
60093

Postal Customer
Winnetka, Illinois 60093

Village Telephone Numbers

Police/Fire/Paramedics Emergency	911
Police (non-emergency)	847-501-6034
Fire (non-emergency)	847-501-6029
Electric or Water Outages	847-501-2531
Refuse and Recycling Collection	847-716-3568
Manager/Finance Department	847-501-6000
Public Works Department	847-716-3568
Utility Department	847-716-3568
Utility Billing Services	847-446-9550
Community Development Department	847-716-3576
Engineering Department	847-716-3568

Village Council Meetings

Meetings are held at Village Hall at 510 Green Bay Road at 7 PM three Tuesdays a month. Agenda materials and videos of previous meetings are available at villageofwinnetka.org at "Agendas" or from the Village Manager's Office.

Village Council Emails

Contact Village Council:	contactcouncil@winnetka.org
Chris Rintz:	crintz@winnetka.org
Kirk Albinson:	kalbinson@winnetka.org
Rob Apatoff:	rapatoff@winnetka.org
Tina Dalman:	tdalman@winnetka.org
Robert Dearborn:	rdearborn@winnetka.org
Kim Handler:	khandler@winnetka.org
Bridget Orsic:	borsic@winnetka.org

Labor Day Refuse and Recycling Collection: For the week of September 4 - September 8, 2023

Monday collection will be on Tuesday.
Tuesday collection will be on Wednesday.
Wednesday collection will be on Thursday.
Thursday & Friday collection will be on Friday.



Agenda Item Executive Summary

TITLE: Voluntary Lead Water Service Line Replacement Program - Policy Direction

PRESENTER: Brian Keys

AGENDA DATE: July 18, 2023

CONSENT: No

ITEM TYPE: Presentation

ITEM HISTORY:

Village Council Study Session dated September 13, 2022

Village Council Meeting dated October 28, 2022

EXECUTIVE SUMMARY:

As part of the 2023 Water Fund Budget, a voluntary lead service line replacement program was established. The first year of the program was budgeted for \$100,000, which provided funding for twenty individuals to participate in the program on a first-come, first-served basis. The program provides reimbursement for 50% of the cost associated with the replacement of a lead service line, not to exceed \$5,000 per property. The program was fully subscribed within two days of its initial rollout. Staff has maintained a waiting list of those individuals that have expressed an interest in the voluntary lead service line replacement program. The waiting list currently contains 125 individuals. Staff is seeking policy direction related to the expansion of the replacement program in fiscal year 2023.

Background:

In August 2021, the State of Illinois enacted the Lead Service Line Replacement and Notification Act. This legislation contained specific obligations for the Village of Winnetka, beginning in 2022 as it pertains to lead service lines. The Village's potable water system contains 4,494 service connections. Of these service connections, 1,503 service lines are lead and/or partially lead. At the September 13, 2022, Village Council Study Session, the Council provided policy direction related to lead service lines which included the establishment of a voluntary replacement program for 2023. Funding for the program was incorporated as a line item in the 2023 Water Fund Budget.

Program funding is allocated on an annual basis and the rebates are offered on a first-come, first-served basis while funding is available. Eligible property owners are reimbursed for 50% of the replacement cost, not to exceed \$5,000 per property. Participating property owners are required to secure competitive quotes for the full replacement of the water service line from the water main to the house. The property owner submits the quotes for review along with a permit application and payment for the tapping fee (service connection) and meter fee. Upon completion of the lead service line replacement, the Village issues the reimbursement payment.

For fiscal year 2023, the voluntary lead service line replacement program was funded in the amount of \$100,000 (account #520.62.43-660), providing opportunities for twenty individuals to replace their lead service lines and receive reimbursement. As previously noted, interest in the replacement program has resulted in a waiting list of 125 individuals. In order to address the entire waiting list, additional funding in the amount of \$625,000 would be required. Staff is requesting consideration of funding approximately half of the waiting list, an additional 60 service lines, in fiscal year 2023. This would require additional funding in the amount of \$300,000. Staff will evaluate the opportunity to fund the remainder of the waiting list in 2024 during preparation of the proposed 2024 Water Fund Budget.

There is no specific offset in the 2023 Water Fund Budget to fund a \$300,000 increase in the program. Staff is proposing to utilize \$50,000 (account #520.62.43-660) that was previously allocated for contracted project management services related to lead water service line replacements. To date, this funding has not been expended as internal staff resources have managed the lead service line replacements associated with water main capital projects, emergent leaking lead service lines and the voluntary replacement program. The remaining amount of \$250,000 would be expended from the accumulated reserves in the Water Fund. Based on the completed audit, the Water Fund cash balance is \$5,919,769 for the period ending December 31, 2022. The Fund Balance Policy for this fund is \$1,434,536.

If the Council approves additional funding for the voluntary lead service line replacement program, staff will notify the corresponding number of individuals on the waiting list. These individuals would have until November 15, 2023 to complete the replacement of their lead service line.

RECOMMENDATION:

Provide policy direction on the funding of additional voluntary lead service line replacements in fiscal year 2023.

ATTACHMENTS:

None

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
June 20, 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 Tuesday, June 20, 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 Peter Friedman, Community Development Director David Schoon, Community Development Assistant Director Ann Klaassen, and approximately 26 persons in the audience.
- 2) Pledge of Allegiance. Trustee Dearborn led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) Thursday July 6, 2023 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Albinson.
 - b) July 11, 2023 Study Session All of the Council members present said they expect to attend with the exception of Trustee Albinson
 - c) July 18, 2023 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i) Judy Rauh states her concerns regarding the ongoing construction at 205 Sheridan Road.
 - ii) Ted Wynnychenko addresses Council regarding the sale of Village land.
- 5) Reports:
 - a) Trustees.
 - i. Trustee Dalman commends the Winnetka Music Festival.
 - ii. Trustee Handler attended the Landmark Preservation Commission meeting and addresses comments and concerns residents have shared with the Trustees at the Winnetka Farmer's Market.
 - iii. Trustee Apatoff confirms the community outreach regarding the lakefront and One Winnetka.
 - b) Attorney. None.
 - c) Manager.
 - i. Village Manager Bahan states that Scott Myers and Mark Haller will provide a report on the Winnetka Music Festival.

d) Village President. None.

e) Winnetka Music Fest.

- i. Scott Myers and Mark Haller commend the success of the Winnetka Music Festival and reflect on attendance, staff and volunteer assistance, vibrancy, and the anticipation of continued success for the event.

President Rintz commends the Winnetka Music Festival, the volunteers, Village staff, and Fire Chief John Ripka and Police Chief Brian O'Connell for their service.

6) Establishment of the Consent Agenda.

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

7) Approval of the Consent Agenda

a) Approval of Village Council Minutes.

- i. May 16, 2023 Regular Meeting

b) Approval of the Warrant List Dated May 19, 2023 – June 1, 2023 in the amount of \$501,056.84.

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)

Trustee Apatoff, seconded by Trustee Dalman, 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. None.

9) Old Business. None.

10) New Business.

a) Chase Bank, 791 Elm Street – Planned Development Concept Plan Review

Community Development Assistant Director Ann Klaassen indicates that the Council's review of the concept plan review consists of three stages; the concept plan review, the preliminary plan review, and the final plan review, allowing Council to provide the applicant with any preliminary views and/or concerns.

The applicant, Riverside Investment and Development Company, has submitted a concept plan review for a three-story commercial development composed of retail banking located on the ground floor level, corporate office space on the two upper levels, and a total of 32

parking spaces combined between underground and above ground parking. In addition, the applicant has submitted a demolition permit application allowing for the removal of the existing Chase Bank building.

Community Development Assistant Director Ann Klaassen confirms that the utility easement is still considered preliminary and that an ideal location for the electric transformer is currently under review.

Christopher McKenna, Managing Director at JPMorgan Chase & Co., addresses Council regarding the need for full renovations, growth of business, and emphasizes the importance of safety and security at the site.

John O'Donnel, CEO of Riverside Investment and Development Company, briefs Council of the history of Riverside, staffing, and the importance of timeliness.

Scott Hurst, Design Principal at Gensler, addresses Council regarding the redevelopment timeline, site history, design comparisons between the current site and the proposed development, the overall proposed design concept consisting of the site plan, exterior design, floor plans, elevations, land use and zoning requirements.

Council discusses various design components related to the exterior façade of the building, proposed floor plans, building mass and elevation, mechanical equipment, and historic matters regarding the site. In addition, Council expresses concerns related to the number of parking spaces proposed, building height, and timing of ongoing construction projects in the East Elm Business District.

While Council commends the proposed development, the applicant is advised to be mindful of parking, the overall height of the proposed development, and incorporating a façade that will compliment the vibrancy of the Village.

11) Appointments:

- a) Appoint current Design Review Board member, Katie Moor, to a full term as Design Review Board Chair – her term will expire June 20, 2028.

Trustee Albinson seconded by Trustee Dalman, moved to appoint Katie Moor to a full term as Design Review Board Chair. Her term will expire on 6/20/2028. By voice vote, the motion carried.

- b) Appoint the following Members to a two-year term on the Planned Development Commission. These terms will expire April 30, 2025, as required by the Village Code. Per Village, the composition of the PDC rotates every two years.

Name	PDC Position
Matt Bradley	PDC Chair (Current Chair of ZBA)
Lynn Hanley	Zoning Board of Appeals Representative
Mike Nielsen	Zoning Board of Appeals Representative
Todd Vender	Zoning Board of Appeals Representative

Layla Danley	PDC Vice Chair (Current Chair of Plan Commission)
Mamie Case	Plan Commission Representative
Chris Foley	Plan Commission Representative
John Golan	Plan Commission Representative
Liz Kunkle	Plan Commission Representative

12) Closed Session: None.

13) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Handler, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:03 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated June 16, 2023 - June 30, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: July 18, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated June 16, 2023 - June 30, 2023

RECOMMENDATION:

Consider Approving the Warrant List Dated June 16, 2023 - June 30, 2023

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-67-2023: Approving a Contract with the Okonite Company for the Purchase of 15kV Underground Cable (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: July 18, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Staff is requesting funding approval in the amount of \$144,314 to purchase 15kV cable for cable replacement projects planned in 2024. Manufacturing lead time for many utility related products such as 15kV cable and transformers have been trending at 52+ weeks. In order to ensure that cable is on-hand for fiscal year 2024, the Water & Electric Department issued Bid Number 023-019 for 15kV three phase 4/0 underground cable. This type of cable is used on the underground distribution system between switchgear and/or to connect the underground cable system to the overhead distribution system.

Staff received one bid from The Okonite Company (Okonite). The vendor quoted cable manufactured by their company which is acceptable to Water & Electric. Two other vendors that have previously bid on 15kV cable did not bid due to a lack of manufacturing availability.

The Okonite Company submitted a unit price of \$32.15 per ft. with a manufacturing lead time of 63-65 weeks. (Note: Last purchase price was \$33.31 per ft. with a lead time of 50-52 weeks.) The cost of cable is significantly impacted by the price of metals. The bid price is indexed to the cost of copper. At the time of bid, the base price of \$4.55/lb. for copper was used. Exhibit #1 contains a bid tabulation along with additional detail on the unit pricing, quantities, and shipping length tolerances. The total estimated cost of the contract award is \$144,314.

Resolution No. R-67-2023, prepared by the Village Attorney, authorizes the Village Manager to purchase the 15kV cable in an amount not to exceed \$144,314 under the contract with Okonite.

Due to the extended manufacturing lead time, the cable will not arrive until 2024. Payment terms for the order are net 30. As such, no funds will be expended from the FY2023 Electric Fund Budget. For reference, the FY2023 Electric Fund budget contains \$436,806 (account #500.42.31-660) for the purchase of cable.

RECOMMENDATION:

Consider adoption of Resolution No. R-67-2023 approving a contract with The Okonite Company for the purchase of 15kV underground cable in an amount not to exceed \$144,314.

ATTACHMENTS:

1. Resolution No. R-67-2023: Approving a Contract with the Okonite Company for the Purchase of 15kV Underground Cable

RESOLUTION NO. R-67-2023

**A RESOLUTION APPROVING A CONTRACT WITH
THE OKONITE COMPANY
FOR THE PURCHASE OF 15KV UNDERGROUND CABLE**

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

WHEREAS, the Village issued Bid #023-019 ("***Request for Bids***") for the purchase of 15kV underground electric cable ("***Cable***") by the Village Water & Electric Department; and

WHEREAS, the Village received one bid ("***Bid***") to provide the Cable and opened the Bid on July 10, 2023; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that The Okonite Company ("***Okonite***") is the lowest responsive and responsible bidder to provide the Cable; and

WHEREAS, the Village Council desires to enter into a contract with Okonite for the Village to purchase the Cable from Okonite in an amount not to exceed \$144,314.00 ("***Contract***"); and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

July 18, 2023

R-67-2023

ADOPTED this 18th day of July, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 15kV Cable

Full Name of Bidder:

The Okonite Company
("Bidder")

Principal Office Address:

102 Hilltop Road
Ramsey, NJ 07446

Local Office Address:

2280 White Oak Circle
Suite 106
AURORA, IL 60502

Contact Name: Nick Koch Telephone: 630-961-3100 (office)

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

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

1. Proposal to Deliver Products.

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

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

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

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

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

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

2. Contract Price Proposal.

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

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
		See pricing form in Attachment A.		

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

See pricing form in Attachment A.

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

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. Copper base price for bids: \$4.55 per pound. All other manufacturing costs shall be fixed at the bid price.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 63-65 week, 20 .

4. Financial Assurance.

A.O.O.

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

5. Firm Proposal.

- 1) All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation will be utilized. Copper base price for bids: **\$4.55 per pound**. All other manufacturing costs shall be fixed at the bid price.

6. Bidder's Representations and Warranties.

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

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

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

B. Compliance with Laws. All Products and all of their components will comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid will be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1, (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*, or (iii) for any other reason.

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

7. Acknowledgments.

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

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

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

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

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

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will be construed to refer to calendar days.

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

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

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

DATED this 6th date of July 2023

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 15 KV CABLE

Item	Size and Conductor	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Max Reel Lengths (ft.)
1.	4/0 A.W.G. Copper	3	1/3	19	Triplex	4,275	Nominal: 1,425 -5%, +5%

- 2) Compressed stranding, strand filled per ICEA T-31-610.
- 3) Concentric copper neutral.
- 4) 220 mil insulation thickness.
- 5) Ethylene propylene rubber insulation (EPR).
- 6) Jacketed.
- 7) Cable shall be identified on the jacket in contrasting color with manufacturer's name, year of manufacture, type of insulation, conductor size and material, and sequential footage markings.
- 8) All cable ends shall be capped to prevent water entry.
- 9) Reel type shall be non-returnable with a maximum 84" diameter flange X 54"(inside) traverse .
- 10) The Village will provide reel "cut" lengths within two weeks of contract award. Reel lengths will not exceed the "Max Reel Lengths" listed above for each conductor but may be specified shorter.
- 11) Reel coverings as shown below. Cable not shipped as shown will be rejected.
Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
- 12) Tolerance of cable lengths, -5%, +5%.
- 13) Cable shall be supplied to the stricter of AEIC and ICEA specifications except that AEIC Table E-1 shall be 5 picocoulombs at all voltages.
- 14) Cable shall be delivered on an open, flat bed truck. Reels shipped flat will be rejected.
- 15) Deliveries: Required 48 hours advance notification @ (847) 716-3551.
Receiving hours: Monday to Friday, 7:30am to 2:30pm.
Village of Winnetka Yards, 1390 Willow Road, Winnetka, IL 60093
- 16) Approved cable manufacturers: General Cable, Okonite, Kerite and Prysmian.
- 17) Copper base price for bids: **\$4.55 per pound**. All other manufacturing costs shall be fixed at the bid price.
- 18) Contract Award: The Village Council will consider contract awards at their regularly meeting on July 18, 2023. Purchase Order(s) would follow by Friday, July 21, 2023.

2) Worksheet

15kV Cable

Item	Description	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Unit Price (per ft.)	Lead Time (weeks)
1.	4/0 A.W.G. Copper	3	1/3	19	Triplex	4,275	32.150	63-65

___ Cable will be export packaged

X Standard packaging, F.O.B. Winnetka

Weeks A.R.O.

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY. ITEMS MAY AWARDED SEPARATELY.

MANUFACTURER (15kV CABLE): The Okonite Co.

TERMS: Net 30 Days

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

EXHIBIT #1
Bid Tabulation and Cable Purchase Detail
RFB #023-019 15kV Cable

Bid Tabulation:

	Vendor
Item	The Okonite Co. (<i>Okonite</i>)
3-1/c 4/0 cable	\$32.150

Lead time: 63-65 weeks

Cable Purchase Detail:

Item	Unit Price (\$/ft.)	Order Quantity	Shipping Length / Packaging	Extended Price
3-1/c 4/0 cable	\$32.1500	4,275	\$6,872.06	\$144,313.31

TOTAL: \$144,313.31



\$144,314



Agenda Item Executive Summary

TITLE: Resolution No. R-68-2023: Approving a Contract with Precision Pavement Marking, Inc. for Paving Services for the Pavement Marking Program (Adoption)

PRESENTER: Erik Jensen

AGENDA DATE: July 18, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

As part of its on-going responsibilities, the Public Works Department maintains the various pavement markings utilized on Village-owned roadways, including stop bars, crosswalks and special markings. Most emergency and small-scale jobs are completed in-house while a contractor is utilized for large-scale projects or any work requiring specialized materials.

In March 2022, the Village participated in a Municipal Partnering Initiative (MPI) Request For Proposals (RFP) seeking unit pricing for pavement marking services. The MPI allows multiple communities to combine financially and jointly bid their work to achieve a greater economy of scale than any individual community could achieve. Ultimately, Precision Pavement Markings, Inc. of Pingree Grove, Illinois ("Contractor") was determined to have submitted the lowest, most responsive proposal and was awarded a one-year contract with the option for up to two one-year extensions at each municipality's discretion. The Contractor has been the MPI's contractor for a number of years, and the Village utilized the Contractor's services in 2022 for a limited scope of work.

As part of the Fiscal Year 2023 budget, substantial funding was included (\$40,000) for the completion of an enhanced pavement marking program. This program would continue traditional existing pavement markings but also allow for the installment of recessed thermoplastic markings in the community. Recessing the pavement creates a very shallow depression at the marking site which minimizes damage from snow plowing. Thermoplastic is a more durable material than traditional paint when used on asphalt, and it has become industry-standard practice to recess and utilize thermoplastic.

In order to address existing roadways that do not have thermoplastic pavement markings and are not otherwise scheduled for resurfacing, staff requested that the Contractor to provide pricing for recessing services and to include those within this proposed Contract. Staff plans to utilize these services in sensitive areas, such as school zones, to maximize the life of the pavement markings. Given the addition of this item and the Village's intent to continue pavement marking work in the near future, staff is recommending approval of this proposed Contract for Fiscal Year 2023 and the option to allow the

Village Manager to extend this agreement in 2024.

The Fiscal Year 2023 budget provides \$40,000 for contractual pavement marking services in Account No. 100.30.01-544 (Street Maintenance). Staff will utilize these funds for the completion of the 2023 work and budget sufficient funds for Fiscal Year 2024.

Staff recommends awarding a one-year contract for pavement marking services to Precision Pavement Markings, Inc. and authorizing the Village Manager to execute a one-year extension for Fiscal Year 2024.

RECOMMENDATION:

Consider adopting Resolution No. R-68-2023, approving a contract agreement with Precision Pavement Markings, Inc., for Pavement Marking Services and authorize the Village Manager to execute the Contract as well as any future extensions.

ATTACHMENTS:

1. Resolution No. R-68-2023: Approving a Contract with Precision Pavement Marking, Inc. for Paving Services for the Pavement Marking Program

**A RESOLUTION APPROVING A CONTRACT WITH
PRECISION PAVEMENT MARKING, INC. FOR
PAVING SERVICES FOR THE PAVEMENT MARKING PROGRAM**

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

WHEREAS, the Village of Winnetka (“*Village*”) desires to retain a firm to provide paving services for the pavement marking program in the Village (“*Work*”); and

WHEREAS, on behalf of the Village and the municipalities of Evanston, Glencoe, Glenview, Highland Park, Lake Zurich, Morton Grove, Palatine, Round Lake Beach, and Wilmette, the Municipal Partnering Initiative (“*MPI*”) issued a joint bid for the Work; and

WHEREAS, the MPI received two bids for the Work and opened the bids on March 11, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Precision Pavement Marking, Inc. (“*Contractor*”) is the lowest responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the performance of the Work within the Village’s corporate boundaries in an amount not to exceed \$40,000 in Fiscal Year 2023 (“*Contract*”); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE 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 Contract will, at the option of the Village Council, be null and void.

SECTION 4: AUTHORIZATION FOR RENEWAL OPTIONS. The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the Renewal Options if (a) the Village Manager determines, in their discretion, that the Renewal Options are favorable to the Village; and (b) the Renewal Options is substantially similar to the Renewal Options in the Agreement attached to this Resolution. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Options.

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 18th day of July, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

CONTRACT

VILLAGE OF WINNETKA

CONTRACT FOR

Pavement Marking & Recessing Services

Full Name of Contractor Precision Pavement Markings, Inc. ("Contractor")
Principal Office Address 1220 Bell Court, Pingree Grove, IL 60142
Local Office Address 1220 Bell Court, Pingree Grove, IL 60142
Contact Person Terry Wilson Telephone Number 224-530-3192

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

Contractor warrants and represents that Contractor 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 which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Contractor proposes and agrees that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract 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 Pavement Marking 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 Contractor 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, Contractor 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 Contractor 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, Contractor proposes and agrees that Contractor 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 Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, 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 Contractor, 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 Contractor to perform under this Contract/Proposal.

3. Contract Time

If this Contract is accepted, Contractor proposes and agrees that Contractor shall commence the Work within 10 days after Owner's acceptance of the Contract provided Contractor shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Contractor proposes and agrees that Contractor shall perform the Work diligently and continuously and shall commence the Work on or around July 18, 2023 and terminate on October 31, 2023. In the event this contract is renewed for Calendar Year 2024, the termination date for that renewal shall likewise be October 31, 2024.

4. Financial Assurance

A. Bonds. Contractor shall furnish such bonds as required in Attachment A,.

B. Insurance. If this Contract is accepted, Contractor proposes and agrees that Contractor 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 Contractor's duty to carry adequate insurance or on Contractor'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, Contractor proposes and agrees that Contractor 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 Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

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

5. 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 Contractor's contract proposal is opened.

6. Contractor's Representations and Warranties

To induce Owner to accept this Contract, Contractor 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. Contractor, 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 Contractor'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 Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. 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. Contractor 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. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

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

7. Acknowledgements

In submitting this Contract, Contractor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor 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 Contractors.

C. Acceptance. If this Contract is accepted, Contractor 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 Contractor; 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 Contractor, 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 Contractor 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 Contractor 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.

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

Title/Position: _____

Contractor's Business Telephone: _____ Facsimile: _____

NAME	TITLE	ADDRESS

ATTACHMENT A: SPECIFICATIONS

1. **Incorporation of All Existing Terms and Conditions:** This contract fully incorporates all terms, conditions and other miscellaneous requirements and provisions as outlined in original joint bid and contract attached as Attachment B except as otherwise modified in the Village's Contract and these Specifications.
2. **Pricing:** Unit pricing shall be as outlined in the pricing matrix attached as Attachment B except as otherwise outlined in Item 3 of these specifications. It is expressly understood that the Contractor's proposed unit pricing for all items and services in its 2022 proposal is effective through the end of the 2023 term.
3. **Unit Pricing for Grooved Recessing Services:** The unit pricing for grooved recessing services shall be as outlined below:
 - a. Grooved Recessed Pavement Mark (7"): \$2.78 per linear foot
 - b. Grooved Recessed Pavement Mark (13"): \$3.45 per linear foot
 - c. Grooved Recessed Pavement Marking (25"): \$9.00 per linear foot
4. **Standards for Grooved Recessing Services:** All grooved recessing services same be performed in compliance with the Illinois Department of Transportation's applicable standard.

ATTACHMENT B

ACCEPTANCE

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

Signature:

Printed name:

Title:



Agenda Item Executive Summary

TITLE: Resolution No. R-69-2023: Approving a Contract with Schroeder & Schroeder, Inc. for Concrete Flatwork (Adoption)

PRESENTER: Erik Jensen

AGENDA DATE: July 18, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

EXECUTIVE SUMMARY:

As part of its on-going responsibilities, the Public Works Department maintains concrete roadway and curb throughout the community. Additionally, following utility work, the Village also completes restoration of concrete on any private property that was disturbed due to the necessary work. Most smaller jobs are managed in-house while larger jobs are completed by a third-party contractor.

In March 2023, the Village participated in a Municipal Partnering Initiative (MPI) Request For Proposals (RFP) seeking unit pricing for concrete flatwork (replacement of roadway panels, curb, etc.). This contract is separate from the Village's individual sidewalk replacement program contract. The MPI allows multiple communities to combine financially and jointly bid their work to achieve a greater economy of scale than any individual community could achieve. Ultimately, Schroeder & Schroeder, Inc. ("Contractor") was determined to have provided the lowest, most responsive proposal. The initial term for this contract will be one (1) year with the option for up to three (3) one-year renewals at each municipality's discretion. The Contractor has performed work in the Village for a number of years, and staff is confident that the Contractor can complete the work as specified.

The Fiscal Year 2023 budget provides \$25,000 for concrete work in Account No. 100.30.22-571 (Street Repair and Maintenance). Staff will utilize these funds for the completion of the 2023 work and budget sufficient funds for future fiscal years.

Staff recommends awarding a one-year contract for concrete flatwork services to Schroeder & Schroeder, Inc., and authorizing the Village Manager to execute one-year extensions as appropriate for Fiscal Years 2024, 2025 and 2026.

RECOMMENDATION:

Consider adopting Resolution No. R-69-2023, approving a contract agreement with Schroeder & Schroeder, Inc. and authorize the Village Manager to execute the Contract as well as any future extensions.

ATTACHMENTS:

1. Resolution No. R-69-2023: Approving a Contract with Schroeder & Schroeder, Inc. for Concrete Flatwork

RESOLUTION NO. R-69-2023

**A RESOLUTION APPROVING A CONTRACT WITH
SCHROEDER & SCHROEDER, INC., FOR
CONCRETE FLATWORK**

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

WHEREAS, the Village has appropriated funds for the procurement of the repair and replacement of certain concrete structures ("***Work***") located within the Village; and

WHEREAS, the Village, Glencoe, Glenview, Highland Park, Kenilworth, Lake Bluff, Lake Forest, Lincolnwood, and Northfield (collectively, the "***Municipalities***") jointly requested bids for performance of the Work within the Municipalities' respective corporate boundaries; and

WHEREAS, the Municipalities received two bids for the Work and opened the bids on April 20, 2023; and

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

WHEREAS, the Village Council desires to enter into a contract with Contractor for the performance of the Work within the Village's corporate boundaries in an amount not to exceed \$25,000.00 in Fiscal Year 2023 ("***Contract***"); and

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

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

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

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

July 18, 2023

R-69-2023

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

SECTION 4: AUTHORIZATION FOR RENEWAL OPTIONS. The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the Renewal Options if (a) the Village Manager determines, in their discretion, that the Renewal Options are favorable to the Village; and (b) the Renewal Options is substantially similar to the Renewal Options in the Agreement attached to this Resolution. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Options.

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

ADOPTED this 18th day of July, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

July 18, 2023

R-69-2023

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA

CONTRACT FOR

Pavement Marking & Recessing Services

Full Name of Contractor Schroeder & Schroeder, Inc. ("Contractor")
Principal Office Address 7306 Central Park, Skokie, IL 60076
Local Office Address 7306 Central Park, Skokie, IL 60076
Contact Person Chris Schroeder Telephone Number 847-933-0526

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

Contractor warrants and represents that Contractor 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 which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Contractor proposes and agrees that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract 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 Contractor 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, Contractor 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 Contractor 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, Contractor proposes and agrees that Contractor 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 Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

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

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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 Contractor, 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 Contractor to perform under this Contract/Proposal.

3. Contract Time

If this Contract is accepted, Contractor proposes and agrees that Contractor shall commence the Work within 10 days after Owner's acceptance of the Contract provided Contractor shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Contractor proposes and agrees that Contractor shall perform the Work diligently and continuously and shall commence the Work on or around July 18, 2023 and terminate on October 31, 2023. In the event this contract is renewed, the termination date for that renewal shall likewise be October 31 of the applicable year.

4. Financial Assurance

A. Bonds. Contractor shall furnish such bonds as required in Attachment A,.

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

Contractor for Concrete Flatwork

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 Contractor's duty to carry adequate insurance or on Contractor'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.

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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:

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

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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.

Village of Winnetka

C. Indemnification. If this Contract is accepted, Contractor proposes and agrees that Contractor 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 Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

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6. Contractor's Representations and Warranties

To induce Owner to accept this Contract, Contractor 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. Contractor, 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 Contractor'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 Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. 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. Contractor 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. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

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

7. Acknowledgements

In submitting this Contract, Contractor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor 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 Contractors.

C. Acceptance. If this Contract is accepted, Contractor 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 Contractor; 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 Contractor, 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 Contractor 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 Contractor except upon the prior written consent of Owner.

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

Dated: July 13, 2023.

Contractor's Status: (X) Illinois Corporation () Partnership ()
Individual Proprietor (State) (State)

Contractor's Name:

Schroeder & Schroeder, Inc.

Doing Business As (if different):

Signature of Contractor or Authorized Agent:



(corporate seal)
(if corporation)

Printed Name: Chris Schroeder

Title/Position: President

Contractor's Business Address:

7306 Central Park

Skokie, IL 60076

Contractor's Business Telephone: 847-933-0526

Facsimile:

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

NAME	TITLE	ADDRESS
Chris Schroeder	President	7306 Central Park Skokie, IL 60076
Ignacio Torres	Vice President	7306 Central Park Skokie, IL 60076
Joseph V. Vrabel	Treasurer	7306 Central Park Skokie, IL 60076
Mary L. Brount	Secretary	7306 Central Park Skokie, IL 60076

ATTACHMENT A: SPECIFICATIONS

- 1. Incorporation of All Existing Terms, Conditions and Pricing:** This contract fully incorporates all terms, conditions, pricing and other miscellaneous requirements and provisions as outlined in original joint bid and contract attached as Attachment B except as otherwise modified in the Village's Contract and these specifications.

ATTACHMENT B



MUNICIPAL PARTNERSHIP CONTRACT

SPECIFICATIONS FOR 2023 Concrete Streets, Curb, and Sidewalk Replacement Project

E-2023-03

April 6, 2023

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SECTION 00030

ADVERTISEMENT FOR BIDS

PROJECT: 2023 CONCRETE STREETS, CURB, AND SIDEWALK REPLACEMENT PROJECT

This project consists of removing and replacing existing or installing new P.C.C. pavement, curb, and sidewalk at various locations in The City of Lake Forest, the Village of Glenview, the Village of Kenilworth, the Village of Northfield, the Village of Lake Bluff, the Village of Lincolnwood, and the Village of Winnetka. There may also be some repair work done on any utility structures that are in the pavement section to be replaced.

BID DEADLINE: 2:00 PM LOCAL TIME, THURSDAY, APRIL 20, 2023.

The City reserves the right to extend the Bid Deadline from this date and time to accept Bids submitted after the Bid Deadline, as the City, in its sole discretion, determines is in the best interest of the City.

NOTICE: Proposals for the **2023 Concrete Streets, Curb, and Sidewalk Replacement Project** will be received by The City of Lake Forest, Illinois, **via online electronic bids through QuestCDN**, until the Bid Deadline. Immediately thereafter, the proposals will be publicly opened and read aloud. **Plan holders of record on Quest will receive an invitation to the virtual bid opening. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement.** Notwithstanding the foregoing, the City reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the City, in its sole discretion, determines is in the best interest of the City. Bidders who submit a Bid must be a Plan Holder of record at the Issuing Office. Bids from Bidders who are not on the Plan Holders List may be returned as not being responsive.

BID SECURITY: Bid Security in the amount of not less than ten (10) percent of the Bid shall accompany each Bid in the form of an electronic bid bond payable to The City of Lake Forest.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish a Performance Bond and a Payment Bond to the City for 100 percent of the Contract Price, in accordance with the requirements of the Contract Documents.

RIGHTS RESERVED: The City reserves the right to reject any and all Bids or award each schedule individually, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interests of the City. The City shall, in its sole discretion, determine what does or does not constitute an informality or technicality, and, in submitting a Bid, the Bidder agrees to be bound by that determination.

WAGE RATES: The CONTRACTOR shall be required to pay not less than the prevailing wage rates for Lake County Illinois on the project as established by the Illinois Department of Labor.

CONTRACT DOCUMENTS: Complete digital Project Bidding Documents will be available **April 6, 2023** at www.questcdn.com. Download the digital Project Bidding Documents for **\$22.00** by inputting Quest project number **8426984** on the website's Project Search engine. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance with free membership registration, downloading, and working with this digital project information. Bid documents can be reviewed prior to purchase on the QuestCDN website. Addenda, clarifications, and other updates to proposal information will only be provided through QuestCDN. The City of Lake Forest does not assume responsibility for communicating this information to any plan holder that is not registered through QuestCDN. If addenda are issued, you will automatically be notified by e-mail to return to the web site to access them.

PROJECT MANAGER: The City of Lake Forest project manager is **Jim Koblas**, and can be contacted at **(847) 810-3553** or by email at **koblasj@cityoflakeforest.com** regarding the project.

PUBLISHED BY THE AUTHORITY OF THE CITY OF LAKE FOREST, ILLINOIS, LAKE COUNTY

SECTION 00200

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions . Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. For this contract the Issuing Office is: The Office of the City Engineer, 800 N. Field Drive, Lake Forest, Illinois 60045.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 *Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.*
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 *To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data; previous experience, present commitments, and such other data as may be called for below.*
- A. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Illinois or covenant to obtain such qualifications prior to award of the contract. Acceptable document shall be IDOT's Certificate of Eligibility.
- B. The address and description of the Bidder's place of business.
- C. The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated.
- D. A list of the property and equipment available to the Bidder to evaluate if the Bidder can complete the Work in accordance with the Bidding Documents.
- E. A financial statement of the Bidder showing that the Bidder has the financial resources to meet all obligations incidental to the Work.
- F. The Bidder's performance record giving the description, location, and telephone numbers of all similar projects constructed in the last five years by the Bidder.
- G. A list of projects presently under Contract, the approximate Contract amount, and percent of completion of each.
- H. A list of Contracts which resulted in law suits.

- I. A list of Contracts defaulted.
- J. A statement of the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing Work of like nature or magnitude.
- K. A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted, or filed for bankruptcy.
- L. The names and technical experience of personnel guaranteed to be employed in the responsible charge of the Work stating whether the personnel have or have not performed satisfactorily on other Contracts of like nature and magnitude or comparable difficulty at similar rate of progress.
- M. Such additional information as will assist Owner in determining whether the Bidder is adequately prepared to fulfill the Contract.
- N. A list of sub-contractors who will be used in completion of this contract.

3.02 *The object of the request for the qualification of Bidder is not to discourage bidding or make it difficult for qualified Bidders to file Bids. Neither is it intended to discourage beginning Contractors. It is intended to make it possible for Owner to have exact information on financial ability, equipment, and experience in order to reduce the hazards involved in awarding Contracts to parties who may not be qualified to perform the Work as specified*

3.03 *Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.*

3.04 *Owner's decision as to qualification of the Bidder shall be final.*

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The General Conditions identify:

1. If undertaken, those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.
2. Those drawings known to Owner of physical conditions in or relating to existing surface or subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions and has been identified and established in Paragraph 4.02 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from

any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the General Conditions.

4.03 *Hazardous Environmental Condition*

- A. The General Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions and has been identified and established in Paragraph 4.06 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- C. All excavation and/or removal items being disposed of at an uncontaminated soil fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be the responsibility of the Contractor and shall be included in the cost of the associated bid items in the contract. These costs shall include but are not limited to certification by a licensed engineer, all required testing and laboratory analysis, and any state and local dumping fees. Additionally, the contractor shall also be responsible for any rejected loads, the material shall not be returned to The City of Lake Forest

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

- A. Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner

will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the General Conditions.

4.06 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the General Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the General Conditions as containing reliable "technical data";
- E. at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Bidding Documents.
- F. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs. Any additional examinations, investigations, explorations, tests and studies made or obtained by the Bidder shall be made or obtained at the Bidders expense;
- G. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- H. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

- I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.07 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 *No pre-Bid conference will be held for this Project. Any questions regarding these Bidding Documents or this project should be directed to the Office of the City Engineer.*

ARTICLE 6 - SITE AND OTHER AREAS

6.01 *The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.*

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 *All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing via Quest Q and A or by email. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued via Quest Q and A or by Addenda emailed to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.*
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 *A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten percent** of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) payable to The City of Lake Forest and issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.*
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten days after the

Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 *The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Bid Form and the Contract.*

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 *Provisions for liquidated damages, if any, are set forth in the General Conditions, Bid Form and Contract.*

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 *The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraph 6.05 of the General Conditions and may be supplemented in the General Requirements. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final.*

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 *If the General Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner or Engineer may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.*
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be

deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

ARTICLE 13 - PREPARATION OF BID

- 13.01 *The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or the Issuing Office.*
- 13.02 All blanks on the Bid Form shall be completed in ink or by typewriter and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item and unit price item listed therein. In the case of optional alternatives the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 *Proposals for the 2023 Concrete Streets, Curb and Sidewalk Replacement Project will be received by The City of Lake Forest, Illinois, via online electronic bids only through QuestCDN, until the Bid Deadline. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement on the QuestCDN webpage. If a Bid is sent by mail or other delivery system, it will not be accepted and returned unopened to the contractor.*

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 *A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram; written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.*
- 16.02 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 16.03 After the Bid opening, no Bid may be modified, withdrawn, or canceled by the Bidder during the time period noted in Article 18 without the consent of the Owner.
- 16.04 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.
- 16.05 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is re-bid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

- 17.01 *Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.*

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 *All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.*

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 *Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be not responsible or is unqualified or of doubtful financial ability or fails to meet any other pertinent standard of criteria established by the Owner. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.*
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the General Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation on the Work when such data is required to be submitted prior to the Notice of Award.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.
- A. If the contract is to be awarded, Owner will give the successful Bidder a Notice of Award within thirty days after the day of the Bid opening.
- 19.07 Owner reserves the right to reject any and all bids for the project.
- 19.08 The bids will be evaluated based on the full combined quantities and costs shown in the Joint Bid Schedule. Each of the municipalities participating in this bid will award this contract individually.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

- 20.01 *Article 5 of the General Conditions sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall*

be accompanied by such bonds, including electronic bonds, or cash or certified check payable to The City of Lake Forest or an Irrevocable Letter of Credit for 100 percent of the Contract Price.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 *When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within ten days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.*

ARTICLE 22 - WAGE RATES

22.01 *Each Contractor or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the State and Federal government. This contract calls for the construction of a "Public Work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("The Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of labor's website at: <https://labor.illinois.gov/laws-rules/conmed/rates.html> services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.*

ARTICLE 23 - SALES AND USE TAXES

23.01 *Owner is exempt from Illinois state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the General Conditions for additional information.*

ARTICLE 24 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

24.01 *In connection with the performance of Work under this Contract Contractor agrees, and shall require his subcontractors to agree, not to discriminate against or intimidate any employee or applicant for employment because of race, color, creed, sex, religion, physical or mental handicap unrelated to ability.*

24.02 *In connection with the performance of Work under this Contract, Contractor agrees, and shall require his subcontractors to agree, to conform to the Rules and Regulations of the Illinois Fair Employment Practices Commission in effect on the date of Bid submission.*

ARTICLE 25 - CERTIFICATION

25.01 *Bidder shall, at the time of the submission of Bid, and as part of the Bid, provide a certification as required by Public Act 85-1295 to the fact that the Bidder is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of said Act.*

ARTICLE 26 - MISCELLANEOUS

26.01 *All persons, firms and corporation proposing to do business with The City of Lake Forest are required, as part of the bidding proposal, to furnish the following information to the City in writing (the term*

"applicant" as used herein shall mean any person, firm or corporation proposing to enter into a Contract or to do business with The City of Lake Forest):

- A. If the applicant is a corporation, the application must be accompanied by a resolution of the corporation authorizing the execution and submittal of the instant application. In addition, the application shall indicate on its face the names of all directors and corporate officers of the corporation and also the names of all shareholders who own individually or beneficially 10% or more of the outstanding stock of the corporation.
- B. If the applicant is a general partnership, the application shall contain a list of all general partners who have a 10% or greater individual or beneficial interest in the partnership.
- C. If the applicant is a limited partnership, the application shall contain a list of all the names of general partners and names of all limited partners having a 10% or greater individual or beneficial interest in the partnership.
- D. If the applicant is a land trust or any other trust, the application shall contain the names and addresses of all beneficiaries of the trust together with their respective interests in the trusts. The application shall be further verified by the applicant in his capacity of trustee or by the beneficiary as a beneficial owner of an interest in the trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the trust.
- E. A statement setting forth the type and nature of any relationship or business between the applicant as hereinbefore defined and The City of Lake Forest or any of the boards, committees or commissions.

26.02 The forgoing information will become part of any Contract entered into with The City of Lake Forest.

SECTION 00410

BID FORM

PROJECT IDENTIFICATION:

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

The City of Lake Forest
800 N. Field Drive
Lake Forest, Illinois 60045

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Requirements within ten days after the date of the Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental

Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

JOINT BID SCHEDULE

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	5" PCC Sidewalk Remove & Replace [LF][LB]	SF	10250		
2	7" PCC Sidewalk Remove & Replace [LF][LB]	SF	1500		
3	ADA Detectable Warning [LF][LB]	SF	80		
4	Comb PCC Curb & Gutter Remove & Replace, Match Existing (Intermittent) [LF][LB]	LF	573		
5	Class B Patch 7", TY III-IV, Remove & Replace [LF]	SY	400		
6	VV, MH, Inlets to be Adjusted [LF]	EA	1		
7	Traffic Control and Protection for Temporary Detour [GV]	EA	3		
8	Arrow Board [GV]	Cal Day	6		
9	P.C.C. Pavement Patch, CL B (7") [GV]	SY	5000		
10	P.C.C. Pavement Patch, CL B, State & County Roads, Base Only (9") [GV]	SY	160		
11	P.C.C. Driveway Pavement Removal and Replacement (6") [GV]	SY	300		
12	P.C.C. Sidewalk Removal and Replacement (5-6") [GV][KN][NF][LW]	SF	44,075		
13	P.C.C. Patio Removal and Replacement [GV]	SF	250		
14	Combination Concrete Curb & Gutter Removal and Replacement (M3.12, B6.12, B6.18) [GV][NF][LW]	FT	2305		
15	Combination Concrete Curb & Gutter Removal and Replacement (B6.24) [GV]	FT	100		
16	Detectable Warning Fields [GV][NF]	EA	33		
17	Reinforcement Bars, Epoxy Coated-Two Continuous No. 5 [GV]	FT	100		
18	Tree Grate Installation [GV]	EA	7		
19	P.C.C. Sidewalk Removal and Replacement (5-6"), State & County Road [GV]	SF	200		
20	P.C.C. New Sidewalk Placement (5") [LB]	SF	1600		
21	P.C.C. Pavement Remove & Replace (7") [LB]	SY	80		
Total of All Bid Prices					

LAKE FOREST ALTERNATE BID SCHEDULE

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A1	New P.C.C. Sidewalk Placement (5"-7")	SF	1800		
A2	Earth Excavation	CY	35		
A3	Driveway Pavement Removal	SY	62		
A4	Grass Restoration (4" Topsoil, Seeding and Blanket)	SY	75		
Total of Alternate Bid Prices					

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Measurement and Payment Requirements are contained in Sections 01010 and 01025.

QUANTITY BREAKDOWN BY MUNICIPALITY

[LF] = LAKE FOREST, [GV] = GLENVIEW, [KN] = KENILWORTH, [NF] = NORTHFIELD, [LB] = LAKE BLUFF,
[LW] = LINCOLNWOOD, [WN] = WINNETKA

Item No.	Description	Unit	LF Qty	GV Qty	KN Qty	NF Qty	LB Qty	LW Qty	WN Qty
1	5" PCC Sidewalk Remove & Replace [LF]	SF	7850				2400		
2	7" PCC Sidewalk Remove & Replace [LF]	SF	1125				300		
3	ADA Detectable Warning [LF]	SF	24				48		
4	Comb PCC Curb & Gutter Remove & Replace, Match Existing (Intermittent) [LF]	LF	453				120		
5	Class B Patch 7", TY III-IV, Remove & Replace [LF]	SY	400						
6	VV, MH, Inlets to be Adjusted [LF]	EA	1						
7	Traffic Control and Protection for Temporary Detour [GV]	FT		3					
8	Arrow Board [GV]	Cal Day		6					
9	P.C.C. Pavement Patch, CL B (7") [GV]	SY		3500					1500
10	P.C.C. Pavement Patch, CL B, State & County Roads, Base Only (9") [GV]	SY		160					
11	P.C.C. Driveway Pavement Removal and Replacement (6") [GV]	SY		300					
12	P.C.C. Sidewalk Removal and Replacement (5-6") [GV][KN][NF][LW]	SF		35,000	2500	2900		3675	
13	P.C.C. Patio Removal and Replacement [GV]	SF		250					
14	Combination Concrete Curb & Gutter Removal and Replacement (M3.12, B6.12, B6.18) [GV][NF][LW]	FT		1500		75		630	100
15	Combination Concrete Curb & Gutter Removal and Replacement (B6.24) [GV]	FT		100					
16	Detectable Warning Fields [GV][NF]	EA		30		3			
17	Reinforcement Bars, Epoxy Coated-Two Continuous No. 5 [GV]	FT		100					
18	Tree Grate Installation [GV]	EA		7					
19	P.C.C. Sidewalk Removal and Replacement (5-6"), State & County Road	SF		200					
20	P.C.C. New Sidewalk Placement (5")	SF					1600		
21	P.C.C. Pavement Remove & Replace (7")	SY					80		

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Lake Forest portion of this work has a start date of June 5, 2023 and will be substantially complete by August 4, 2023 as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by August 18, 2023.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of bid bond, cash, certified check, cashier's check or draft payable to The City of Lake Forest, in the amount of not less than ten (10) percent of the bid;
 - B. A tabulation of Proposed Subcontractors and other persons and organizations required to be identified in this Bid in accordance with state laws applicable where the Work is to be performed;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Owner reserves the right to reject any Bid in which all of the items in the Bid are not properly filled out.

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

ARTICLE 9 - BIDDERS CONTACT INFORMATION

Name _____

Address _____

Phone No. _____ Fax No. _____

E-mail _____

ARTICLE 10 - ELIGIBILITY TO BID

_____, having submitted a bid on a contract for the _____, as generally described in the Advertisement for Bids, to the City of Lake Forest hereby certifies that said contractor is not barred from bidding on the

aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

BY: _____
Authorized Agent of Contractor

Subscribed and sworn to before me this
_____ day of _____, 20____.

Notary Public

BID SUBMITTAL

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in the State of Illinois is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

SUBMITTED on _____, 2023.

State Contractor License No. _____.

Sworn and subscribed to before me this _____, day of _____, 20____.

Notary of other officer authorized to administer oaths

My commission expires: _____

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name and Include Location*):

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGREEMENT

BETWEEN THE CITY OF LAKE FOREST AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023, ("Effective Date") by and between The City of Lake Forest, Illinois ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- 1.02 This project consists of removing and replacing existing P.C.C. pavement, curb, and sidewalk. There may also be some repair work done on any utility structures that are in the pavement section to be replaced.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
- 2.02 2023 Concrete Street, Curb and Sidewalk Replacement Project

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by The City of Lake Forest Engineering Section (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Days to Achieve Substantial Completion and Final Payment*
 - A. The Lake Forest portion of this work shall begin on June 5, 2023 and shall be substantially complete by August 4, 2023 as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by August 18, 2023.
- 4.03 *Liquidated Damages*
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in

proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner One Thousand Dollars (\$1000.00) for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Four Hundred Dollars (\$400.00) for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

- B. The Contractor agrees to make no claim for damages for delay in the performance of the Contract occasioned by any act or omission to act of The City of Lake Forest or any of its representatives and agrees that any subject claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment and as recommended by Engineer during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the total amount of work completed and accepted by the Engineer at the time the Application for Payment is submitted but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine, or Owner may withhold, including but not limited to 10% of total amount of work completed and liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - 2. Upon Substantial Completion, progress payments will be made in an amount equal to the total amount of work completed and accepted by the Engineer at the time the Application for Payment is submitted but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine, or Owner may withhold, including but not limited to 5%

of total amount of work completed and liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph 4.02 of the General Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 4.06 of the General Conditions as containing reliable "technical data."
- E. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities.
- F. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- G. Based on the information and observations referred to in Paragraph 7.01.F above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents including specifically the provisions of Paragraphs 4.02 and 4.04 of the General Conditions.
- H. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- 1. This Agreement (Section 00520, inclusive).
- 2. Performance bond (Section 00610, inclusive). All bonds are to have the same effective date as the Agreement.
- 3. Payment bond (Section 00615, inclusive). All bonds are to have the same effective date as the Agreement.
- 4. General Conditions (Section 00700, inclusive).
- 5. Specifications as listed in the table of contents of the Project Manual.
- 6. Drawings consisting of _____ sheets with the Drawings listed on attached sheet index.
- 7. Addenda (numbers _____ to _____, inclusive).
- 8. Wage Rates (Section 00830, inclusive).
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Section 00410, inclusive).
 - b. Advertisement for Bids (Section 00030, inclusive).
 - c. Instructions to Bidders (Section 00200, inclusive).
 - d. Documentation submitted by Contractor prior to Notice of Award.
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Eligibility to Execute Contract*

_____, having executed a contract for the
_____, with the City of Lake Forest, hereby certifies that
said contractor is not barred from executing said contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

BY: _____
Authorized Agent of Contractor

Subscribed and sworn to before me this
_____ day of _____, 20____.

Notary Public

ARTICLE 10 – CONTRACT RENEWAL

This Contract may be renewed for no more than three additional and consecutive one-year terms, upon the mutual written consent of the City and Contractor. For all Work performed by Contractor during any renewal term, Contractor shall be paid an amount equal to the total Contract Price, as adjusted by the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor for Chicago-Gary-Kenosha, IL-IN-WI, All Items (1982-84=\$100) for the previous calendar year, except as the City and Contractor may otherwise mutually agree.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

THE CITY OF LAKE FOREST

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

800 N. FIELD DRIVE

LAKE FOREST, IL 60045

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process:

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

12. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

13. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

- 13.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
- 13.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
- 13.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

14. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

- 14.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- 14.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- 14.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- 14.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.

15. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

16. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 16.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 16.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 16.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

17. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

18. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

19. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

20. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

21. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

22. Definitions.

- 22.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 22.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 22.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 22.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

By: _____
Signature (Attach Power of Attorney)

Print Name

Title

Attest: _____
Signature

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

23. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators,

successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

24. With respect to Owner, this obligation shall be null and void if Contractor:

24.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

24.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

25. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

26. Surety shall have no obligation to Claimants under this Bond until:

26.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

26.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

27. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

28. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

28.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

28.2 Pay or arrange for payment of any undisputed amounts.

29. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

30. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

31. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

32. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

33. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

34. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

35. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

36. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

37. Definitions

37.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

37.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

37.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other*):

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement (Contract)*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The City Engineer of The City of Lake Forest or his designee.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

- 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
 - 1. The Agreement, Bonds, and such other portions of the Contract Documents as may be required shall be executed and delivered by Contractor to Owner within 10 days after receipt of the Notice of Award. Owner shall determine the number of counterparts required. Owner will execute the counterparts. Owner, Contractor, and Engineer shall each receive an executed counterpart of the Contract Documents and additional conformed copies distributed as required.

- B. *Evidence of Insurance:* Before any Work at the site is started, Contractor shall deliver to Owner certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with the Contract Documents.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Time will commence on the date established in the Notice to Proceed issued by Owner to Contractor, but in no event shall the Contract Time commence to run later than the 30th day after the effective date of the Contract. A Notice to Proceed may be given at any time within the 30 days after the effective date of the Contract.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. After delivery of the executed Contract to Owner, but before Contractor starts the Work at the site, a conference will be held to establish a working understanding among the parties as to the Work.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the

Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

C. The conference will be held at a location selected by Owner. The conference will be attended by:

1. Contractor 's Office Representative.
2. Contractor 's General Superintendent.
3. Any Subcontractors' or Suppliers' representatives whom Contractor may desire to invite or Engineer may request.
4. Owner's Representatives.
5. Local Utilities Representatives.

D. A suggested format would include, but not be limited to, the following subjects:

1. Discuss proposed construction progress schedule to be submitted by Contractor in accordance with Section 01300 of the Specifications.
2. Check of required bonds and insurance certifications prior to Notice to Proceed.
3. Liquidated damages.
4. Shop drawing submittal and approval procedure.
5. Chain of command, direction of correspondence, and coordinating responsibility between Contractors.
6. Request for a weekly job meeting for all involved.
7. Equal opportunity requirements.
8. Laboratory testing of material requirements.
9. Inventory of material stored on-site provisions.
10. Progress estimate and payment procedure.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to

complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to

assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the General Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting

from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The General Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the General Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

C. Soils Investigation Report – General

1. A soils investigation report has not been prepared for the site of this work.
2. Bidders should visit the site and acquaint themselves with existing conditions.
3. Prior to bidding, Bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but such investigations may be performed only under time schedules and arrangements approved in advance by the Engineer.
4. All excavation and/or removal items being disposed of at an uncontaminated soil fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be the responsibility of the Contractor and included in the cost of the associated bid items in the contract. These costs shall include but are not limited to certification by a licensed engineer, all required testing and laboratory analysis, and any state and local dumping fees. Additionally, the Contractor shall also be responsible for any rejected loads, the material shall not be returned to The City of Lake Forest.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
 - a. then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground

Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the General Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established

reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The General Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

1. Hazardous Environmental Conditions Report – General

- a. A hazardous environmental conditions report has not been prepared for the site of this work.
- b. Bidders should visit the site and acquaint themselves with existing conditions.
- c. Prior to bidding, Bidders may make their own site and subsurface investigations to satisfy themselves as to hazardous environmental conditions, but such investigations may be performed only under time schedules and arrangements approved in advance by the Engineer.
- d. All excavation and/or removal items being disposed of at an uncontaminated soil fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be the responsibility of the Contractor and included in the cost of the associated bid items in the contract. These costs shall include but are not limited to certification by a licensed engineer, all required testing and laboratory analysis, and any state and local dumping fees. Additionally, the Contractor shall also be responsible for any rejected loads, the material shall not be returned to The City of Lake Forest.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the General Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the

scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. If the Contractor chooses to supply Performance and Payment Bonds they both must be in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02. In addition, no further progress payments under the Agreement will be made by Owner until Contractor complies with the provisions of this Article.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the General Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the General Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the General Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance Requirements*

- A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- B. Minimum Scope of Insurance
 - 1. Coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) / and/or Owner's and Contractor's Protective Liability policy with The City of Lake Forest stated as named insured; and

- b. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement AC 0019 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; and
- c. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

C. Minimum Limits of Insurance

1. Contractor shall maintain limits no less than:

- a. Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$4,000,000.

1) Coverages shall include:

- 1. Broad Form Property Damage Endorsement
- 2. Blanket Contractual Liability (must expressly cover the indemnity provisions of the contract)
- 3. Premises/Operations
- 4. Products/Completed Operations (to be maintained for two years following final payment)
- 5. Independent Contractors
- 6. Personal Injury (with Employment Exclusion deleted)
- 7. Broad Form Property Damage Endorsement
- 8. Bodily Injury and Property Damage

2) "X", "C", and "U" exclusions shall be deleted.

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

- b. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage for vehicles owned, not owned, or rented.
- c. Worker's Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 injury per - occurrence, \$500,000 disease - per employee, and \$500,000 disease - policy limit.

- d. Builder's Risk Insurance, written in completed value form, to protect the supplier or vendor and the City against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the construction, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement, and collapse, and shall be designed for the circumstances that may affect the construction.

This insurance shall be written with limits not less than the insurable value of the project at completion. The insurable value shall include the aggregate value of City-furnished equipment and materials to be constructed or installed by the supplier or vendor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment. This insurance shall include coverage while the City is occupying all or any part of the project prior to final payment without the need for the insurance company's consent.

D. Deductibles and Self-Insured Retentions

1. Any deductibles or self-insured retentions must be declared to and approved by The City of Lake Forest. At the option of The City of Lake Forest, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The City of Lake Forest, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

E. Other Insurance Provisions

1. The policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages
 - 1) The City of Lake Forest, including its City Council Members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to The City of Lake Forest, its agents, employees or volunteers.
 - 2) The Contractor's insurance coverage shall be primary as respects The City of Lake Forest, including its City Council Members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives. Any insurance or self-insurance maintained by The City of Lake Forest, its agents, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to The City of Lake Forest, including its City Council Members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.
- 4) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) All Contractor's employees shall be included as insureds.
- 6) Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against The City of Lake Forest, its agents, employees and volunteers for losses arising from work performed by Contractor for The City of Lake Forest.

7) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to The City of Lake Forest.

- b. *Owner's and Contractor's Protective Liability Insurance*, in the name of the City with a combined single limit for the bodily injury and property damage of not less the amount required by the City Manager. This requirement shall apply to construction projects.
- c. *Professional Liability Insurance*, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the supplier or vendor against all sums that supplier or vendor may be obligated to pay on account of any liability arising out of the contract. This requirement shall apply to design and consulting projects, as well as to contracts for professionals involved in construction projects.
- d. *Umbrella Policy*. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Acceptability of Insurers

1. Insurance is to be placed with insurers with a Best's rating of no less than B+.

G. Verification of Coverage

1. Contractor shall furnish The City of Lake Forest with certificates of insurance naming The City of Lake Forest as an additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City of Lake Forest and are to be received and approved by The City of Lake Forest before any work commences. The City of Lake Forest reserves the right to request full certified copies of the insurance policies.
2. Contractor shall furnish The City of Lake Forest with evidence that the Worker's Compensation and Employer's Liability Insurance provides coverage in the State of Illinois.

H. Subcontractors

1. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

I. Indemnity Hold Harmless Provision

1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless The City of Lake Forest, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against The City of Lake Forest, its officials, agents and employees, a rising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of The City of Lake Forest, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against The City of Lake Forest, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
2. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend The City of Lake Forest, its officials, agents and employees as herein provided.
3. The Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of The City of Lake Forest, may be retained by The City of Lake Forest to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of The City of Lake Forest.

5.05 *DELETED*

5.06 *DELETED*

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that any policies provided in response to this document shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by any Subcontractor, Contractor will obtain the same.
- B. Owner and Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs in this document and any other property insurance applicable to the work, and also waive all such rights against the Subcontractors, and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11., each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, and all other parties names as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *DELETED*

5.09 *DELETED*

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform

the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment permanently incorporated into the Work shall be new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the

Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 1. perform adequately the functions and achieve the results called for by the general design,
 2. be similar in substance to that specified, and
 3. be suited to the same use as that specified;
 - 2) will state:
 1. the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 2. whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 3. whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 1. all variations of the proposed substitute item from that specified, and
 2. available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized with Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. When substitutes are proposed and accepted by Engineer, and it is found that such substitutes alter the design or space requirements indicated on Drawings, Contractor shall be responsible for the costs involved to revise the design and construction, including the costs associated with the work of other contractors due to such variance in design or space requirements. Therefore, Contractor shall thoroughly investigate the design parameters, conditions, and space requirements, with respect to the Contract Drawings and Specifications prior to requesting substitutes.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of material or equipment), whether initially or as a substitute, against whom Owner may have reasonable objection. Acceptance of any Subcontractor, other person or organization by Owner shall not constitute a waiver of any right of Owner to reject defective Work or Work not in conformance with the Contract Documents. If Owner, after due investigation, has reasonable objection to any Subcontractor, other person or organization proposed by Contractor, Contractor shall submit an acceptable substitute.

Contractor shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. Contractor shall not, without the consent of Owner, make substitution for any Subcontractor, other person or organization who has been accepted by Owner.

B. DELETED

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner and contains waiver provisions as required by Subparagraphs SC 5.07.A. and SC 5.07.B. Contractor shall pay each Subcontractor a just share of any insurance monies received by Contractor on account of losses under policies issued pursuant to Paragraph SC 5.04.A. through 5.04.C.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the General Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work. Copies of all permits and licenses prepared or obtained by Contractor shall be submitted to Owner prior to the commencement of construction. Copies of all permits and licenses obtained by Owner shall be made available to Contractor and maintained by Contractor at the Project site.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. Owner is exempt from payment of sales and compensating use taxes of the State of Illinois on all materials to be incorporated into the Work.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners

when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The General Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants to Owner that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all Work will be of good quality, free from faults and defects, in conformance with the Contract Documents. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of

Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- D. The obligations of the Contractor under Paragraphs 6.20.A., 6.20.B., and 6.20.C. shall be construed to include, but not be limited to, injury or damage consequent upon any failure to use or misuse by Contractor, his agents and employees of any scaffold, hoist, crane, stay, ladder, support or other mechanical contrivance erected or constructed by any person or any or all other kinds of equipment whether or not owned or furnished by the Owner. It is understood that this excludes use by the Owner or his employees of scaffolding owned and furnished by the Owner.
 - 1. In the event that any party is requested but refused to honor the indemnity obligations hereunder, the party indemnifying shall, in addition to all other obligations, pay the cost of bringing any such action, including attorney's fees, to the party requesting indemnity.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly

licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
 - 3. If the performance of such additional Work was noted in the Contract Documents and Contractor believes that the performance thereof entitles him to an extension of Contract Time, he may make a claim therefore as provided in Paragraph 12.02.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or

alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in General Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the General Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. DELETED

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. DELETED

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided

in the General Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the General Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner, after consideration and approval, may execute appropriate Change Orders with Contractor covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 1. deny the Claim in whole or in part;
 2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus

materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses

shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 - 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered to Engineer promptly (but in no event later than 10 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of claim with supporting data shall be delivered within 30 days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

- b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to the Engineer promptly (but in no event later than 10 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner's representatives, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observations, inspecting and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

- B. Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents or as required by the Owner.
 - 1. DELETED
 - 2. DELETED
 - 3. DELETED
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others).

- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, fails to conform to the progress schedule required by Paragraph 2.07.A., or if Contractor fails to make prompt payments to subcontractors for labor, materials or equipment, Owner may order Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor. The Owner's rights under Paragraphs 13.07.A and 13.07.B. shall be in addition to and not a limitation of, any other rights and remedies available at law.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the

Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and

equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. .

a. Retainage:

After each Application for Payment has been found acceptable by Owner, Owner will pay an amount equal to the value of the Work completed less any previous payments to Contractor. An amount will be retained on each payment in accordance with the following schedule:

- 1) Ten (10) percent until construction is 50 percent complete.
- 2) Five (5) percent after construction is 50 percent complete, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.
- 3) When the project is substantially complete (as determined by the Engineer) the retained amount will be reduced to two (2) percent of the value of work which is substantially complete.

Contractor shall furnish with each application for payment a Contractor's sworn affidavit listing all parties to receive payments on that request.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

- review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or

tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.
- e. Contractor's Failure to supply lien waivers for materials, equipment, and Subcontract Work completed to date.
- f. Of reasonable doubt that the Work can be completed for the unpaid balance of the Contractor Price.

C. Payment Becomes Due:

- 1. 30 days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work, or a designated portion thereof, ready for its intended use, Contractor shall, in writing to Owner and Engineer, certify that the entire Work, or a designated portion thereof, is substantially complete and request that Engineer issue a Certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing stating his reasons. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Contractor a definitive Certificate of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work unless otherwise provided in the definitive Certificate of Substantial Completion.
- B. DELETED
- C. DELETED
- D. DELETED
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items required by the Contract Documents.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is

substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

B. Liquidated Damages:

1. Should Contractor or Surety fail to complete the Work within the time set forth in the Contract Documents or within such extra time as may be allowed by extensions, there shall be deducted from any monies due or that may become due Contractor or Surety the sum set forth in the Contract Documents for each and every calendar day, including Sundays and holidays, that the Work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due Owner from Contractor or Surety because of Owner's loss of income and other costs incurred resulting from the failure to complete the Work within the time specified. Permitting Contractor or Surety to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of Owner of its rights under the Contractor.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Owner or under an order of court, or other public authority, the Contractor may, upon seven days' written notice to Owner, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the General Conditions; or
2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail (return receipt), postage prepaid, to the last business address known to the giver of the notice.
 3. Whenever any provision of the Contract Documents requires the delivery of any Bond, Agreement, Certificate of Insurance or any other item, it shall be deemed to have been validly delivered if given in person to the individual, to a member of the firm or to an officer of the corporation for whom it is intended, or if given at or sent by registered or certified mail (return receipt), postage prepaid, to the last business address known to him who delivers the article.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in

the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

17.07 *Lien Waivers*

- A. Owner will require that Contractor furnish lien waivers for labor and materials used at any time during the Project as well as at completion of the Project.

SECTION 00830

PREVAILING WAGE RATES

The City of Lake Forest

Prevailing Wage Advisory

This contract calls for the construction of a “Public Work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“The Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of labor’s website at: <https://labor.illinois.gov/laws-rules/conmed/rates.html>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

SECTION 01010

SUMMARY OF WORK

ARTICLE 1 – GENERAL

1.01 Project Description

- A. This project consists of removing and replacing existing or installing new P.C.C. pavement, curb, and sidewalk. There may also be some repair work done on any utility structures that are in the pavement section to be replaced.

1.02 Identification of Drawings

- A. Work included is shown on drawings entitled 2023 Concrete Street, Curb, and Sidewalk Replacement Project prepared by the City of Lake Forest, Engineering Department.

1.03 Form of Specifications

- A. These specifications, prepared by the City of Lake Forest, Department of Engineering, are written in Construction Specifications Institute (CSI) three-part format (General, Products, and Execution).
- B. Items of work are specified by section. Specifications or requirements of one or more sections may apply or be referenced in other sections.
- C. Contractor shall perform or provide items of work stated and comply with requirements stated in each section unless specifically assigned to other contractors or Owner.
- D. The term "provide" shall mean "furnished and installed by Contractor".

1.04 Contractor's Use of Premises

- A. Coordinate use of premises under direction of Engineer.
- B. Assume full responsibility for protection and safekeeping of products under this Contract.
- C. City owned property may not be available for contractor employee parking, material/equipment storage or other contractor needs. Contractor may need to obtain and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
- D. Conduct operations to ensure least inconvenience to general public

1.05 Standard Specifications

- A. References are made herein to the most current edition of "Standard Specifications for Road and Bridge Construction," published by Illinois Department of Transportation.
 - 1. Above Specification is abbreviated IDOTSPECS herein.

2. Provisions regarding basis of payment are as specified by IDOTSPECS unless otherwise superseded by the requirements of this specification (Section 01025).
3. Standard Specifications for Water and Sewer Main Construction in Illinois.

1.06 Easements, Licenses and Permits

- A. The work contained on this project is located within the right-of-way of the City of Lake Forest.
- B. All excavation and/or removal items being disposed of at an uncontaminated soil fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be the responsibility of the Contractor and shall be included in the cost of the associated bid items in the contract. These costs shall include but are not limited to certification by a licensed engineer, all required testing and laboratory analysis, and any state and local dumping fees. Additionally, the contractor shall also be responsible for any rejected loads, the material shall not be returned to The City of Lake Forest.

1.07 Working Hours

- A. No work shall be done between 6:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of Owner. However, emergency work may be done with permission from Engineer.

1.08 Construction Line and Grade

- A. The line and grade shall be furnished by the Contractor. The Engineer shall provide Primary Control Points only. Contractor shall bear sole responsibility for protection of these benchmarks and correct transfer of construction lines and grades.

SECTION 01020

DETAILS

AND

ADDITIONAL SPECIFICATIONS

SEE THE FOLLOWING:

LAKE FOREST DETAILS

Insert Lake Forest Curb Detail 2-06 Here

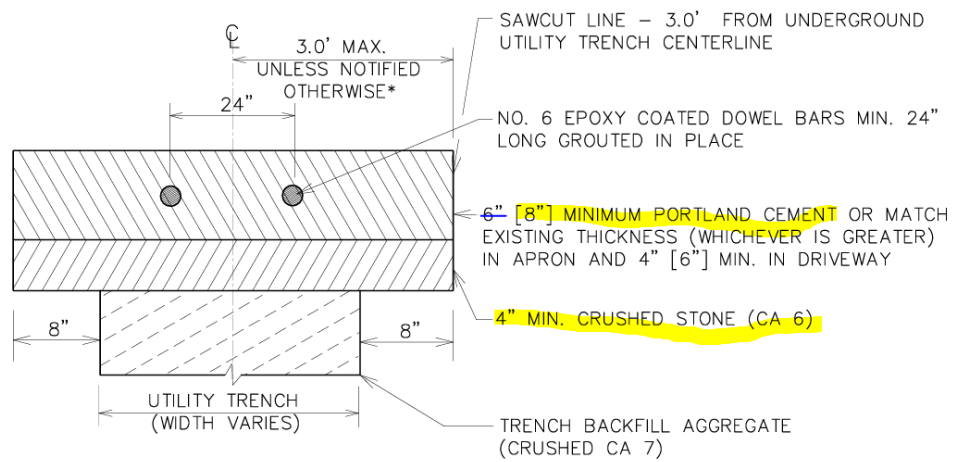
Insert Lake Forest ADA Ramp Detail 2-08 here

Insert Lake Forest Deerpath Sidewalk Extension Map here

**GLENVIEW DETAILS AND
ADDITIONAL SPECIFICATIONS**

**These specifications override and replace any other specifications in this contract as they apply to
any work done in the Village of Glenview.**

GLENVIEW PARKING LOT EXTENSION SPECIFICATIONS



**LAKE BLUFF DETAILS AND
ADDITIONAL SPECIFICATIONS**

**These specifications override and replace any other specifications in this contract as they apply to
any work done in the Village of Lake Bluff.**

LAKE BLUFF DETAILS AND ADDITIONAL SPECIFICATIONS

1.01 Project Schedule

- A. Work may begin after July 6th, 2023 and all of the project work elements must be completed by Friday, August 18th, 2023. Any work in the central business district must be performed so that the panels are not removed or under construction on a Friday due to a Farmer's Market at the Village Green.
- B. It is the intention of this project to complete the work in an as efficient manner as possible. The Contractor shall cooperate and develop a construction schedule that will minimize the impact the project will have on traffic as well as the residences along the route.

1.02 Traffic and Pedestrian Control

- A. When it is necessary to restrict any two-lane roadway on the project to one lane of traffic, the Contractor shall, as a minimum, implement and comply with the requirements of IDOT Standard "701501-03 Urban Lane Closure, 2L, 2W, Undivided, so that traffic flow can be alternated via flag control in both directions.
- B. Temporary traffic control devices shall be employed when necessary and shall meet the requirements of Article 107.14 of the "Standard Specifications for Road and Bridge Construction," latest edition, published by the Illinois Department of Transportation. Signs to be relocated shall comply with Article 107.25 of said specifications. No additional compensation will be allowed for these items and the cost of all traffic control work shall be considered incidental and included as part of other unit prices bid.
- C. Sidewalks, roads, streets, and pavements shall not be unnecessarily blocked or obstructed by excavated materials. Adequate provisions will be made for a satisfactory temporary passage of pedestrians and vehicles. Adequate bridging and planked crossings must be provided, and maintained, across all open trenches for pedestrians and vehicles. Barriers, lights, flares and any other necessary warning devices shall be provided and maintained by the Contractor at all trenches, excavations and embankments at no additional compensation.
- D. In case it is necessary to place excavated material adjacent to buildings, the Contractor shall erect barriers to keep the material off the front of such buildings. In case material is deposited on grass plots, the Contractor shall remove it carefully when backfilling so as not to destroy the grass. All shade trees, shrubs, etc., shall be reasonably protected. The Contractor shall refer to the Section in these Specifications entitled "Site Work" for further information on protection of existing trees and shrubs.
- E. The Contractor shall provide suitable temporary means to channel stormwater that may flow along or across the site of the work.

- F. At all locations where concrete is removed a warning device shall be in place at each end of the limit of removal and all warning devices must be removed within one week of the opening of the sidewalks or curbs.

1.03 Bid Item Requirements

All PCC Sidewalk and PCC Apron replacement, pavement patching, and all restoration activities shall comply with *IDOT's Standard Specifications for Road and Bridge Construction*, latest edition, unless modified herein.

- A. The SF unit price bids for PCC Sidewalk, PCC Curb & Gutter, and PCC Pavement Remove & Replace shall include the cost for mandatory full depth saw cutting around the complete perimeter of all concrete to be removed and replaced. It is essential that full depth saw cutting occur prior to removal of existing panels/curb to minimize disturbance to adjacent concrete to remain.
- B. The cost of all landscape restoration, topsoil and seed, adjacent to sidewalk items shall be included in the unit prices bid for sidewalk items. This shall include additional topsoil in areas where sidewalk panels are being replaced due to existing sunken panels. All gaps along all edges of sidewalk to be replaced adjacent to vegetated areas shall be filled with compacted earth and covered with topsoil and seed to eliminate all drops off the edge of new sidewalk panels.
- C. All sidewalk panel thicknesses shall be to the thicknesses as called out on the Schedule of Prices.
- D. Hot mix bituminous asphalt shall be installed in two lifts to a total depth of 3- inches. Any necessary bituminous patching shall include all saw cutting necessary for a straight clean edge and any granular base material necessary for proper finished grades. All bituminous driveway and street patching work shall be considered incidental and shall be included in the unit prices bid for sidewalk and curb/replacement items.
- E. At each curb ramp location noted in the plans a 2' x 4' section of Vitrified Polymer Composite (VPC) Detectable Warning Surface Tile, known as "Armour Tile" shall be furnished and installed. The "Armour Tile" shall be as manufactured by Engineered Plastics Inc.; or equal to be approved in advance by the Village Engineer. Color shall be Brick Red No. 22144 to match other Detectable Tiles in place in the Village. VPC warning surfaces shall be installed in accordance with the manufacturer's instructions.

1.04 When it is necessary to restrict any two-lane roadway on the project to one lane of traffic, the Contractor shall, as a minimum, implement and comply with the requirements of IDOT Standard "701501-03 Urban Lane Closure, 2L, 2W, Undivided, so that traffic flow can be alternated via flag control in both directions.

- A. Temporary traffic control devices shall be employed when necessary and shall meet the requirements of Article 107.14 of the "Standard Specifications for Road and Bridge

Construction,” latest edition, published by the Illinois Department of Transportation. Signs to be relocated shall comply with Article 107.25 of said specifications. No additional compensation will be allowed for these items and the cost of all traffic control work shall be considered incidental and included as part of other unit prices bid.

- B. Sidewalks, roads, streets, and pavements shall not be unnecessarily blocked or obstructed by excavated materials. Adequate provisions will be made for a satisfactory temporary passage of pedestrians and vehicles. Adequate bridging and planked crossings must be provided, and maintained, across all open trenches for pedestrians and vehicles. Barrriers, lights, flares and any other necessary warning devices shall be provided and maintained by the Contractor at all trenches, excavations and embankments at no additional compensation.

1.05 Resident Notice

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor’s contact person(s) and phone number for additional information.

1.06 Construction Noise

To minimize the effect of construction noise on the area surrounding the improvement, the Contractor shall comply with the following requirements:

- A. All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards. Such equipment shall be operated as designated in (B) below.

- B. Construction operations shall be confined to the daylight hours between 7 A.M. and 5 P.M. on weekdays, and on Saturday from 8 A.M. to 6 P.M. only. No work shall be permitted on Sundays or Holidays. This time restriction shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs and lighting, or to construction of an emergency nature.

- C. Truck traffic will be restricted to those routes as designated by the Village.

1.07 Local Road Compliance

The Contractor shall comply with all local ordinances regarding weight limitations and street cleaning during construction operations. The Contractor will be required to sweep the streets as necessary. Contractor shall utilize a street sweeper with self-contained dirt box,

rotary brushes, and self-contained watering features for purposes of keeping the streets clean at all times. The Contractor shall maintain a supply of calcium chloride on the job and shall apply as a dust control method as directed by the Village. No separate payment will be made for street cleaning, and the cost of such work shall be incidental, and the cost thereof included in other unit price items bid on the Contract.

1.08 Existing Facilities

The Contractor shall provide protection of existing facilities from damage during the course of construction operations. Damage caused by the Contractor's operations shall be repaired or replaced at the Contractor's expense.

Existing sidewalks, driveways, entrances, ditches, sprinkler systems, culverts, lawns, timbers, bricks, decorative boulders, active utilities, signs, fences, field tiles, sheds and other miscellaneous property inside or outside of the right-of-way which need to be removed to allow construction shall be restored to a condition at least equivalent to that which existed prior to starting the work unless additional arrangements are made satisfactory to the property owner.

1.09 Contractor's Responsibilities

The Contractor shall be held strictly responsible that all parts of the work shall be acceptable to the Village. Any defects that develop in the work within two (2) years from the date of final acceptance of the work will be replaced at the Contractor expense.

1.10 Insurance and Hold Harmless Agreement

- A. Insurance requirements for the project shall conform to Section 107.27 of the Standard Specifications for Road and Bridge Construction except as modified to include the following:

Whenever the word "member" or "municipality" occurs in this section, it shall mean the village of Lake Bluff. The Contractor shall produce and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

1) Minimum Scope of Insurance

Coverages shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability occurrence from GC 0001 with the member named as additional insured, on a form at least as broad as the attached sample, endorsement including ISO Additional. Insured Endorsement CG 2026, CG 2010, and

- b. Owners and Contractor Protective Liability (OCP) Policy with the member as insured, and
 - c. Insurance Service Office Business Auto Liability coverage from number CA 0001 (ed. 10/90 or newer), Symbol 01 “Any Auto”.
 - d. Workers’ Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.
- 2) Minimum Limits of Insurance

Contractor shall maintain limits no less than specified in the Contract.

3) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the member. At the option of the member, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees, and volunteers; or the Contractor shall procure bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

B. Other Insurance Provisions

These policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages

- a. The member, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor’s work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premise owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents; employees, and volunteers.
- b. The Contractor’s insurance coverage shall be primary as respects the member, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, agents, employees, and

volunteers.

- d. The Contractor's insurance shall contain a Severability or Interest/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the member, its officials, agents, employees, and volunteers as additional insureds.

2) Workers' Compensation and Employers' Liability Coverage

The Insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality

3) All Coverages

Each Insurance policy required by this clause shall be endorsed to state the coverages shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the member.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois

D. Verification of Coverage

Contractor shall furnish the member with Certificates of Insurance naming the member, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates and endorsements may be on forms provided by the member and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A), such as ISO additional Insured Endorsement CG 2026 or CG 2010. The member reserves the right to request full, certified copies of the insurance policies and endorsements.

E. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Assumption of Liability

The Contractor assumes liability for all injury to or death of any person to persons including employees of the Contractor, Subcontractor, any supplier, or any other person, and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

G. Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Village of Lake Bluff and their respective agents and employees (indemnities) from and against any and all claims, damages, losses, economic losses, and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the work, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, excluding any proportionate amount of claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligation shall not be constructed to negate, bridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. The Contractor shall, at its own expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against the member, its officials, agents, and employees in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability, benefit acts, or other employee benefit acts.

The Contractor will obtain and maintain Commercial General Liability Insurance with broad form Property Damage coverage and contractual liability endorsement insuring the indemnity required of the Contractor. The Village of Lake Bluff will be named as additional insured endorsement included on the Contractor's Commercial General Liability policy will provide the following:

- 1) That the coverage afforded the additional insureds will be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor.
- 2) That if the additional insureds have other insurance that is applicable to the loss,

such other insurance will be on an excess or contingent basis.

- 3) That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance.
- 4) That the additional insureds will be given not less than 30 days' prior written notice of any cancellation thereof.

EXHIBIT A

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability “arising out of your work”.

For purposes of this endorsement, “arising out of your work”. Shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

SECTION 01025

MEASUREMENT AND PAYMENT

ARTICLE 1 – GENERAL

1.01 Requirements Included

- A. This section identifies bid items for this project by number and lists applicable specification sections, work included, method of measurement and method of payment.

1.02 Description of Bid Items

A. General:

Provide all necessary labor, materials, equipment, supervision, and other services to construct each bid item as required by Contract Documents.

Where applicable, all of the following contract Bid Items shall include the cost of:

1. **Site Preparation**
2. **Locating, potholing, exposing and protecting existing utilities. Methods may include machine excavation, hand-digging, hydro-excavation and vacuum excavation.**
3. **Protecting existing site objects and new work.**
4. **Repair or restoration of existing site objects and new work damaged during work.**
5. **Clean-up.**
6. **Other appurtenant and incidental work.**
7. **General requirements of the sections listed.**

B. Bid Items:

Bid Items #1, 2, 3, 4, 11, 19

- 5" P.C.C. SIDEWALK, REMOVE & REPLACE [LF][LB]

- 7" P.C.C. SIDEWALK, REMOVE & REPLACE [LF][LB]

- ADA DETECTABLE WARNING [LF][LB]

- COMBINATION PCC CURB AND GUTTER REMOVAL AND REPLACEMENT, MATCH EXISTING (INTERMITTENT) [LF][LB]

- PCC DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6" [GV]

- PCC SIDEWALK REMOVAL AND REPLACEMENT (5-6"), STATE OR COUNTY ROAD [GV]

a. Materials and installation as described in:

- 1) Section 01020 - Details
- 2) Section 02100 - Site Preparation.

- 3) Section 02500 - Paving and Surfacing.
 - 4) Section 02900 – Landscaping
 - 5) Restoration of adjacent areas, restoration of parkway and lawn areas shall consist of 4" topsoil, seed, and blanket.
- b. Include costs of:
- 1) Concrete Sidewalk and ADA Ramp materials as specified in Lake Forest Standard 2.08 and their removal and installation in locations shown on drawings or where directed by Engineer.
 - 2) Curb and Gutter materials, including 24" long No. 6 epoxy coated dowel bars at 36" on center, 8" embedded, drilled into existing P.C.C. pavement, and their removal and installation in locations shown on drawings or where directed by Engineer.
 - 3) Restoration of adjacent areas, restoration of parkway and lawn areas.
 - a. This includes the restoration of any adjacent driveway or street pavement.
- c. Do not include costs of:
- 1) Curb and gutter or Sidewalk materials and installation in other locations.
 - 2) Work included in other bid items.
- d. Measurement for Payment:
- Measure, to nearest 0.1 lineal foot the quantity of curb and gutter, to nearest 0.1 square foot the quantity of sidewalk or ADA Detectable Warning, or to the nearest 0.1 square yard for PCC driveway actually installed in locations shown on drawings or where directed by Engineer.
- e. Payment:
- Include cost of work listed herein in unit price bid per square foot for 5" P.C.C. SIDEWALK, REMOVE & REPLACE; 7" P.C.C. SIDEWALK, REMOVE & REPLACE; ADA DETECTABLE WARNING; PCC SIDEWALK REMOVAL AND REPLACEMENT (5-6"), STATE OR COUNTY ROAD; per lineal foot for COMBINATION PCC CURB AND GUTTER REMOVAL AND REPLACEMENT MATCH EXISTING (INTERMITTENT); and per square yard for PCC DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6".

Bid Items #5, 21

CLASS B PATCH 7", TY III-IV, REMOVE AND REPLACE [LF]
 P.C.C. PAVEMENT REMOVE & REPLACE (7") [LB]

- a. Materials and installation as described in:
- 1) Section 01020 – Details.
 - 2) Section 02100 - Site Preparation.
 - 3) Section 02500 - Paving and Surfacing.
 - 4) Section 02900 – Landscaping
 - 5) Section 01570 – Traffic Control
 - 6) Other sections containing appurtenant and incidental work.
- b. Include costs of:

- 1) P.C.C. Pavement materials, including 24" long No. 6 epoxy coated dowel bars at 36" on center, 8" embedded, drilled into existing P.C.C. pavement, and their removal and installation in locations shown on drawings or where directed by Engineer.
 - 2) Full Depth Saw-Cutting
 - 3) Traffic Control.
- c. Do not include costs of:
- 1) Sidewalk or curb materials and installation in other locations.
 - 2) Work included in other bid items.
- d. Measurement for Payment:
Measure, to nearest 0.1 square yard the quantity of P.C.C. pavement removed and replaced in location shown on drawings or where directed by Engineer.
- e. Payment:
Include cost of work listed herein in unit price bid per square yard for CLASS B PATCH 7", TY III-IV, REMOVE AND REPLACE, P.C.C. PAVEMENT REMOVE & REPLACE (7").

Bid Item #6

VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED [LF]

- a. Materials and installation as described in:
- 1) Section 01020 - Details
 - 2) Section 02100 - Site Preparation.
 - 3) Section 02200 - Excavating, Backfilling and Compacting.
 - 4) Section 02721 - Manholes and Inlets.
- b. Includes costs of:
- 1) Excavating and disposing of surplus excavated materials.
 - 2) Sheet piling, shoring, and bracing materials and their installation and removal.
 - 3) Dewatering.
 - 4) Flow control.
 - 5) Abandoning existing catch basin/inlet leads.
 - 6) New manhole/catch basin/inlet base section, concrete bench, riser, top/cone section, adjusting rings, along with the manhole/catch basin/inlet installation; frame and lid or grate; adjustment; remove and replace; or abandonment.
 - 7) Internal rubber sleeve frame/chimney seal installed as part of sanitary manhole adjustment.
 - 8) Reconnecting existing storm sewer lines.
- c. Do not include costs of:
- 1) Work included in other bid items.
- d. Measurement for Payment:
Manhole/catch basin/inlet shall be paid for at the unit prices for each or for frame and lid/grate, or for adjustment, or for abandonment, or for remove and replace. No

separate measurement shall be made of the individual components of the payment items.

- e. Payment:
Include cost of work listed herein in unit price each for VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED.

Bid Item #9, 10

P.C.C. PAVEMENT PATCH, CL B (7") [GV][WN]

P.C.C. PAVEMENT PATCH, CL B, STATE & COUNTY ROADS, BASE ONLY (9") [GV]

- a. Materials and installation as described in:
 - 1) Section 01020 – Details.
 - 2) Section 02100 - Site Preparation.
 - 3) Section 02500 - Paving and Surfacing.
 - 4) Section 02900 – Landscaping
 - 5) Section 01570 – Traffic Control
 - 6) Other sections containing appurtenant and incidental work.
- b. Include costs of:
 - 1) P.C.C. Pavement materials and their removal and installation in locations shown on drawings or where directed by Engineer.
 - 2) Full Depth Saw-Cutting
 - 3) Traffic Control.
- c. Do not include costs of:
 - 1) Sidewalk or curb materials and installation in other locations.
 - 2) Work included in other bid items.
- d. Measurement for Payment:
Measure, to nearest 0.1 square yard the quantity of P.C.C. pavement removed and replaced in location shown on drawings or where directed by Engineer.
- e. Payment:
Include cost of work listed herein in unit price bid per square yard for P.C.C. PAVEMENT PATCH, CL B (7") and P.C.C. PAVEMENT PATCH, CL B, STATE & COUNTY ROADS, BASE ONLY (9").

Bid Item #12

P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5"-6") [LW][GV][KN][NF]

This item shall include the removal and replacement of Portland Cement Concrete sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440. The work shall include complete removal of those areas which have been marked by the Public Work Director (or his/her designee) for removal and which are included on a list supplied to the Contractor. The

Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

The sidewalk shall be constructed of Class X Portland Cement Concrete which shall have a minimum of six (6) bags Type 1 Cement per cubic yard. All materials shall meet the requirements of the articles of Section 1000.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway. Saw cuts will be made to provide for smooth joints between all existing and proposed work. Any damage done to adjacent sidewalks will be replaced by Contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 1022.01 of the Standard Specifications shall be applied to all finished concrete surfaces. This membrane curing compound must have white pigment added and be applied in two coats at right angles to each other. The application of curing compound is considered incidental to Portland Cement Concrete sidewalk or driveway. **WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR.** All Portland Cement Concrete shall be treated with a protective coat application.

Sidewalk construction across driveways **WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY** to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. Where sidewalk is replaced across a driveway, it will be with a 6" thickness. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement. The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the Public Work Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

The Contractor shall place top soil and seed where the grade of new sidewalk or curb and gutter is substantially above the existing grade. Topsoil and seed will placed where gaps between existing grade and replaced sidewalk or curb exist. This item will be considered incidental to all construction. When adjacent to curb, the area will be 6" thick at the curb and taper down to 0" thick, 3 feet from the curb. Any settlement of these areas subsequent to initial restoration will be corrected with additional topsoil and seed.

All materials incorporated in this Contract are to be inspected according to the non-QC/QA programs per the Project Procedures Guidelines (PPG). The latest version is available on the IDOT website at: <http://www.dot.state.il.us/materials/projectproceduresguide.html>

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5"-6"), which includes sidewalk removal, expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials and restoration of parkways.

Bid Items #14, 15

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18) [GV][NF][LW][WN]

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24) [GV]

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal and replacement of M3.12, B6.12 and B6.18 curb and gutter to match existing. Sections to be removed must be broken out at an existing joint or must be sawcut full-depth to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him.

The new curb must be depressed for ADA ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him. Contraction joints shall be sawed and sealed according to the Standard Specifications every ten feet or at wider spacing if required by the Public Work Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required.

If required, prior to placing new curb and gutter section, the Contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the Contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the Public Work Director (or his/her designee) for replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item. No additional restoration will be allowed unless approved by Public Work Director (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18) and COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24).

Bid Item #16
DETECTABLE WARNING FIELDS [GV][NF]

Detectable warnings (fiberglass) shall consist of pre-stamped fiberglass reinforced plastic panels as manufactured by Access Tile (cast in place replaceable) or approved equal (2' x 5' typical). Any ramp panel substitutions must be submitted in writing to the ENGINEER for approval.

Detectable warning panels may be supplied by the owner to be installed by the contractor.

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNING FIELDS.

Bid Item #18
TREE GATE INSTALLATION [GV]

This item shall consist of forming and pouring, in place, the concrete frame suitable for the installation of Neenah Foundry Tree Grate R 8500. The Contractor shall carefully excavate so as to minimize damage to the surrounding public area. All work shall be in accordance with the attached detail (Attachment C). The concrete frame shall be a minimum 6 inches thick, and 12 inches in depth formed and finished to allow for the installation of the tree grate. The

Contractor shall obtain from the Village of Winnetka, and install the tree grates at locations designated by the Village of Winnetka.

Basis of Payment: This work shall be paid for at the contract unit price per each for TREE GRATE INSTALLATION.

Bid Item #20

PCC NEW SIDEWALK PLACEMENT (5") [LB]

This item shall include excavation and placement of new sidewalk of the thickness specified. Excavation shall include removal of top soil, sod, existing driveways, and debris encountered to reach a depth of approximately 2" below the proposed bottom of sidewalk. Two inches of CA14 Course Aggregate (Section 1000) shall then be compacted in place followed by the specified thickness of Portland Cement Concrete Sidewalk. Methods of construction will be according to those in PCC NEW SIDEWALK PLACEMENT (5"). The aggregate shall be included as part of this item.

Alternate Bid Item #A1

NEW P.C.C. SIDEWALK PLACEMENT (5"-7")

- a. Materials and installation as described in:
 - 1) Section 01020 - Details
 - 2) Section 02100 - Site Preparation.
 - 3) Section 02500 - Paving and Surfacing.
 - 4) Section 02900 – Landscaping
 - 5) Restoration of adjacent areas, restoration of parkway and lawn areas shall consist of 4" topsoil, seed, and blanket.
- b. Include costs of:
 - 1) Concrete Sidewalk materials as specified in Lake Forest Standard 2.08 and their installation in locations shown on drawings or where directed by Engineer.
 - 2) Restoration of any adjacent driveway or street pavement.
- c. Do not include costs of:
 - 1) Sidewalk materials and installation in other locations.
 - 2) Work included in other bid items.
 - 3) The excavation of the existing earth.
- d. Measurement for Payment:

Measure to nearest 0.1 square foot the quantity of sidewalk actually installed in locations shown on drawings or where directed by Engineer.
- e. Payment:

Include cost of work listed herein in unit price bid per square foot for NEW P.C.C. SIDEWALK PLACEMENT (5"-7").

Alternate Bid Item #A2
EARTH EXCAVATION

This item shall include all excavation necessary for the installation of the new concrete sidewalk. It will also include any regrading necessary in the areas around the new sidewalk.

- a. Materials and installation as described in:
 - 1) Section 02100 - Site Preparation.
 - 2) Section 02200 - Excavating, Backfilling and Compacting.
 - 3) IDOT Section 202
- b. Includes costs of:
 - 1) The excavating, transportation and disposal of excavated material & construction debris.
 - 2) Any required saw cutting of existing pavement and concrete curbs/structures.
- c. Do not include costs of:
 - 1) Work included in other bid items.
- d. Measurement for Payment:
Measure, to nearest 0.1 square foot the dimensions and calculate the area actually excavated in Cubic Yards as depicted on the drawings or where directed by Engineer.
- e. Payment:
Include cost of work listed herein in unit price bid per Cubic Yard for EARTH EXCAVATION

Alternate Bid Item #A3
DRIVEWAY PAVEMENT REMOVAL

This item shall include the removal of the asphalt pavement surface of driveways and bike paths.

Any materials removed shall become the property of the contractor.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for DRIVEWAY PAVEMENT REMOVAL.

Alternate Bid Item #A4
GRASS RESTORATION (4" TOPSOIL, SEEDING AND BLANKET)

- a. Materials and installation as described in:
 - 1) Section 01570 – Traffic Control
 - 2) Section 02100 – Site Preparation
 - 3) Section 02200 – Excavating, Backfilling and Compacting
 - 4) Section 02900 – Landscaping

- 5) IDOT Section 250
- b. Includes costs of:
- 1) Excavation necessary for topsoil placement.
 - 2) Placing topsoil on all landscaped areas as shown on drawings or where directed by Engineer.
 - 3) Preparing seed bed and installing fertilizer.
 - 4) Spreading seed of the Class/Type or mix specified on the plans or as directed by the Engineer prior to placement of blanket.
 - 5) Removing all rocks, clods, sticks and any other foreign matter prior to placement of blanket.
 - 6) Performing final shaping, trimming and finishing.
 - 7) Disposing of surplus excavated materials
 - 8) Watering.
 - 9) Placing blanket according to manufacturer's specifications on all landscaped area as depicted on the plans or where directed by the Engineer.
- c. Do not include costs of:
- 1) Work included in other bid items.
- d. Measurement for Payment:
- Measure, to nearest 0.1 square foot, the dimensions and calculate that actual grass restoration in Square Yards as depicted on the drawings or where directed by Engineer.
- e. Payment:
- Include cost of work listed herein unit prices per square yard for GRASS RESTORATION (4" TOPSOIL, SEEDING AND BLANKET)

SECTION 01050

FIELD ENGINEERING

ARTICLE 1 – GENERAL

1.01 Primary Control Points

- A. Benchmarks provided by Engineer to establish primary vertical control for work are indicated on drawings. Elevations are referenced to benchmark indicated on the drawings.
- B. Points or references for primary horizontal control provided by Engineer for construction of work are indicated on drawings.
- C. Contractor shall preserve and maintain primary control points.

1.02 Primary Line and Grade

- A. DELETED
- B. Contractor shall:
 - 1) Provide primary line and grade by means of reference points placed along route or at site of work at locations where structures and other appurtenances are to be installed.
 - 2) Arrange work operations to avoid interference with establishment of primary lines and grades.
 - 3) Provide calculations, field adjustments and re-staking due to field changes.
 - 4) Check accuracy of line and grade by visual inspection and provide periodic checks with surveying equipment.
 - 5) Notify Engineer at least 3 working days prior to start of construction when making requests for *primary control points*.
 - 6) Be responsible for protection and preservation of reference points. Re-establishment of primary control points will be done by Engineer only as Engineer's schedule permits.

1.03 Construction Line and Grade

- A. Contractor shall bear sole responsibility for correct transfer of construction lines and grades from primary line and grade points and for correct alignment and grade of completed work based upon lines and grades shown on drawings.

1.04 Working Hours

- A. The hours when construction shall be allowed are stated in SUMMARY OF WORK section. If Contractor requests to work outside of the designated working hours and the request has

received approval from the Owner, the Contractor shall assume responsibility for the cost of the inspection provided by the Engineer. The rate at which the inspection time is to be compensated will be determined by the Owner.

SECTION 01300

SUBMITTAL

ARTICLE 1 – GENERAL

1.01 Description

- A. This section contains requirements for submittals of construction progress schedules, shop drawings, preconstruction video recording, and other submittals required by Contract Documents.
- B. Submittal for Review:
 - 1) Submit required materials for Engineer's review in accordance with requirements of Contract Documents.

1.02 Construction Progress Schedules

- A. Prepare and submit construction progress schedule in accordance with requirements of General Conditions.
- B. No work shall be done between 6:00 p.m. and 7:00 a.m., nor, on Saturdays, Sundays, or legal holidays without written permission of Owner. However, emergency work may be done with permission from Engineer.
- C. Prepare schedules in form of a horizontal bar chart, critical path method (CPM), or other approved format.
 - 1) Provide separate horizontal bar for each item.
 - 2) Show dates for beginning and completion of each item of construction.
 - 3) Allow space for notations and future revisions.

1.03 Shop Drawings, Certifications, and Samples

- A. Submit shop drawings, certifications, and samples required in individual specification sections.
- B. Contractor's responsibilities shall include:
 - 1) Review shop drawings, certifications, and samples prior to submittal.
 - 2) Determine and verify:

- a) Field measurements.
 - b) Field construction criteria.
 - c) Catalog numbers and similar data.
 - d) Conformance with specifications.
- 3) Coordinate each submittal with requirements of work and of Contract Documents.
 - 4) Notify Engineer in writing, at time of submittal, of deviations in submittals from requirements of Contract Documents.
 - 5) Do not begin fabrication or other work which requires submittals until return of submittals with Engineer approval.
 - 6) Designate in construction progress schedule, dates for submittal and receipt of reviewed shop drawings, certifications, and samples.

C. Submittals shall contain:

- 1) Date of submittal and dates of previous submittals.
- 2) Project title and number.
- 3) Contract identification.
- 4) Names of:
 - a) Contractor
 - b) Supplier
 - c) Manufacturer
- 5) Identification of product, with identification numbers, and drawing and specification section numbers.
- 6) Field dimensions, clearly identified.
- 7) Identify details required on drawings and in specifications.
- 8) Show manufacturer and model number, give dimensions, and provide clearances.
- 9) Relation to adjacent or critical features of work or materials.
- 10) Applicable standards, such as ASTM or Federal Specification numbers.
- 11) Identification of deviations from Contract Documents.
- 12) Identification of revisions on resubmittals.

13) Eight-inch by 3-inch blank space for Contractor and Engineer stamps.

14) Contractor's stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of work and Contract Documents.

D. Resubmittal requirements shall include:

1) Corrections or changes in submittals required by Engineer. Resubmittals are required until approved.

2) Shop drawings and product data:

a) Revise initial drawings or data and resubmit as specified for initial submittal.

b) Indicate changes which have been made other than those requested by Engineer.

3) Submit new samples as required for initial submittal.

E. Distribute reproductions of shop drawings and copies of product data which carry Engineer's stamp approval to:

1) Contractor's file.

2) Subcontractors.

3) Supplier or fabricator.

F. Engineer's duties include:

1) Review submittals with reasonable promptness and in accordance with schedule.

2) Affix stamp and signature, and indicate requirements for resubmittal or approval of submittal.

3) Return submittals to Contractor for distribution or for resubmittal.

1.04 Preconstruction Video Recording

A. Provide color audio-video recording of construction areas prior to start of construction, as specified herein.

B. Schedule video recording so that the project area around each repair location is recorded within one week of the start of construction at each repair location.

C. Provide coverage of entire area where construction activities are to be undertaken in relation to this project.

- D. Mark audio description simultaneously with video coverage. Include coverage, but not limited to, all existing roadways, curbs, driveways, sidewalks, parkways, landscaping and trees. Identify houses and buildings with their related coverage items, audibly and visually by address. Note if there is any evidence of an underground sprinkler system or an underground electric pet fence.
- E. Begin each recording with the current date, project name, owner and location.
- F. When recording, the camera shall travel at a rate of speed not exceeding 5 miles per hour. Control panning rates and zoom-in rates to provide clarity of the viewed object during playback.
- G. Perform all video recording during times of good visibility.
- H. The Engineer has the authority to designate what areas may be omitted or added for audio-video coverage.
- I. Perform all video recording during regular business hours, unless otherwise specified by the private property owner or Engineer. Enter and leave private property in a professional and orderly, workmanship like manner.
- J. The Engineer has the authority to reject all or any portion of the video tape not conforming to these specifications. Video recordings not found acceptable by the Engineer shall be done over at no cost to the Owner.
- K. Construction will not be allowed to commence without approved (by Engineer) video recordings of the construction areas.
- L. Upon acceptance of the video recordings by the Engineer they will become the property of the Owner.

ARTICLE 2 – PRODUCTS

2.01 Preconstruction Video Recording, Incidental to Contract

- A. Furnish all equipment, accessories and materials necessary to perform audio-video recording of entire construction area prior to the start of construction.
- B. Provide the total audio-video recording system and procedures as required to produce a finished product that will fulfill the technical requirements of the project. Produce the video portion of the recording with bright, sharp, clear pictures with accurate colors and free from distortion, tearing, rolls or other forms of picture imperfection. Produce the audio portion of the recording with proper volume, clarity and free from distortion.
- C. Make recordings with a video cassette recorder using VHS format or with a digital video recorder of comparable standards.

- D. If using VHS format, use new 1/2 inch, high energy, extended still frame capable, color video tape cassettes.
- E. If using digital format, use a high enough resolution so that the image is extended still frame capable and can be zoomed in while maintaining acceptable detail.

ARTICLE 3 – EXECUTION

3.01 Submittal Requirements

- A. Provide complete copies of required submittals as follows:
 - 1) Construction progress schedule:
 - a) Two copies of initial schedule.
 - b) Two copies of any revision.
 - 2) Shop Drawings: Three copies.
 - 3) Preconstruction video recording: one copy.
 - 4) Other Required Submittals:
 - a) Three copies if required for review.
 - b) Two copies if required for record.
- B. Deliver required copies of submittal to Engineer.

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

ARTICLE 1 – GENERAL

1.01 Description

- A. Furnish, install and maintain temporary facilities and controls required for construction; remove on completion of work. The costs associated with the temporary facilities and controls shall be incidental to the work performed.

ARTICLE 2 – PRODUCTS

2.01 Materials - General

- A. Temporary construction materials may be new or used, but must be adequate in capacity for required usage, shall not create unsafe conditions, and shall not violate requirements of applicable codes and standards.

2.02 Temporary Water

- A. Arrange with Owner to provide water for construction purposes.
- B. Pay all costs for installation, maintenance and removal, and service charges for all water used. Service shall be metered separately to Contractor as required by the City.
- C. Be advised that Owner has experienced water shortages in the past and has imposed bans on use of City water for lawn sprinkling. Such bans shall apply to Contractor. Provide alternate supply of water for lawn sprinkling during City sprinkling bans.

2.03 Temporary Sanitary Facilities

- A. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use of Contractor's employees.
- B. Maintain in sanitary condition and properly supply with toilet paper.
- C. Remove from site before final acceptance of work.

2.04 Temporary Fire Protection

- A. Fire hydrants shall remain accessible at all times to the Owner.

2.05 Temporary Site Work

- A. Roadways shall be maintained along where construction has occurred or which are prepared for construction in a clean, driveable condition as determined by the Engineer. When directed by the Engineer, the Contractor shall immediately take corrective action to temporarily repair the roadway to the satisfaction of the Engineer.
- B. Provide and maintain temporary site drainage.
- C. Exercise caution to minimize increase in suspended solids and turbidity in surface waters within and adjacent to construction area. Spoils are not to be deposited in surface waters. Control and minimize sediment runoff and excavation erosion to surface waters.

2.06 Damage to Existing Property

- A. Be responsible for replacing or repairing damage to existing buildings, sidewalks, roads, parking lot surfacing, utilities and other existing assets.
- B. Contractor shall take measures to insure that debris does not enter any of the Owner's facilities (including but not limited to sanitary and storm sewers, valve vaults and boxes). If debris does enter these facilities, the Contractor shall take immediate corrective action to remove all of the debris.

2.07 Security

- A. Security will not be provided by Owner.
- B. Contractor shall be held responsible for loss or injury to persons or property where his work is involved, and shall provide such security and take such precautionary measures as deemed necessary to protect Contractor's and Owner's interests.

2.08 Temporary Parking

- A. Make arrangements for parking area for employee's vehicles.
- B. Costs involved in obtaining this parking area shall be borne by Contractor.
- C. There shall be no parking on construction site unless designated or approved by Owner.

2.09 Temporary Fencing

- A. Provide temporary fencing sufficient to prevent trespass by public into active construction areas as specified in Traffic Control Section.
- B. Materials shall be sufficiently durable to be effective for the duration of the work.

ARTICLE 3 – EXECUTION

3.01 General

- A. Provide and operate systems to ensure continuous service.
- B. Modify and extend systems as work progress requires.

3.02 Removal

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore existing or permanent facilities used for temporary services to specified, or to original, condition.

SECTION 01560

PROTECTION OF ENVIRONMENT

ARTICLE 1 – GENERAL

1.01 Description

- A. Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.

1.02 Protection of Sewers

- A. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.

1.03 Protection of Waterways

- A. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
- B. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.

1.04 Disposal of Excess Excavated and Other Waste Materials

- A. Dispose of excess excavated material and other waste material in a lawful manner.
- B. All excavation and/or removal items being disposed of at an uncontaminated soil fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be the responsibility of the Contractor and shall be included in the cost of the associated bid items in the contract. These costs shall include but are not limited to certification by a licensed engineer, all required testing and laboratory analysis, and any state and local dumping fees. Additionally, the contractor shall also be responsible for any rejected loads, the material shall not be returned to the site of origin.

1.05 Protection of Air Quality

- A. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and

equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.

B. Trash burning will not be permitted on construction site.

1.06 Use of Chemicals

A. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.

B. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.

1.07 Noise and Dust Control

A. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.

B. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.

C. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines.

D. Line storage bins and hoppers with material that will deaden sounds.

E. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

SECTION 01570

TRAFFIC CONTROL

ARTICLE 1 – GENERAL

1.02 Description

- A. Contractor shall be solely responsible to keep work areas open to pedestrian and vehicular traffic to maximum extent practical and to provide safe passage of such traffic and continuous access for emergency vehicles. Full closure of the roadway must be approved by the Owner prior to undertaking the closure.
- B. Provide, install and maintain items such as barricades, beacons warning signs, temporary pavement markings, lane delineators, temporary fencing, flag persons and other appurtenances to protect pedestrian traffic, vehicular traffic, and Contractor's own work forces during construction operations as described in Specification section. These control measures shall be in place whenever a hazardous condition exists. The contractor is solely responsible for ensuring the maintenance of the control measures at all times whether or not work is taking place on the site.
- C. Remove temporary equipment and facilities when no longer required; restore area to original condition.

1.03 Quality Assurance

G. Requirements of Regulatory Agencies:

- 1) Occupational Safety and Health Act (OSHA) applicable provisions.

H. Reference Standards:

- 1) Illinois Department of Transportation
 - a) Standard Specifications for Road and Bridge Construction (Current Edition) (IDOTSPECS).
- 2) Illinois Department of Transportation. Bureau of Design.
 - a) Highway Standards (ILHWSTDS).
- 3) Illinois Department of Transportation. Bureau of Local Roads.
 - a) BLR Standard 17-3 - Standard Design Typical Application of Traffic Control Devices for Day Labor Construction on Rural Local Highways.

- b) BLR Standard 21-6 - Standard Design Typical Application of Traffic Control Devices for Contract Construction on Rural Local Highways.

1.04 Submittals

A. Traffic Control Schedule:

- 1) Submit traffic control schedule of street and walkway closings, partial closings and detours prior to implementation.
- 2) Submit updates as necessary to keep Owner fully informed of traffic routing.
- 3) Owner will review schedules and updates only for maintenance of adequate traffic patterns within and through construction areas.
 - a) Owner's review and acceptance shall not be construed as confirming adequacy of protection measure proposed.
 - b) Owner will notify residents of construction schedules and traffic plans. Contractor shall be solely responsible for full protection of public and Contractor's own forces.
- 4) Work will not be allowed until Owner has reviewed and accepted traffic control schedules and updates as well as their implementation.
- 5) Submit a list of traffic control maintenance personnel with 24 – hour phone numbers. These personnel shall respond to the work site regardless of the time of day when contacted by city Public Works or Police department employees concerning inadequate or control measures or unsafe conditions on the job site. This 24 - hour maintenance shall be considered incidental to the work and not paid for separately.

ARTICLE 2 – PRODUCTS

2.01 Materials

A. Traffic control materials shall conform to following:

- 1) IDOTSPECS Section 701.
- 2) ILHWSTDS Section F.
- 3) OSHA applicable provisions.

ARTICLE 3 – EXECUTION

3.01 General

- A. Provide traffic control as outlined on the Drawing (when applicable) and as described in this section.

3.02 Traffic Control Schedule

- A. Prepare plan for pedestrian and vehicular traffic control compatible with construction procedures employed in each construction area. Incorporate proposed construction sequencing to form continuous traffic control schedule.
- B. Include detailed descriptions of proposed procedures for pedestrian and vehicular traffic routing and protection in immediate construction area and surrounding area during both working and non-working hours.

3.03 Vehicular Traffic Control

- A. Provide traffic control for work in or adjacent to streets and alleys as described.
- B. General Requirements:
 - 1) The minimum requirement for traffic control is described herein. Contractor shall institute any other measures necessary to ensure safety of vehicular and pedestrian traffic.
 - 2) For streets and alleys along or in which construction is occurring and for areas where construction vehicles are entering or leaving streets, warning signs informing traffic of construction activities ahead and restricting roadway to local traffic only shall be posted.
 - 3) When it is necessary to completely close a street, as determined by the Engineer and approved by the Owner, detour signs shall be posted under the supervision of the Engineer so that traffic can be properly rerouted around the construction site.
 - 4) For unpaved trenches and other disturbed areas in pavement: Provide flashing light barricades, Type I or II, to channelize traffic into undisturbed pavement.
 - 5) At cross-streets and alleys: Flashing light barricades, Type III, to screen off disturbed areas in trenches.
 - 6) Grade backfilled trenches uniformly to permit safe crossing by vehicles.
- C. During Working Hours:
 - 1) Driveways: Open to maximum practical extent. Maximum duration of closure - 4 hours except for replacement of driveway.
 - 2) Sidewalks and cross-walks: Open to maximum practical extent.

- 3) Alleys: Closed to through traffic; open to adjoining property to maximum practical extent.
- 4) Two-lane streets: One lane continuously open in alternating directions controlled by flag persons.

D. During Non-Working Hours:

- 1) Driveways: Open except for replacement of driveway.
- 2) Sidewalks and cross-walks: Open except for replacement of walks.
- 3) Alleys: Open, one-way travel restrictions permitted.
- 4) Two-lane street: Both lanes continuously open.

E. Barricade and warning sign arrangements shall conform to the following ILHWSTDS as minimum. The specific type of arrangement to be utilized shall be determined by Engineer.

- 1) Full closure local traffic permitted BLR Standard 17-3.
- 2) Full closure no traffic permitted BLR Standard 17-3.
- 3) Full closure local traffic permitted BLR Standard 21-6.
- 4) Full closure no traffic permitted BLR Standard 21-6.

F. Provide more extensive warnings, markings and controls in areas having special local conditions such as:

- 1) High daily or hourly traffic volumes.
- 2) Unusual turning patterns.
- 3) Moderate to high pedestrian traffic.
- 4) School zones.
- 5) Hospitals or other emergency care facilities.
- 6) Police, fire, ambulance, civil defense or other emergency services.
- 7) Public works facilities.

G. Specific Requirements:

- 1) Maintain the following throughout the duration of the work.

- a) Two-way traffic at all times.
- b) During working hours as construction crosses road, maintain two-way traffic, one lane open with flag persons to alternate traffic flow.
- c) Parking restricted where necessary.

3.04 Pedestrian Traffic Control

- A. The minimum requirements for pedestrian traffic control are described herein. Contractor shall institute the requirements and any other measures necessary to protect pedestrians and residents from construction operations and from vehicular traffic traveling through construction area.
- B. During working hours, provide Type I or II barricades to protect public from open excavations, wet paint, wet concrete, other construction operations, stockpiled materials, construction equipment and vehicular traffic.
- C. Control excavation operations so size of open excavation at end of each work day is minimum as specified in Section 02200.
- D. Upon stopping construction operations for the day, provide and install temporary fencing, 4 ft. high minimum around open excavations and rough terrain areas. Lock and shutter construction equipment.
- E. Stockpile materials so as not to block streets, alleys, drives, sidewalks, and cross-walks. Grade backfilled trenches uniformly to permit safe crossing by pedestrians.

3.05 Traffic Control for Contractor's Equipment

- A. Operate construction equipment in accordance with applicable traffic laws and safety regulations.
- B. Equip equipment with warning lights and audible warning devices as minimum.
- C. Where equipment enters or leaves public roadways, provide warning signs and barricades. In moderate and high vehicular traffic volume areas, provide flag persons or temporary traffic signals to control traffic and aid travel of construction equipment. In moderate or high pedestrian traffic areas, provide flag persons to control traffic.

SECTION 01700

CONTRACT CLOSEOUT

ARTICLE 1 – GENERAL

1.01 Description

A. This section describes an orderly and efficient transfer of the completed work to the Owner.

1.02 Quality Assurance

A. Prior to requesting inspection by the Engineer, use adequate means to assure that the work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.03 Procedures

A. Substantial completion:

- 1) Follow the procedures outlined in Paragraphs 14.04.A. through 14.04.D. of the General Conditions.

B. Final completion:

- 1) Prepare and submit the notice required by the first sentence of Paragraph 14.06.A. of the General Conditions.
- 2) Verify that the work is complete including, but not necessarily limited to the items mentioned in Paragraph 14.07.A. of the General Conditions.
- 3) Certify that:
 - a) Contract Documents have been reviewed;
 - b) Work has been inspected for compliance with the Contract Documents;
 - c) Work has been completed in accordance with the Contract Documents;
 - d) Work has been tested as required;
 - e) Work is completed and ready for final inspection.
- 4) The Engineer will make an inspection to verify status of completion.
- 5) Should the Engineer determine that the work is incomplete or defective:

- a) The Engineer will promptly so notify the Contractor, in writing, listing the incomplete or defective work;
 - b) Remedy the deficiencies promptly and notify the Engineer when ready for reinspection.
 - 6) When the Engineer determines that the work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.
- C. Project Closeout and Final Submittals include, but are not necessarily limited to:
- 1) A final statement of accounting to be submitted by the Contractor to the Engineer, showing all adjustments to the Contract Sum. The Engineer will prepare a Final Pay Request to be submitted to the Contractor. Accompanying this Final Pay Request will be evidence of payment and final waivers of lien from the Contractor, subcontractors and material suppliers.
 - 2) As-Built Drawings
 - a) Contractor shall, not later than the time it gives the notice of completion and request for approval provide to the City three sets of “as-built” or “record” drawings for all of the Improvements, including one set on a reproducible mylar and one in digital format (see item e.). The City must receive, review and approve "as-built" plans for the project, certified by an Illinois Licensed Professional Engineer, which shall indicate, all geometric changes to roadways, parking lots, entrances, all alignment changes to new or adjusted utilities, outlet structures, special structures, overflow structures, normal water surface elevation, high water surface elevation, verification of right-of-way markers/property corners, changes in benchmarks or control points, all valves and buffalo boxes, depth and location of water mains, as well as all sewer wye locations, culverts, pipes, tanks, field tile (abandoned or not), manholes, catch basins, inlets, stubs, sidewalks, driveways, aprons, curbs, berms, channels, swales, utility poles/boxes, mailboxes, etc.
 - b) Lot services shall have two (2) measurements from the end of the service to fixed objects such as manholes, fire hydrants, catch basins, etc., all design plan elevations, size, length, width, locations and materials shall be field verified and revised to show actual conditions.
 - c) City will review the “as-built” drawings and compare them with the approved final engineering drawings. In addition, the City will conduct any field inspections necessary to ensure the validity of the “as-built” plans. If in the opinion of the City Surveyor & Engineer there are unacceptable differences in these two drawings, the developer will correct these differences. The approval of the “as-built” plans shall occur prior to release of the Letter of Credit, or other securities. The "as-built" plans shall show revised 100-year flood limits due to as-built conditions. Due to as-built conditions, the City may require revised drainage calculations prior to final acceptance and approval of the City. This may include but not be limited to storm

sewers, overflow routes, weir locations, detention, and other critical locations to establish their compliance with Subdivision Agreement and all Requirements of Law.

- d) Any revisions to previous submitted engineering plans, either before or after City approval, shall be duly noted on the plans with revision dates, revision numbers and highlighting the change. All revisions must also be itemized in a letter to accompany the revised engineering plans.
 - e) Upon acceptance of hard copy of the As- Built drawings, these drawings should be submitted in digital format as well as on reproducible mylar and submitted to the City Engineer in .dgn or .dwg file format on a DVD. The As-Built drawings shall be submitted with final improvements shown, noting changes from the original construction plans.
- 3) GASB Requirements
- a) The Contractor shall submit the final quantities and actual costs, certified by an Illinois Licensed Professional Engineer, for each of the following publicly or privately maintained items:
 - 1) Storm sewers by pipe type, size (inches) and length (feet)
 - 2) Storm structures by type and size (inches) (includes frames and grates)
 - 3) Sanitary sewers by pipe type, size (inches) and length (feet)
 - 4) Sanitary structures by type and size (inches) (includes frame and grates)
 - 5) Water mains by pipe type, size (inches) and length (feet)
 - 6) Water structures by type and size (inches) (includes frames and grates where applicable)
 - 7) Sidewalk and bike path by material type and area (square feet) (includes base course)
 - 8) Curb and gutter by size (inches) and length (feet) (includes base course)
 - 9) Street and parking lots by material type and area (square yards) (includes base course)
 - 10) R.O.W. by area (acres to nearest hundredth)
 - 11) Other items as requested by City Surveyor & Engineer

SECTION 02100

SITE PREPARATION

ARTICLE 1 – GENERAL

1.01 Description

A. Description of Work:

- 1) Remove site objects which obstruct construction.
- 2) Restore site objects disturbed by construction including, but not limited to, utilities, traffic signs, street lights, traffic signals, mail boxes, fences, guard rails, right-of-way markers, survey monuments, lot pins, driveway markers, structures, items intended to inform or protect the public, lawn and turf areas, and other surface objects.

1.02 Quality Assurance

A. Conditions Survey:

- 1) Provide video recordings in accordance with Submittal Section and other documentation to establish condition of existing structures and surface features.
- 2) Survey and record condition of existing facilities to remain in place that may be affected by construction operations.

B. Preparation Work:

- 1) Notify owners of existing utilities a minimum of three workdays prior to beginning preparation work.
- 2) Remove only those site objects within construction limits which are designated for removal on drawings or as directed by Engineer.
- 3) Do not remove site objects outside construction limits.
- 4) Locate, excavate, pothole, expose and protect existing utilities and maintain them in operation during construction except as specified elsewhere in the Contract Documents.
- 5) Provide traffic control in accordance with Traffic Control Section 01570.
- 6) Dispose of materials in legal manner in accordance with Protection of Environment Section 01560.

- 7) Engineer shall make the final determination and mark with paint or ribbon which trees and shrubs shall be trimmed or removed. Contractor shall be responsible for any trimming and removal of trees, shrubs, trunks and roots of trees and shrubs as directed by the Engineer.

C. Restoration Work:

- 1) Restore to conditions equal to or exceeding conditions existing prior to construction as determined by video recordings and survey.

D. Reference Standard:

- 1) Illinois Department of Transportation Standard Specifications for Road & Bridge Construction, (Current Edition). (IDOTSPECS)
- 2) The City of Lake Forest Engineering and Construction Standards (Current Edition).

ARTICLE 2 – PRODUCTS

(Not Applicable)

ARTICLE 3 – EXECUTION

3.01 Site Preparation

A. Site Improvement Objects:

- 1) Carefully remove all site improvement objects such as street name signs, traffic control signs, mail boxes, and lawn ornaments which interfere with construction.
- 2) Store site improvement objects in a manner which will fully protect objects for replacement after construction is completed.
- 3) Provide temporary traffic control signs where permanent signs are removed for construction. Temporary signs shall be worded to match permanent signs except as necessary to be compatible with construction operations.

3.02 Site Restoration

A. Site Improvement Objects; Cost Incidental to Contract

- 1) Reinstall site improvement objects removed for construction in their original location.
- 2) Repair any damage to site improvement objects which occurred during removal, storage, and reinstallation.

- 3) Replace any improvement object irreparably damaged, in Engineer's sole opinion. Contractor shall be responsible for making immediate arrangements to repair any damaged site objects. Contractor shall not be permitted to continue working unless the site objects have been repaired or arrangements have been made for repairs to the satisfaction of the Engineer.

SECTION 02200

EXCAVATING, BACKFILLING AND COMPACTING

ARTICLE 1 – GENERAL

1.01 Description

A. Description of System:

- 1) Excavating, backfilling, and compacting shall include dewatering, sheeting, shoring, bracing excavation, backfilling, compacting, disposing of surplus materials, and other work incidental to construction of trenches, including any additional excavation required for all new work.

B. Definitions:

- 1) Influence Zone Around piping or Electrical Ducts: Area below limits bounded by a line 12 inches above pipe or duct and by one horizontal to two vertical slopes extending outward from that line 1 foot beyond outer edge of pipe or duct.
- 2) Influence Zone Under Foundations, Pavements, or Sidewalks: Area below foundation or pavement and sidewalk base bounded by a one horizontal to two vertical slope extending outward from 1 foot beyond outer edges of foundation, pavement, or sidewalk.
- 3) Existing utilities: Include but not limited to piping, wiring, conduit, and related structures situated underground and above ground for conveyance or transmission of water, sewage, storm water, electricity, telephone signals, television signals, natural gas, oil, gasoline, or other substances or signals.
- 4) Bedding Section: That portion of backfill adjacent to pipe which is critical to structural integrity of pipe. Limits of section and specifications for various types of sections are contained within.
- 5) Unsuitable Material: Topsoil, peat, organic soils, and materials containing slag, cinders, foundry sand, debris, and/or rubble, or soil with less than required bearing capacity as determined by Engineer.

6) Rock Excavation:

- a) Removal of solid rock in ledges, bedded deposits, or unstratified masses which by actual demonstration cannot, in Engineer's opinion, be reasonably loosened or ripped by single-tooth, hydraulically operated ripper mounted on a Caterpillar Crawler Tractor D-86 in good condition or similar approved equipment in good condition and, in fact, is systematically drilled and blasted for removal.
- b) Term "rock excavation" shall be understood to indicate a method of removal and not a geological formation.
- c) Boulders larger than 1/2 cubic yard will be classified as rock, if drilling and blasting are required and actually used for their removal.
- d) Demonstration may be waived if, in Engineer's opinion, material is obviously unrippable rock.

1.02 Quality Assurance

A. Testing: Testing shall be provided by Contractor.

- 1) One sieve analysis and plasticity index for each source of granular backfill, bedding materials, and cover material. Additional analysis as required by Engineer to verify gradation and plasticity index.
- 2) Field compaction testing as specified elsewhere in this section.

B. Trenching Tolerances:

- 1) Excavate such that pipes, ducts, and conduit can be laid straight at a uniform grade, without sags or humps, between elevations shown on drawings.
- 2) The trench width shall be excavated in accordance with IDOTSPECS Article 550.04.

C. Reference Standards:

- 1) American Society for Testing and Materials (ASTM):
 - a) ASTM D698 - Moisture-Density Relationship.
 - b) ASTM D2321 – Standard Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe for Sewers and Other Gravity-Flow Applications.
- 2) American Institute of Steel Construction (AISC):
 - a) Manual of Steel Construction, latest edition.
- 3) American Institute of Timber Construction (AITC):

- a) Timber Construction Manual, latest edition.
- 4) Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, (Current Edition) (IDOT SPECS).
- 5) The City of Lake Forest Engineering and Construction Standards (Current Edition).

1.03 Job Conditions

A. Notify corporations, companies, individuals, or authorities owning above or below ground conduits, wires, pipes, or other utilities encountered during construction operations. Locate, pothole, expose and protect, support, and maintain all conduits, wires, pipes, and other utilities that are to remain in accordance with the requirements of owners of said services.

B. Utility Notice and Locations:

- 1) Drawings may indicate existence of some utilities and related structures situated underground and above ground. These existing utilities, structures, and their locations have been established from available records which may or may not be accurate. Other utilities and structures may also be present. Accordingly, Contractor is responsible to determine exact location of existing utilities and related structures and their effect on construction operations.
- 2) Give minimum of 72 hour notice to owners of utilities (above or below ground) prior to excavating to locate said utilities or beginning other construction activities.

NOTE: Owner will not be responsible for locating private sewer and water services.

- 3) Furnish labor, equipment, materials, services, and perform work necessary including but not limited to excavation, potholing, hydroexcavation, trenching, and hand digging to locate all existing utilities at each site, or acquire services or respective owners of existing utilities to locate existing utilities at each site at no additional cost to Owner.
- 4) Contractor shall not be relieved from liability for damage to existing utilities if he chooses to have utility owners locate existing utilities except as said utilities waive liability for damages.

C. Utility Protection and Relocation:

- 1) Sanitary Sewers and Watermains:
 - a) Protect sanitary sewers and watermains not in conflict.
- 2) Sanitary Services and Water Services:
 - a) Protect all sanitary services and water services not in conflict.

3) Other Utilities:

- a) Locate all other utilities.
- b) Notify utility owners of conflicts with new sewers and appurtenances.
- c) Acquire services of utility owners to relocate utilities in conflict.
- d) Cost to Contractor for relocating existing city utilities in direct conflict with proposed city owned utilities and appurtenances will be reimbursed by Owner in accordance with Article 11 of the General Conditions. Notify Engineer and Owner in writing prior to relocating any utility for which Owner will bear responsibility for relocation cost. Contractor shall not be reimbursed for costs incurred in relocating any utility prior to notifying Engineer and Owner.
- e) Cost to Contractor for relocating utilities which are not in direct conflict with new sewers and appurtenances which are relocated for Contractor's convenience shall be borne by Contractor at no additional cost to Owner.
- f) Protect all other utilities.

D. Excavated Material:

- 1) Do not block or obstruct pavements with excavated material, except as authorized by Owner.
- 2) Trim banks to minimize inconvenience to travel.
- 3) Transport surplus material and excavated material unsuitable for backfilling off-site daily.
- 4) All excavation and/or removal items being disposed of at an uncontaminated soil fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be the responsibility of the Contractor and shall be included in the cost of the associated bid items in the contract. These costs shall include but are not limited to certification by a licensed engineer, all required testing and laboratory analysis, and any state and local dumping fees. Additionally, the contractor shall also be responsible for any rejected loads, the material shall not be returned to the site of origin.

E. Debris on Road:

- 1) Where Contractor's equipment is operated on traveled surface or structures used by traffic on or adjacent to section under construction, clean to the satisfaction of Engineer, traveled surface of dirt and debris during and at end of each day's operations.
- 2) Cost of this work shall be incidental to Contract and no extra compensation will be allowed.

F. Equipment on Surfaces:

- 1) Protect traveled surface and structures on or adjacent to work from damage by lugs or cleats of treads, tracks, or wheels of equipment.
- 2) Equipment used in execution of work shall comply with legal loading limits and requirements established by statutes of State in which work is performed or local regulations when moved or operated on traveled surface or structure unless permission in writing has been issued by approving authority.
 - a) Secure permit before using equipment which may exceed legal loading, allowing ample time for making an analysis of stresses to determine whether or not proposed loading would be within safe limits.
 - b) Owner will not be responsible for delay in construction operations or for costs incurred by Contractor as result of not complying with statutes and regulations.
- 3) Limit operations to use of pneumatic-tired equipment on pavement, except for equipment used for excavating sewer trench.
 - a) Move metallic tracked equipment on pneumatic-tired trailer.
 - b) Do not "walk" metallic tracked equipment.

G. Construction Noise:

- 1) Equip engines and engine-drive equipment used for hauling or construction with mufflers maintained to prevent excessive or unusual noise.
- 2) Construction within 1,000 feet of an occupied school, residence, motel, hospital, or similar facility shall be confined to period beginning at 7:00 a.m. and ending at 6:00 p.m. This time regulation does not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to construction of emergency nature.
- 3) Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State noise standards shall conform to those standards.

H. Rock Excavation:

- 1) Adhere to Federal, State and local ordinances regulating blasting operations.

1.04 Sheeting, Shoring, and Bracing, Incidental to Contract

- A. Contractor shall bear sole responsibility for protecting adjacent areas, facilities, utilities, and structures from construction operations. Sheeting, shoring, and bracing are an integral part of Contractor's construction methods.

- 1) Structural requirements, installation, and removal techniques for sheeting, shoring, and bracing are dependent upon specific construction procedures which will be employed by Contractor.
- 2) Prepare written description of proposed construction procedures and compatible detailed designs for sheeting, shoring, and bracing.
- 3) Procedures and designs shall be certified by registered professional engineer, registered structural engineer, and registered soils engineer, as appropriate.

1.05 Traffic Control

- A. Provide traffic control and public protection for excavation and backfilling operations in accordance with Section 01570.

1.06 Protection of the Environment

- A. Conduct excavation and backfilling operations in accordance with Section 01560.

ARTICLE 2 – MATERIALS

2.01 General

- A. Granular materials: Conform to IDOTSPECS standard coarse aggregate (CA) gradations listed.
- B. Materials shall be compatible by means which will be employed by Contractor to densities specified.

2.02 Granular Pipe Bedding and Covering Materials

- A. Provide well graded, washed, mixture of gravel or crushed stone aggregate free of clay, loam, dirt, calcareous or other foreign matter conforming to the IDOTSPECS gradation No. 6.

2.03 Special Granular Backfill Materials

- A. Provide granular material.
 - 1) Granular material: Use 100 percent crushed stone or gravel complying with the IDOTSPECS gradation No. CA 6.

2.04 Temporary Pavement Material

- A. Provide well graded, 100 percent crushed gravel or crushed stone aggregate free of clay, loam, dirt, calcareous or other foreign matter conforming to the IDOTSPECS gradation No.

CA 6. This material is to be placed within 12 inches of the surface of the trench measured from the elevation of the existing roadway.

ARTICLE 3 – EXECUTION

3.01 Preparation

A. Dewatering:

1) Surface Waters:

- a) Keep construction site free draining.

2) Subsurface Waters:

- a) Keep excavations free from water.
- b) Maintain groundwater minimum of 12 inches below excavations.
- c) Install and operate dewatering system to lower groundwater table to required depth prior to commencement of excavation. In general, dewatering shall commence at least two days prior to excavation in given area and shall extend at least 100 feet ahead and behind pipe installation operations. Determine specific requirements and procedures for each particular segment of pipe installation.
- d) Prevent displacement of surrounding soils.
- e) Remove soil which has been disturbed by pressure or flow of groundwater and replace with free draining material.
- f) Maintain dewatering systems in a manner that will prevent uplifting of structures.
- g) Protect adjacent properties from damage resulting from dewatering operations.
- h) Drill, maintain, and abandon dewatering wells in accordance with Federal, State, and local ordinances.

B. Line and Grade for Open-Cut Construction:

- 1) Install piping to line and grade shown on drawings.

3.02 Sheet piling, Shoring and Bracing

A. Design:

- 1) Prepare designs of sheet piling, shoring, and bracing in accordance with AISC Steel Construction Manual and AISC Manual of Steel Construction.

B. Sheeting, Shoring, and Bracing:

- 1) Install sheeting, shoring, and bracing as necessary for safety in areas where Contractor's construction procedures may cause movement in adjacent soils and where such movement could damage existing utilities, landscaping, piping, curb and gutter, or roadways.
- 2) Install in other areas for Contractor's convenience and safety.

3.03 Excavation

A. Excavate to elevations and dimensions necessary to complete construction.

- 1) Where working space will permit, trenches may be excavated by machine provided that by so doing, existing piping and structures will not be subject to damage.
- 2) When excavation by machine methods cannot be made without material damage being done to existing piping and structures employ other appropriate excavation methods as necessary to prevent damage.

B. Do not advance excavation of trenches more than 100 feet ahead of completed pipe installation at any time. Conduct excavation operations so that, at the end of each day's work, no more than 20 feet of trench is excavated ahead of completed pipe installation. The trench that is open shall be protected at the end of each day's work in accordance with Section 01570.

C. Do not excavate for piping, manholes and other structures until scheduled for construction except as necessary to locate existing utilities and as specified in Paragraph 1.03.

D. Do not excavate within influence zone of existing footings or foundations without providing shoring and bracing or other procedures to ensure against displacement of footings or foundations.

E. Excavation in Roadways: Excavation, backfill, and surface replacement shall conform to requirements of local authority. In no case shall placement edges bear on less than 12 inches of undisturbed soil unless otherwise noted.

F. All excavation and/or removal items being disposed of at an uncontaminated soil fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be the responsibility of the Contractor and shall be included in the cost of the associated bid items in the contract. These costs shall include but are not limited to certification by a licensed engineer, all required testing and laboratory analysis, and any state and local dumping fees. Additionally, the contractor shall also be responsible for any rejected loads, the material shall not be returned to the site of origin.

G. Construction on Site:

- 1) Place no material closer than 2 feet to edge of excavation.

- 2) Leave fire hydrants, valve pit covers, valve boxes, or other utility controls unobstructed and accessible until work is completed.
- 3) Keep ditches and inlets clear or make other satisfactory provisions for drainage.
- 4) Do not obstruct natural water course.

3.04 Inspection Prior to Bedding and Backfilling

- A. Examine surfaces to receive bedding or backfill to determine extent of areas loosened by frost action, softened by flooding or weather, or of unsuitable materials.
- B. At a time of use, granular bedding and backfill shall be free of frozen and foreign materials that may have become mixed with it during handling.

3.05 Unsuitable Materials

- A. Remove and replace or compact natural soils or previously compacted fills softened by frost, flooding or weather.
- B. Remove unsuitable material from within trenches. Notify Engineer prior to excavating.
- C. Stabilize trench bottom by replacing unsuitable material with a coarse aggregate gradation in accordance with IDOTSPECS CA-7/crushed stone or gravel.

3.06 Placing Bedding and Cover

A. Compacted Section for Rigid Pipes and Ducts:

- 1) Use bedding material as specified in Paragraph 2.02.
- 2) Spread bedding material over bottom of trench so after pipe placed thereon, imbedded and aligned, there remains 6 inches minimum depth of bedding material below pipe barrel and minimum 4 inches below bell.
- 3) If excavation carried deeper than 6 inches below pipe barrel, excess depth shall be filled with coarse aggregate gradations as specified.
- 4) Care should be taken to ensure pipe supported on entire length, not on bell.
- 5) Carefully compact (mechanically) bedding material of required depth and bring up to level even with 1" above bottom of pipe.
- 6) After pipe is laid and jointed, place and compact (mechanically) cover material.
- 7) Minimum compaction: 95% Standard Density (ASTM D698).

B. Compacted Section for Flexible Pipes and Ducts:

- 1) Place and compact (mechanically) bedding material specified in Paragraph 2.02 and around pipe up to the middle of the pipe, to provide adequate side support and prevent lateral movement.
- 2) Place and compact (mechanically) bedding material specified in Paragraph 2.02 in two stages. Extend first stage to top of pipe, and second to level from top of pipe to at least 6 inches above pipe. In order to provide lateral support for pipe, compact with each stage of cover material to minimum of 95% Standard Density (ASTM D698). If remaining backfill material contains large rocks or boulders, extend second stage of cover material to 12 inches above pipe.
- 3) If for any reason trench width exceeds that allowed in Paragraph 1.02.B., extend bedding and cover material, as required above, at least two pipe diameters from either side of pipe or to undisturbed trench walls, whichever is closer. This pipe zone shall contain only undisturbed soil and/or bedding.
- 4) For PVC pipe, bedding and cover installation shall conform to requirements of ASTM D2321.

3.07 Backfilling

A. Backfill Material:

- 1) Excavated Material Backfill:
 - a) Backfill trenches with excavated material from trenches, unless granular backfill is require as specified below.
 - b) Excavated material shall consist of loam, clay or other material which, in judgment of Engineer, are suitable for backfilling. Unsuitable backfill materials are not acceptable.
 - c) Extend backfill from surface of cover material to ground surface, making allowance for surface restoration.
- 2) Granular Material Backfill:
 - a) Place granular backfill with influence zone under new or existing roads, sidewalks, paved surface, or foundations and footings.
 - b) Extend backfill from surface of cover material to top of existing pavement structure to allow backfill to function as temporary aggregate roadway. Replace backfill displaced by traffic movement as necessary until temporary pavement or permanent pavement if installed at no additional cost to Owner.
- 3) Support of Underground Structures:

- a) Place granular backfill within influence zone under piping and other utilities. Compact mechanically to 95% of maximum density as determined by ASTM Test Designation D698.
- b) Contractor may submit an alternate design for support of underground facilities to Engineer for approval. Submittal shall contain documentation to verify adequacy of design.

B. Placing Backfill:

- 1) Do not use frozen material or place backfill on frozen subgrade.
- 2) Exercise care not to exert undue stresses on new piping or existing utilities when dumping, spreading, and/or compacting backfill materials. Hand spreading and hand tamping may be required to adequately protect new pipe to existing utilities.
- 3) Where pipes leave structures, protect by backfilling pipe influence zone down to undisturbed soil as specified above for support of underground structure.
- 4) Do not backfill structures until new concrete has property cured.

C. Compaction of Backfill:

- 1) Granular trench backfill shall be mechanically compacted in layers of 12 inches maximum, loose measure. Each layer shall be compacted to 95% of maximum density as determined by ASTM D698 by ramming or tamping with tools approved by the Engineer. Care shall be taken during compaction to prevent disturbance or injury of the pipe and other utilities.
- 2) All job excavated material used for backfill shall be mechanically compacted in layers of 18 inches maximum, loose measure, to 90% of maximum density as determined by ASTM D698 by ramming or tamping with tools approved by the Engineer. Care shall be taken during compaction to prevent disturbance or injury of the pipe and other utilities.
- 3) Start trench compaction at point of lowest elevation of trench and work along trench.
- 4) Backfill pipe immediately after installation unless delay is approved by Engineer.

3.08 Field Quality Control

- A. Degree of Compaction: ASTM D698 (95% of maximum density)
- B. Moisture Content: Within 3% of optimum when placed and compacted.
- C. Compaction Testing:

- 1) Compaction testing in accordance with best practices of the industry shall be provided by Contractor in areas determined by the Engineer.

SECTION 02500

PAVING AND SURFACING

ARTICLE 1 – GENERAL

1.01 Description

A. Description of Work:

- 1) Remove site objects which obstruct construction.
- 2) Restore site objects disturbed by construction including, but not limited to:
 - a) Streets, driveways, sidewalks, parking lots, alleys, other improved or paved surfaces and constituent parts of the above facilities including pavement, curb and gutter, ditches, shoulders, drainage structures, base course, and subbase.
 - b) Lawn and turf.
 - c) Landscape improvements including trees, shrubs, stairways, terraces, plantings, gardens and other improvements; cost incidental to contract.
 - d) Utilities.
 - e) Miscellaneous objects including traffic signs, street lights, traffic signals, mail boxes, fences, guard rails, right-of-way markers, survey monuments, lot pins, driveway markers, structures, items intended to inform or protect the public, and other surface objects.
 - f) Underground sprinkler systems or underground electric pet fence systems if visible at the surface or if marked by resident before work commences.
- 3) Conduct construction operations to minimize disturbance of construction site and adjacent area.
- 4) At each street patch location or at each sidewalk repair location; that location will be placed back into full service within a maximum of 14 days of work commencing at that location pending Engineer approval of the work and including passing the specified compression break testing. If the Contractor does not place the repair location back into full service within the allotted time, the Contractor will be charged liquidated damages in the amount of \$500 per day. Should the Contractor run into unforeseen scheduling problems, a time extension must be requested in writing and approved by the Engineer.
- 5) On each street within a project, upon completion of any one of the major street resurfacing stages;

- a. milling off of the existing surface
- b. base patching
- c. paving of the level binder
- d. removal of the existing concrete pavement

The Contractor will start the next stage of work within 10 working days. If the contractor does not start the next stage of work within the allotted time, the Contractor will be charged liquidated damages in the amount of \$500 per day. Should the Contractor run into unforeseen scheduling problems, a time extension must be requested in writing and approved by the Engineer.

1.02 Quality Assurance

A. Conditions Survey:

- 1) Provide video recording in accordance with Section 01300 and other documentation to establish conditions of existing structures and surface features.
- 2) Survey and record condition of existing facilities to remain in place that may be affected by construction operations.
 - a. This is to include any underground sprinkler systems and underground electric pet fence systems that are visible at the surface or have been marked by the resident.

B. Preparation of Work:

- 1) Notify owners of existing utilities a minimum of three work days prior to beginning preparation work.

C. Reference Standard:

- 1) Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, (Current Edition). (IDOTSPECS)
- 2) The City of Lake Forest Engineering and Construction Standards (Current Edition).

ARTICLE 2 – PRODUCTS

2.01 Materials

- A. Coarse Aggregate for Aggregate Sub-base, IDOTSPECS, Section 1004, Type B, CA-6, Grade 8.
- B. Hot Mix Asphalt Surface Course: IDOTSPECS, Section 406, Hot-Mix Asphalt Surface Course, Mixture D, N50.

- C. Leveling Binder: IDOTSPECS, Section 406, Leveling Binder (Machine Method), N50.
- D. Hot Mix Asphalt Binder Course: IDOTSPECS, Section 406, Hot-Mix Asphalt Binder Course, IL-19, N50.
- E. Hot Mix Asphalt Base Course: IDOTSPECS, Section 355.
- F. Temporary bituminous pavement.
 - 1) Bituminous concrete in accordance with IDOTSPECS, Section 406.
- G. Portland cement concrete for sidewalks, curb and gutter, driveways and pavements is as follows:
 - 1) Portland cement concrete: Class SI, Min. 3,500 PSI (6.1 Bag Mix) at 14 days, with 5% to 8% air entrainment. (No fly ash allowed)
 - 2) Sidewalk: IDOTSPECS Section 424, ASTM C150, Type III. Class SI, Min. 3,500 PSI (6.1 Bag Mix) at 14 days, with 5% to 8% air entrainment. (No fly ash allowed)
 - 3) Curb and Gutter: IDOTSPECS Section 606, ASTM C150, Type I. Class SI, Min. 3,500 PSI (6.1 Bag Mix) at 14 days, with 5% to 8% air entrainment. (No fly ash allowed)
 - 4) Driveway: IDOTSPECS Section 423, ASTM C150, Type III. Class PV, Min. 3,500 PSI (6.1 Bag Mix) at 14 days, with 5% to 8% air entrainment. (No fly ash allowed)
 - 5) Pavement: IDOTSPECS Section 420, ASTM C150, Type III. Class PV, Min. 3,500 PSI (6.1 Bag Mix) at 14 days, with 5% to 8% air entrainment. (No fly ash allowed)
 - 6) Miscellaneous Cast-in-Place Concrete Structures: IDOTSPECS Section 503, ASTM C150, Type I.
- H. Portland cement concrete protective coat: IDOTSPECS, Section 1023.
- I. Dowel Bars: IDOTSPECS, Article 1006.11.
- J. Expansion Joint Material: IDOTSPECS, Section 1051.
- K. Prime Coat: IDOTSPECS, Section 1032.
- L. Aggregate pavement: IDOTSPECS, Section 1004, CA-6, Grade 8.
- M. Hot Mix Asphalt Surface Removal, Longitudinal: IDOTSPECS, Article 440.04, also the milling equipment shall be equipped with a positive side shift control that moves the drum in a transverse direction to follow curb line or work around mechanical obstructions.

ARTICLE 3 – EXECUTION

3.01 Site Preparation

A. Trees and Shrubs:

- 1) It may be necessary to remove trees and shrubs in order to accommodate the work. Removal of trees and shrubs shall be completed in accordance with Section 02100.
- 2) Conduct all construction operations so as to minimize disturbance to trees and shrubs. Repair any damage to trees and shrubs immediately in accordance with best horticultural practices.
- 3) Where construction procedures may disrupt tree root systems, the Engineer shall be notified immediately before any work continues. The Engineer will make a determination on whether to remove the tree or to take other action which may save the tree.

B. Site Improvement Objects:

- 1) Carefully remove all site improvement objects such as: street name signs, traffic control signs, mail boxes, and lawn ornaments, which interfere with construction.
- 2) Store site improvement objects in a manner which will fully protect objects for replacement after construction is completed.
- 3) Provide temporary traffic control signs where permanent signs are removed for construction. Temporary signs shall be worded to match permanent signs except as necessary to be compatible with construction operations.

C. Pavement Removal

1) General:

- a) Remove pavement, curb, and gutter, driveway approaches, sidewalks, alleys and other materials necessary to prepare the site for the installation of the drainage facilities and construction of the new pavement, curb, and gutter, driveway approaches, sidewalks, alleys and parkways in accordance with details shown on drawings. Protect all other pavement.
- b) **When removing and replacing concrete pavement sections, the Contractor will only work on one side of the street at a time. When the work on that side of the street is complete and the work has been approved by the Engineer, work can begin on the second side of the street.**

2) Roadway Pavement:

- a) Remove in accordance with IDOTSPECS, Section 440, except saw cut shall be full depth. Where paving abuts curbs or roadway expansion joints or construction joints, and pavement can be removed without damaging or disturbing curbs or pavement remaining saw cut shall be eliminated. Remove to the limits shown on the drawings or as directed by Engineer. Protect all other pavement.
 - b) After the application of the Bituminous Prime Coat the Contractor will wait at least 24 hours for the Bituminous Prime Coat to set. Before paving the first lift of Hot Mix Asphalt pavement the Contractor will verify that the milled roadway surface is completely dry and free of any water.
- 3) Curb and Gutter:
 - a) Remove in accordance with IDOTSPECS, Section 440, except saw cut shall be full depth of curb and gutter. Remove at locations shown on the drawings or as directed by Engineer. Protect all other curb and gutter.
- 4) Sidewalks:
 - a) Remove in accordance with IDOTSPECS, Section 440, except saw cut shall be full depth. Remove sidewalks where shown on drawings, indicated on a list or as directed by Engineer. Protect all other sidewalks. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Engineer for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer.
 - b) Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.**
 - c) Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.
 - d) All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.
- 5) Driveway Approaches and Alleys:
 - a) Remove in accordance with IDOTSPECS, Section 440, except saw cut shall be full depth. Remove at locations shown on the drawings or as directed by Engineer. Protect all other work.

3.02 Site Work

A. Perform site work as shown on drawings in accordance with the following general requirements:

- 1) Aggregate base course installation: IDOTSPECS, Section 351 for Type B base course.
- 2) Hot Mix Asphalt surface and binder course installation: IDOTSPECS, Section 406. To be installed to compacted thicknesses as shown on the typical sections.
- 3) Hot Mix Asphalt base course installation: IDOTSPECS, Section 355.
 - a) Adjust structures, as needed, prior to Hot Mix Asphalt surface course installation.
- 4) Non-reinforced Portland cement concrete base course installation: IDOTSPECS, Section 420 modified as follows:
 - a) Reinforcing not required.
 - b) Expansion and contraction joints not required.
 - c) Dowel bars required where new pavement will abut existing pavement. Use #6 x 24" long dowels staggerly spaced at 3 foot O.C.
 - d) Provide rough surface finish for binding of bituminous concrete surface course.
 - e) Joint seal not required.
 - f) Protective coat not required.
 - g) Bituminous prime coat required prior to the installation of the bituminous concrete surface course.
- 5) Install curb and gutter in accordance with IDOTSPECS, Section 606 with the following modifications:
 - a) Lake Forest Standard 2.06
 - b) Provide protective coat in accordance with IDOTSPECS, Article 606.12.
 - c) This work shall consist of replacement of removed curb and gutter with the specified type or as directed by Engineer. The new curb must be depressed for wheel chair ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Engineer and is subject to approval by him. Contraction joints shall be sawed according to Section 606.06 every fifteen feet or at wider spacing if required by the Engineer. All sawed contraction joints will be filled according to the Standard Specifications. Other joints required will be

according to Section 606.06 only, with transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joint will be required.

- d) Prior to placing new curb and gutter section, the contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the engineer for replacement, the contractor will be required to remove and replace that portion at his own expense to the satisfaction of the engineer. Compacted stone base shall be included with the price of the curb and gutter.
- 6) Install sidewalks in accordance with IDOTSPECS, Section 424 with the following modifications:
- a) Portland cement concrete.
 - b) Thickness: 7 inches minimum at driveways; 5 inches minimum elsewhere.
 - c) Aggregate base course: CA-6, 4 inches thickness minimum.
 - d) Width: Match existing.
 - e) Score minimum one inch deep into squares to match existing.
 - f) At intersections where both curb and sidewalk are replaced, provide depressed curb and walk in accordance with Lake Forest Standard 2.08.
 - g) Provide expansion joints between new sidewalks and: curbs, existing sidewalks, and Portland cement concrete driveways.
 - h) Provide protective coat in accordance with IDOTSPECS, Section 606.12 regardless of time of year when concrete is poured.
 - i) As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 720.12(a) shall be applied to all finished concrete surfaces. **WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR.**
 - j) Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the engineer.
 - k) For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

- l) The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.
- 7) Restore concrete driveway approaches as follows:
- a) Portland Cement Concrete: 7 inches minimum thickness.
 - b) Aggregate base course: 4 inches minimum thickness, CA-6.
 - c) Width: Match existing, provide 4 foot flares on both sides where the new driveway will abut the curb and gutter.
 - d) Provide expansion joints between new driveway and: curbs, sidewalks, and existing Portland cement concrete driveway paving.
 - e) Provide saw cuts one quarter depth as contraction joint at 10 foot intervals. Place immediately after initial set of concrete to minimize random cracking.
 - f) Provide protective coat in accordance with IDOTSPECS, Section 606.12 regardless of time of year when concrete is poured.
- 8) Restore hot mix asphalt driveway approaches as follows:
- a) Hot mix asphalt Class I, Mixture D, surface course: 1½ inches minimum thickness.
 - b) Hot mix asphalt base course: 6 inches minimum thickness.
 - c) Width: Match existing, provide 4 foot flares on both sides where the new driveway will abut the curb and gutter.
- B. Restore existing hot mix asphalt overlay concrete pavement to the following minimum requirements:
- 1) Hot mix asphalt surface course: 1-½ inches minimum.
 - 2) Non-reinforced Portland cement concrete 7 inches minimum thickness. Tie into existing concrete pavement with #6 x 24" dowels, staggerly spaced at 3 foot O.C.
 - 3) Provide bituminous prime coat, sand coat and other material as required. After the application of the Bituminous Prime Coat the Contractor will wait at least 24 hours for the Bituminous Prime Coat to set. Before paving the first lift of Hot Mix Asphalt pavement the Contractor will verify that the milled roadway surface is completely dry and free of any water.

C. Restore existing full depth hot mix asphalt pavement to the following minimum requirements:

- 1) Hot mix asphalt surface course: 1 ½ inches thickness minimum.
- 2) Hot mix asphalt binder course: 1 ½ inches thickness minimum.
- 3) Hot mix asphalt base course: 10 inches minimum thickness, to be installed in two 5” lifts.
- 4) Provide bituminous prime coat, sand coat and other material as required. After the application of the Bituminous Prime Coat the Contractor will wait at least 24 hours for the Bituminous Prime Coat to set. Before paving the first lift of Hot Mix Asphalt pavement the Contractor will verify that the milled roadway surface is completely dry and free of any water.

3.03 Field Quality Control

A. Testing in accordance with the best practices of the industry will be provided by the Contractor.

SECTION 02721

MANHOLES AND INLETS

ARTICLE 1 – GENERAL

1.01 Description

A. Description of Work:

- 1) Provide cast-in-place concrete or precast concrete structures as shown on drawings.

1.02 Quality Assurance

A. Reference Standards:

- 1) American Society for Testing and Materials (ASTM):
 - a) ASTM A48 – Standard Specification for Gray Iron Castings.
 - b) ASTM C361 – Standard Specification for Reinforced Concrete Low-Head Pressure Pipe.
 - c) ASTM C478 – Standard Specification for Precast Reinforced Concrete Manhole Sections.
 - d) ASTM C923 – Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals.
- 2) Standard Specifications for Road and Bridge Construction by Illinois Department of Transportation, (Current Edition). (IDOTSPECS)
- 3) The City of Lake Forest Engineering and Construction Standards (Current Edition).

ARTICLE 2 – PRODUCTS

2.01 Manholes and Inlets

- ###### **A. Precast concrete conforming to ASTM C478.**

- 1) Sections and component parts to be marked by manufacturer with trade name and/or trademark and ASTM designation.
- B. Provide precast concrete cone or flat tops as indicated on drawings.
- C. A drop pipe shall be provided for a sanitary sewer entering a manhole where its invert is more than 24 inches above the manhole invert.
- D. Elevations on drawings designate sewer elevations at center of structure. Adjust elevations of openings for incoming and outgoing pipes in accordance with sewer grades shown on drawings.
- 1) Holes shall be smooth, radial to center line of manhole, and perpendicular to manhole wall.
 - 2) Holes for Sanitary and Storm Pipes: circular.
 - 3) Holes shall be cast in initial pouring of section or shall be cored in after concrete cured. Broken out holes or holes cut into green concrete are not permitted.
- E. Storm Manholes:
- 1) Lake Forest Standard 3.01.
 - 2) Pipe Connection: Circular hole 1-1/2 inches to 3 inches larger than actual outside diameter of sewer pipe being connected.
 - 3) Provide invert channels in storm manholes.
 - 4) Section Joints: Tongue and groove.
 - 5) Eccentric manhole opening.
 - 6) Optional precast concrete flat slab top refer to IDOT Standard 602601. When approved by City Engineer
- F. Inlet:
- 1) Type "A." Lake Forest Standard 3.07.
 - a) Pipe Connection: circular hole 1-1/2 inches to 3 inches larger than actual outside diameter of sewer pipe.
- G. Catch Basin:
- 1) Type "A." Lake Forest Standard 3.06.
 - a) Pipe Connection: Circular hole 1-1/2 inches to 3 inches larger than actual outside diameter of sewer pipe.

- b) Section Joints: tongue and groove.
- c) Eccentric opening on cone.
- d) Optional precast concrete flat slab top refer to IDOT Standard 602601. When approved by City Engineer

2.02 Adjusting Rings

- A. Precast concrete with steel reinforcement sufficient to prevent cracking in normal handling and use.
- B. Mating Faces:
 - 1) Smooth.
 - 2) Parallel.
 - 3) Free from cracks, chips, spalls or casting irregularities interfering with watertight mating to structure top or casting.
 - 4) Provide grooves in faces to contain extrudable preformed plastic gasket material when possible.
- C. Thickness range:
 - 1) 3 inch nominal minimum.
 - 2) 12 inch nominal maximum.

2.03 Gasket Materials

- A. Flexible Boots:
 - 1) Conform to ASTM C923.
 - 2) Synthetic rubber resistant to sanitary sewage.
 - 3) Cast-in or pressed-on type acceptable.
- B. O-Ring Gaskets:
 - 1) Conform to ASTM C361.
 - 2) Synthetic rubber resistant to sanitary sewage.
- C. Extrudable Preform of Plastic Gasket:

- 1) Butyl rubber.
- 2) EZ Stik by Press Seal Gasket Company, or equal.

D. Materials to be new and provided in unopened containers where applicable.

2.04 Castings

A. Conform to ASTM A48, Class 30.

B. Free from cracks, holes, swells, and cold shuts and patches.

C. Do not coat or paint.

D. Provide structural capacity, hydraulic capacity, watertightness, interior clearance dimensions, approximate vertical height, and range of adjustment equal to:

1) Storm Manhole Frame and Cover:

a) Lake Forest Standard 3.02.

2) Catch Basin and Inlet:

a) Lake Forest Standard 3.03.

b) Lake Forest Standard 3.04.

2.05 Cast-in-Place Concrete

A. Class SI concrete in accordance with Section 503 of IDOTSPECS.

B. Use for field poured manhole bases, inverts, and plugs for existing inlet leads being abandoned.

C. Cement shall be ASTM C150, Type 1 - resistant to attack by sanitary sewage.

D. Reinforcement Bars: IDOTSPECS Section 508.

2.06 Non-Shrink Grout

A. Use for grouting concrete masonry units.

B. Five Star Grout, U.S. Grout Corporation, or equal.

ARTICLE 3 – EXECUTION

3.01 Storm Manhole and Inlets

A. Construct in accordance with Lake Forest Standards 3.01, 3.07 and as follows:

1) Pipe connection:

- a) Center pipe in hole through base section and pack annular space with concrete brick and non-shrink grout. Seal connection on interior and exterior with non-shrink grout.
- b) Ensure connection is watertight.

2) Joint between precast concrete sections:

- a) Provide one or two rows extrudable preformed plastic gasket material between sections as necessary for watertight joint.

3) Abandoning existing structures:

- a) Where drawings so indicate, remove existing structure for installation of new structure.
- b) Plug existing structure leads with Class SI concrete or brick & mortar, in accordance with IDOTSPECS, at end of lead as exposed for removal of existing structure and at upstream/downstream connection of existing lead to upstream/downstream structure. As a minimum, depth of plug shall be equal to inside diameter of existing lead.
- c) Where drawings so indicate and as directed by Engineer, abandon existing structures which will not be replaced by a new structure. These structures shall be abandoned as follows:

1) Plug existing structure leads as outlined in Paragraph 3.01.A.3.b.

2) Remove existing castings and inform Owner so that it can be removed from the job site.

3) Remove existing cone/barrel section.

4) Fill structure with FA-6 material and compact in accordance with Section 02220.

4) Installing new inlets:

- a) Locate where shown on drawing.

3.02 Castings

- A. Existing castings shall remain the property of the Owner. Contractor shall stock pile and Owner shall be responsible for removing all existing castings from the job site.
- B. Furnishing and placing of castings shall be as follows.
 - 1. Furnishing.
 - a) When specified, new castings, including frames, grates and lids, shall be according to LF Standard Details.
 - 2. Placing for Rigid Pavements.
 - a) Castings placed on concrete or masonry surfaces shall be set in full mortar beds. Castings shall be set to the finished pavement elevation so no subsequent adjustment will be necessary.
 - 3. Placing for Flexible Pavements.
 - a) The structures shall be constructed or adjusted to an elevation which will match the cross section of the subgrade. After the base course and binder course have been placed, and prior to placing the surface course where there is no binder course, the structures shall be adjusted to grade by removing the binder and base course adjacent to and for a distance not exceeding 12 in outside the base of the castings. After the structures have been adjusted, the castings shall be set in full mortar beds. Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class SI concrete, or a HMA surface or binder course material to the elevation of the surface of the base course or binder course. If Class SI concrete is used, it shall be cured for a period of 72 hours. If surface or binder course material is used, it shall be placed in 3 in. layers at the temperature requirements for the placing of surface or binder course and compacted with a pneumatic tamper.

3.03 Field Quality Control

- A. Precast reinforced concrete bases, risers, tops, adjusting rings, and iron castings shall be subject to rejection on account of failure to conform to any specification requirements.
- B. Individual sections of bases, risers, and tops may be rejected because of:
 - 1) Fractures or cracks passing through bell, except for single end crack not exceeding joint depth.
 - 2) Excessive patching.
 - 3) Grouted pipe openings.

- 4) Defects indicating imperfect proportioning, mixing, and molding.
- 5) Surface defects indicating honeycombed or open texture.
- 6) Damaged ends, where such damage would prevent making satisfactory joint.
- 7) Continuous crack having surface width of 0.01 inches or more and extending for length of 12 inches or more, regardless of position.

C. Installation may be rejected because of:

- 1) Use of individual components subject to rejection.
- 2) Failure to conform to installation requirements.
- 3) Visible infiltration.
- 4) Variation from true vertical alignment by more than 2% of depth.
- 5) Variations in pipe and rim elevations greater than 0.5 from elevations shown on plans.

3.04 Classification as to adjustment or reconstruction shall be on the following basis.

A. Adjustment.

- 1) This classification shall include all those existing catch basins, manholes, inlets and valve vaults which are to be adjusted to grade where 2 ft. or less of masonry will be added, removed or rebuilt to bring the specified casting to the finished grade of the proposed improvement.

B. Reconstruction.

- 1) This classification shall include all those existing catch basins, manholes, inlets and valve vaults which must be reconstructed or which are to be adjusted to grade where more than 2 ft. of masonry will be added, removed, or rebuilt to bring the specified casting to the finished grade of the proposed improvement.

3.05 Excavation and Backfilling of adjusted structures.

- A. In order to permit the joints to be mortared properly and to permit proper compaction of the backfill material, the excavation shall be made to a diameter of at least 6 in greater than the diameter of the structure. The space between the sides of the excavation and the outer surfaces of the catch basin, manhole, inlet or valve vault shall be backfilled with sand or stone screenings, when these structures are in the subgrade or if the nearest point of the excavation for these structures falls within 2 ft of the pavement edge. When the structure

falls beyond these limits, other backfilling material may be used with the approval of the Engineer.

3.06 Cleaning

- A. All catch basins, manholes, inlets, and similar structures newly constructed, adjusted or reconstructed under the contract, shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be free from such accumulations at the time of final inspection.

SECTION 02900

LANDSCAPING

ARTICLE 1 – GENERAL

1.01 Description

A. Description of work:

- 1) Restore site disturbed by construction activities as further described in this section.

1.02 Quality Assurance

A. Preparation work:

- 1) Remove and replace only those areas within construction limits which are designated for removal and replacement on the drawings or as directed by Engineer.

B. Restoration work:

- 1) Complete in accordance with specifications and details shown on drawings.
- 2) Restore to conditions equal or exceeding conditions existing prior to construction as determined by preconstruction video and photographs required in accordance with Section 02100.
- 3) Complete to highest standard required.

C. Reference Standard:

- 1) Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, (Current Edition). (IDOTSPECS)
- 2) The City of Lake Forest Engineering and Construction Standards (Current Edition).

ARTICLE 2 – PRODUCTS

2.01 Materials

A. Landscape materials:

- 1) Topsoil: IDOTSPECS Article 1081.05.

2) Fertilizer: IDOTSPECS Article 1081.08, meeting the following specifications:

Nitrogen	6%
Phosphorous	25%
Potash	25%

3) Seed: IDOTSPECS Article 1081.04, meeting the following specifications:

SUN CONDITIONS:

NORTHRUP KING ATHLETIC PRO II

25%	Parade Kentucky Bluegrass
25%	Trenton Kentucky Bluegrass
25%	Caddy Perennial Ryegrass
25%	Delray Perennial Ryegrass

SHADE CONDITIONS:

NORTHRUP KING SHADE MIX

25%	Glade Kentucky Bluegrass
25%	Dawson Creeping Red Fescue
25%	Scaldis Hard Fescue
15%	Rugby Kentucky Bluegrass
10%	Delray Perennial Ryegrass

4) Erosion Control Blanket: IDOTSPECS Article 1081.10.

5) Sod: IDOTSPECS Article 1081.03.

ARTICLE 3 – EXECUTION

3.01 Site Restoration

A. Perform site restoration as shown on the drawings and as directed by the Engineer in accordance with the following general requirements.

1) Landscape materials installation:

- a) Seeding: IDOTSPECS Section 250.
- b) Topsoil: IDOTSPECS Section 211.
- c) Fertilizer: IDOTSPECS Article 250.
- d) Sodding: IDOTSPECS Section 252.
- e) Erosion Control blanket: IDOTSPECS Section 251.

B. Landscaping:

- 1) The topsoil used for parkway restoration shall come from an approved material supplier which is subject to the approval of the Engineer.
- 2) Topsoil shall be provided by the Contractor to bring the area to be seeded or sodded to the proper grade. The minimum depth of topsoil for seeding shall be four inches. Topsoil shall not be placed until the area to be covered has been shaped, trimmed, and finished. All irregularities or depressions in the surface due to weathering or other causes shall be filled or smoothed out before the topsoil is placed. If the existing surface has become hardened or crusted, it shall be disked or raked or otherwise broken up so as to provide a bond with the lift of topsoil to be applied.
- 3) The surface of the topsoil or compost/topsoil blend shall be free from clods, stones, sticks and debris and shall be according to the lines, grades and the minimum thickness shown on the plans. If required by the Engineer, one rolling of the entire surface shall be made.
- 4) Fertilizer should be spread at a uniform rate of 500 lbs. per acre prior to seeding. The fertilizer should be incorporated into the topsoil to a depth of two (2) inches by disking, harrowing or other methods which produce similar results.
- 5) Cross seeding should be applied at a minimum rate of 175 lbs. per acre. (If hydroseeding, increase rate to 225 lbs. per acre.)
- 6) Areas to be restored by the placement of new seed or sod shall be designated by the Engineer.
- 7) Erosion control blanket may be placed using either excelsior blanket or knitted straw blanket. The blanket shall be placed within 24 hours after seeding operations have been completed on the areas specified. Prior to placing the blanket, the areas to be covered shall be relatively free of rocks or clods over 1 in. in diameter, and sticks or other foreign material which will prevent the close contact of the blanket with the seed bed. If, as a result of rain, the prepared seed bed becomes crusted or eroded, or if eroded places, ruts, or depressions exist for any reason, the Contractor shall rework the soil until it is smooth and reseed such areas which are reworked.
- 8) After the area has been properly shaped, fertilized, and seeded, the blanket shall be laid out flat, evenly, and smoothly, without stretching the material. The blankets shall be placed so that the netting is on the top and the fibers are in contact with the soil. Anchor as required. Heavy duty blankets and/or turf mats maybe required in sloped areas and drainage ways at the discretion of the Engineer.
- 9) Salt tolerant sod shall be placed when directed by Engineer.
- 10) Water sod and seeded areas as necessary until final completion of project. Be advised that Owner has experienced water shortages in the past and has imposed bans on use of City water for lawn sprinkling. Such bans shall apply to Contractor. Provide alternate supplies of water for sprinkling during City sprinkling bans.

SECTION 00410

BID FORM

PROJECT IDENTIFICATION:

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

The City of Lake Forest
800 N. Field Drive
Lake Forest, Illinois 60045

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Requirements within ten days after the date of the Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
None	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ALL BID COST INFORMATION WILL BE ENTERED ONTO THE QUESTCDN WEBSITE.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Measurement and Payment Requirements are contained in Sections 01010 and 01025.

QUANTITY BREAKDOWN BY MUNICIPALITY

[LF] = LAKE FOREST, [GV] = GLENVIEW, [KN] = KENILWORTH, [NF] = NORTHFIELD, [LB] = LAKE BLUFF,
[LW] = LINCOLNWOOD, [WN] = WINNETKA

Item No.	Description	Unit	LF Qty	GV Qty	KN Qty	NF Qty	LB Qty	LW Qty	WN Qty
1	5" PCC Sidewalk Remove & Replace [LF]	SF	7850				2400		
2	7" PCC Sidewalk Remove & Replace [LF]	SF	1125				300		
3	ADA Detectable Warning [LF]	SF	24				48		
4	Comb PCC Curb & Gutter Remove & Replace, Match Existing (Intermittent) [LF]	LF	453				120		
5	Class B Patch 7", TY III-IV, Remove & Replace [LF]	SY	400						
6	VV, MH, Inlets to be Adjusted [LF]	EA	1						
7	Traffic Control and Protection for Temporary Detour [GV]	FT		3					
8	Arrow Board [GV]	Cal Day		6					
9	P.C.C. Pavement Patch, CL B (7") [GV]	SY		3500					1500
10	P.C.C. Pavement Patch, CL B, State & County Roads, Base Only (9") [GV]	SY		160					
11	P.C.C. Driveway Pavement Removal and Replacement (6") [GV]	SY		300					
12	P.C.C. Sidewalk Removal and Replacement (5-6") [GV][KN][NF][LW]	SF		35,000	2500	2900		3675	
13	P.C.C. Patio Removal and Replacement [GV]	SF		250					
14	Combination Concrete Curb & Gutter Removal and Replacement (M3.12, B6.12, B6.18) [GV][NF][LW]	FT		1500		75		630	100
15	Combination Concrete Curb & Gutter Removal and Replacement (B6.24) [GV]	FT		100					
16	Detectable Warning Fields [GV][NF]	EA		30		3			
17	Reinforcement Bars, Epoxy Coated-Two Continuous No. 5 [GV]	FT		100					
18	Tree Grate Installation [GV]	EA		7					
19	P.C.C. Sidewalk Removal and Replacement (5-6"), State & County Road	SF		200					
20	P.C.C. New Sidewalk Placement (5")	SF					1600		
21	P.C.C. Pavement Remove & Replace (7")	SY					80		

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Lake Forest portion of this work has a start date of June 5, 2023 and will be substantially complete by August 4, 2023 as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by August 18, 2023.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of bid bond, cash, certified check, cashier's check or draft payable to The City of Lake Forest, in the amount of not less than ten (10) percent of the bid;
- B. A tabulation of Proposed Subcontractors and other persons and organizations required to be identified in this Bid in accordance with state laws applicable where the Work is to be performed;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- D. Owner reserves the right to reject any Bid in which all of the items in the Bid are not properly filled out.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

ARTICLE 9 - BIDDERS CONTACT INFORMATION

Name Schroeder & Schroeder, Inc.

Address 7306 Central Park, Skokie, IL 60076

Phone No. (847) 933-0526 Fax No. _____

E-mail mary@schroederconcrete.net

ARTICLE 10 - ELIGIBILITY TO BID

Schroeder & Schroeder, Inc., having submitted a bid on a contract for the 2023 Concrete Streets, Curb, & Sidewalk Replacement Project, as generally described in the Advertisement for Bids, to the City of Lake Forest hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

BY: _____
Authorized Agent of Contractor

Subscribed and sworn to before me this
20th day of April, 2023.

Notary Public



BID SUBMITTAL

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Schroeder & Schroeder, Inc. (SEAL)

State of Incorporation: Illinois

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Chris Schroeder

Title: President
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in the State of Illinois is 03 /17 /1977.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

SUBMITTED on April 20, 2023.

State Contractor License No. 5376

Sworn and subscribed to before me this 20th, day of April, 2023.

Notary of other officer authorized to administer oaths

My commission expires: 8/18/2026



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Schroeder & Schroeder, Inc.
7306 Central Park
Skokie, IL 60076

SURETY (Name and Address of Principal Place of Business):

Ohio Farmers Insurance Company
One Park Circle
Westfield Center, OH 44251

OWNER (Name and Address):

City of Lake Forest
800 N. Field Drive
Lake Forest, IL 60045

BID

Bid Due Date: April 20, 2023

Description (Project Name and Include Location): 2023 Concrete Streets, Curb and Sidewalk Replacement Project

BOND

Bond Number: BID04202023

Date (Not earlier than Bid due date): April 20, 2023

Penal sum Ten Percent of attached Bid

\$ 10% of Bid

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Schroeder & Schroeder, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Chris Schroeder

Print Name

President

Title

Attest:

Signature

SECRETARY

Title

SURETY

Ohio Farmers Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Cathie M. Demitropoulos

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Veronica O'Connor, Client Service Manager

Title



Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1212962 02

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY

of **NAPERVILLE** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship** - - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 21st day of **MARCH** A.D., 2014 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY



State of Ohio
County of Medina ss.:

Dennis P. Baus, National Surety Leader and Senior Executive

On this 21st day of **MARCH** A.D., 2014 , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed

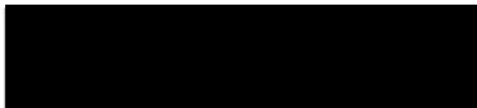


State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 20th day of **April** A.D., 2023 .



Frank A. Carrino, Secretary

Secretary

2023 Concrete Streets, Curb, and Sidewalk Replacement Project (#8426984)
 Owner: Lake Forest IL, City of
 Solicitor: Lake Forest IL, City of
 04/20/2023 10:00 AM CDT

Section	Titl	Line Item	Item Code	Item Descr	UofM	Engineer Estimate			Schroeder & Schroeder Inc.		D'Land Construction, LLC		G&M cement construction	
						Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid								\$150,050.67		\$1,337,467.50		\$1,998,157.50		\$2,089,935.00
		1		5" PCC Side Sq Ft		10250	\$7.95	\$81,487.50	\$12.50	\$128,125.00	\$17.00	\$174,250.00	\$16.00	\$164,000.00
		2		7" PCC Side Sq Ft		1500	\$8.23	\$12,345.00	\$12.50	\$18,750.00	\$19.00	\$28,500.00	\$20.00	\$30,000.00
		3	400300	ADA Detec Sq Ft		80	\$51.08	\$4,086.40	\$37.50	\$3,000.00	\$45.00	\$3,600.00	\$55.00	\$4,400.00
		4		Comb PCC Ln Ft		573	\$28.38	\$16,261.74	\$35.00	\$20,055.00	\$65.00	\$37,245.00	\$80.00	\$45,840.00
		5		Class B Pati Sq Yd		400	\$88.54	\$35,416.00	\$78.00	\$31,200.00	\$150.00	\$60,000.00	\$160.00	\$64,000.00
		6		VV, MH, Inl Ea		1	\$454.03	\$454.03	\$500.00	\$500.00	\$950.00	\$950.00	\$1,000.00	\$1,000.00
		7		Traffic Con Ea		3			\$3,750.00	\$11,250.00	\$5,250.00	\$15,750.00	\$5,500.00	\$16,500.00
		8		Arrow Boar Cal Day		6			\$375.00	\$2,250.00	\$550.00	\$3,300.00	\$500.00	\$3,000.00
		9		P.C.C. Pave Sq Yd		5000			\$78.00	\$390,000.00	\$135.00	\$675,000.00	\$145.00	\$725,000.00
		10		P.C.C. Pave Sq Yd		160			\$95.00	\$15,200.00	\$225.00	\$36,000.00	\$250.00	\$40,000.00
		11		P.C.C. Drive Sq Yd		300			\$74.50	\$22,350.00	\$150.00	\$45,000.00	\$150.00	\$45,000.00
		12		P.C.C. Side Sq Ft		44075			\$12.50	\$550,937.50	\$15.50	\$683,162.50	\$16.00	\$705,200.00
		13		P.C.C. Patic Sq Ft		250			\$18.00	\$4,500.00	\$50.00	\$12,500.00	\$45.00	\$11,250.00
		14		Combinatic Ln Ft		2305			\$35.00	\$80,675.00	\$60.00	\$138,300.00	\$59.00	\$135,995.00
		15		Combinatic Ln Ft		100			\$50.00	\$5,000.00	\$75.00	\$7,500.00	\$100.00	\$10,000.00
		16		Detectable Ea		33			\$375.00	\$12,375.00	\$400.00	\$13,200.00	\$550.00	\$18,150.00
		17		Reinforcerr Ln Ft		100			\$2.50	\$250.00	\$9.00	\$900.00	\$10.00	\$1,000.00
		18		Tree Grate Ea		7			\$750.00	\$5,250.00	\$1,200.00	\$8,400.00	\$800.00	\$5,600.00
		19		P.C.C. Side Sq Ft		200			\$15.00	\$3,000.00	\$25.00	\$5,000.00	\$30.00	\$6,000.00
		20		P.C.C. New Sq Ft		1600			\$16.00	\$25,600.00	\$21.00	\$33,600.00	\$25.00	\$40,000.00
		21		P.C.C. Pave Sq Yd		80			\$90.00	\$7,200.00	\$200.00	\$16,000.00	\$225.00	\$18,000.00
Lake Forest Alternate Bid								\$26,663.00		\$33,282.50		\$53,925.00		\$58,420.00
	A1	A1		New P.C.C. Sq Ft		1800	\$12.00	\$21,600.00	\$16.00	\$28,800.00	\$25.00	\$45,000.00	\$25.00	\$45,000.00
	A2	A2		Earth Excav Cu Yd		35	\$60.00	\$2,100.00	\$57.00	\$1,995.00	\$125.00	\$4,375.00	\$150.00	\$5,250.00
	A3	A3		Driveway P Sq Yd		62	\$11.50	\$713.00	\$25.00	\$1,550.00	\$25.00	\$1,550.00	\$35.00	\$2,170.00
	A4	A4		Grass Restr Sq Yd		75	\$30.00	\$2,250.00	\$12.50	\$937.50	\$40.00	\$3,000.00	\$80.00	\$6,000.00
Base Bid Total:								\$150,050.67		\$1,337,467.50		\$1,998,157.50		\$2,089,935.00

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

Signature:

Printed name:

Title:



Agenda Item Executive Summary

TITLE: Resolution No. R-70-2023: Waiving Competitive Bidding and Ratifying a Contract with Resco for the Purchase of Single Phase Transformers (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: July 18, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Water & Electric Department has experienced difficulty securing utility products such as 15kV cable and pad mount transformers in a timely manner due to supply chain issues. Lead times for these products have been in excess of 52 weeks and/or vendors are no longer providing bids due to the lack of manufacturing slots. Staff received notification from Resco, an electrical distributor, that their organization had six manufacturing slots available in December 2023, with transformer manufacturer Ermco for single phase pad mount transformers. The Village was provided two working days to commit to an order for the transformers. After reviewing the current status of open orders and inventory, staff requested expedited procurement approval from Village Manager Bahan for the issuance of a purchase order to Resco in the amount of \$47,334, subject to escalation/de-escalation at time of shipment, for the purchase of six single phase pad mount transformers. Resolution No. R-70-2023 waives competitive bidding and ratifies the purchase of the transformers with Resco.

Background:

The Water & Electric Department typically utilizes 8-10 pad mount single phase transformers per year. These transformers are used to provide electric service to new residential buildings and/or for service upgrades. The current disruption of the supply chain has resulted in excessively long lead times and/or vendors declining to bid due to the lack of manufacturing capability. In the fall of 2022, vendors and distributors that have previously supplied single phase pad mount transformers, stopped accepting new orders. Since that period, staff has periodically made inquiries about securing quotes for transformers. After speaking with a representative from Resco, staff received notice on July 12, 2023, that the electrical distributor had six manufacturing slots available through their contract with transformer manufacturer, Ermco. Resco quoted (Exhibit 1) a unit price of \$7,889 per transformer. The Village was provided two working days to issue a purchase order to secure the December 2023, manufacturing date.

Prior to recommending approval of an expedited award to Resco, staff reviewed upcoming customer projects, on-hand inventory, the current status of open transformer orders, and conferred with other vendors about manufacturing lead times. Two manufacturers are still not accepting orders for single

phase pad mount transformers and a third manufacturer has a manufacturing lead time of 192-194 weeks. The Water & Electric Department has two open orders for single phase pad mount transformers as noted below.

<u>Order Date</u>	<u>Vendor</u>	<u>Manufacturer</u>	<u>Quantity</u>	<u>Estimated Shipment Date</u>
March 1, 2022	Wesco	ABB/Hitachi	8	December 2024
May 20, 2022	Wesco	Power Partners	4	January 2024

Resco's quoted price for the pad mount transformers is \$7,889 per transformer, subject to Ermco's escalation/de-escalation policy. As noted below, the quoted price is favorable when compared to contract awards from 2022 for the same transformer.

Summary of Single Phase 100kVA Pad Mount Transformer Prices (2021-2023)

<u>Date</u>	<u>Vendor (Manufacturer)</u>	<u>Unit Price</u>
07/27/21	Resco (Ermco)	\$3,951.00
07/27/21	Wesco (ABB)	\$3,369.00
09/23/21	Border States Electric Supply (Cooper Power)	\$ 4,611.47
02/21/22	Wesco (ABB)	\$12,636.00
05/20/22	Wesco (Power Partners)	\$9,446.00
09/21/22	Resco (Ermco)	\$8,025.00
07/13/23	Resco (Ermco)	\$7,889.00 (Quoted price)

With respect to escalation, transformer manufacturers have implemented this requirement and the Village has (reluctantly) accepted escalation on contract awards to ensure the continued supply of transformers for the electric utility. Resco has an existing order from the Village for two pad mount transformers that are scheduled to be delivered in December 2023. The additional six single phase pad mount transformers will be constructed in accordance with the prior contract terms, RFB #022-042. Based on these details, staff recommended a contract award to Resco.

The FY 2023 Electric Fund budget contains \$257,516 (account #500.42.34-660) for the purchase of transformers. At this time, Resco is unable to confirm the specific delivery date. If the transformers are received in 2023, the expenditure is not anticipated to impact budget adherence as another unrelated transformer order in the amount of \$37,784 has been delayed until 2024.

RECOMMENDATION:

Consider adoption of Resolution No. R-70-2023, Waiving Competitive Bidding and Ratifying a Contract with Resco for the Purchase of Single Phase Transformers.

ATTACHMENTS:

1. Resolution No R-70-2023: Waiving Competitive Bidding and Ratifying a Contract with Resco for the Purchase of Single-Phase Transformers

RESOLUTION NO. R-70-2023

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND RATIFYING A
CONTRACT WITH RESCO FOR THE PURCHASE OF
SINGLE-PHASE TRANSFORMERS**

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

WHEREAS, due to supply chain issues, lead times for cable and pad mount transformers have been in excess of 52 weeks and in many cases, vendors have stopped providing bids due to the lack of manufacturing slots for this type of equipment; and

WHEREAS, the Village's Water and Electric Department received notification that the electrical distributor RESCO ("***RESCO***") has manufacturing slots available with Ermco for six single phase transformers in December 2023 ("***Transformers***"); and

WHEREAS, the Village was provided two working days to commit to the Transformers, and due to the lack of this type of equipment in the open market, the Village determined it was necessary to secure the Transformers; and

WHEREAS, Village staff determined that it would threaten public health, safety, and welfare to delay the purchase of the Transformers; and

WHEREAS, the Village entered into a contract and approved a purchase order from RESCO for the purchase of the Transformers in an amount of \$47,334.00, subject to escalation ("***Contract***"); and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and ratify and approve the Contract for the purchase of the Transformers;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the purchase of the Transformers.

SECTION 3: RATIFICATION AND APPROVAL OF CONTRACT. The Village Council hereby ratifies and approves the Contract with RESCO for the purchase of the Transformers.

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

ADOPTED this 18th day of July, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT #1

7/11/23 15:37:06

ERMCO QUOTE

PAGE

1

CUSTOMER COPY

QUOTE # 662467-00
QUOTED DATE 9/08/22BILL TO:
RESCO
P.O. BOX 44430SHIP TO:
VILLAGE OF WINNETKA
WATER & ELECTRIC
1390 WILLOW ROAD

MADISON

WI53744

WINNETKA

IL60093

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
-------------	----------------	-----	------------	-----------

TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:

LOSS GRT: AVE VOLT% : 100

NL TEMP BASIS: 20 LL TEMP BASIS: 85

*PADMOUNT QUOTED PER VILLAGE OF WINNETKA PADSPEC. RFB #022-042 PROVIDED WITH RFQ.

-FORMULA OF NL=12.49 LL=2.67 & TO MEET DOE 2016

EFFICIENCY REQUIREMENTS.

*****PRICING UPDATED 07/11/23*****

*SUBJECT TO ESCALATION/DE-ESCALATION AT TIME OF SHIPMENT.

ITEM 1

PADMOUNT DIST. TRANSFORMER PADMOUNT 6 7889.00 47334.00

ITEM# : 1.00

NL= 150 LL= 816 IZ=2.600 TL= 966

OPTIONS BEGIN.....

TYP2A LOW PROFILE, ANSI STD. TYPE II
 L LOOP FEED WITH 200 AMP STRAP
 100 100 KVA
 001 12470GRDY/7200 95BIL 1BU
 001G 12470GRDY/7200
 001 NO TAPS
 441 240/120 (3 LVBU ONLY) LHL
 300 INTERNAL BUSHING MTD. WEAKLINK
 N NO DRIP SHIELD REQUIRED
 003 GENERIC HV BUSHING WELL 3-90 OR 98
 300 ELASTIMOLD INSERTS
 000 COPPER STUD SECONDARY BUSHINGS.
 400 4 HOLE NEMA H SPADES 3.50 WIDE
 1 SWITCHABLE CLU23 SERIES (ERMCO STD)
 00 ECI DISCONNECT SWITCH (STANDARD)
 000 12GA MILD STEEL DOOR
 4 ANAHEIM-DOORGRD (STUD) SILLGRD (STUD)
 VALEA VEA: PCB CONTENT IS NON-DETECTABLE
 6 WARNGMR. OUCH GENERIC (NEMA#260) DOOR
 C MR. OUCH GENER (NEMA #260) 52-02 DOOR
 0 STD TX MINERAL OIL

OPTIONS END.....

100% CTR MONTHLY BY EMAIL

48 HOUR NOTICE



Agenda Item Executive Summary

TITLE: Ordinance No. MC-07-2023: Amending the Text of the Winnetka Zoning Ordinance to Establish a Lakefront Preservation Overlay District (Adoption)

PRESENTER: David Schoon

AGENDA DATE: July 18, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

7/6/23 – Village Council held a public hearing on and approved introduction of Ordinance No. MC-7-2023 and Ordinance No. M-09-2023

EXECUTIVE SUMMARY:

On July 18, 2023, the Village Council is scheduled to consider adoption of the following two ordinances:

- MC-07-2023 – An Ordinance Amending the Text of the Winnetka Zoning Ordinance to establish a Lakefront Preservation Overlay District, and
- M-09-2023 – An Ordinance Amending the Official Zoning Map of the Village of Winnetka to Place Certain Property along Lake Michigan in the Lakefront Preservation Overlay District.

The general purpose of the proposed text amendments is to establish a Lakefront Preservation Overlay (LPO) District and use regulations for publicly-owned properties located within the new overlay district. Under consideration are map amendments to the Village Zoning Map to apply the new Overlay District to certain land that is publicly owned as of July 6, 2023, which properties are identified in the proposed Ordinance.

On July 6, 2023, the Village Council held a public hearing on the proposed ordinances. After hearing a brief staff presentation regarding the proposed ordinances and hearing from the public, the Village Council approved motions introducing each of the ordinances.

Prior to the July 6 Village Council meeting, the Village received written protests filed per Section 17.72.040E, Amendments - Written Protests, of the Village Zoning Ordinance. Section 17.72.040E provides that if 20 percent of “the owners of property that will be subjected to the proposed zoning amendment, as well as the owners of properties immediately adjacent to, across any alley from, or directly opposite to the property or properties that are the subject of the zoning amendment” submit a written protest in the manner required by the code, the granting of a zoning amendment by the Village Council shall require the favorable vote of four Trustees. The Village Attorney has reviewed the submitted protests and has determined the protests submitted do not meet the 20 percent threshold for these ordinances on the agenda.

RECOMMENDATION:

The Council is scheduled to consider adoption of Ordinance No. MC-07-2023, An Ordinance Amending the Text of the Winnetka Zoning Ordinance to establish a Lakefront Preservation Overlay District, and Ordinance No. M-09-2023, An Ordinance Amending the Official Zoning Map of the Village of Winnetka to Place Certain Property along Lake Michigan in the Lakefront Preservation Overlay District.

ATTACHMENTS:

1. Ordinance No. MC-07-2023: Amending the Text of the Winnetka Zoning Ordinance to Establish a Lakefront Preservation Overlay District

**AN ORDINANCE AMENDING THE TEXT OF THE WINNETKA ZONING ORDINANCE
TO ESTABLISH A LAKEFRONT PRESERVATION OVERLAY DISTRICT**

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

WHEREAS, as of the effective date of this Ordinance, and within the corporate boundaries of the Village, there exists publicly-owned land located along Lake Michigan ("**Subject Parcels**"); and

WHEREAS, pursuant to Section 17.72.040 of the "Winnetka Zoning Ordinance," as amended ("**Zoning Ordinance**"), the Village Manager submitted applications for a text amendment to the Zoning Ordinance ("**Text Amendment**") to create a Lakefront Preservation Overlay District ("**Lakefront Overlay District**") and a map amendment to the Official Zoning Map of the Village of Winnetka ("**Map Amendment**") to apply the Overlay District to the Subject Parcels; and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village gave proper notice of public hearings by the Winnetka Village Council to consider the Text and Map Amendments by publication in the *Chicago Tribune* on June 21, 2023, by mail to the owners of the Subject Parcels, and by mail to owners of real property located within 250 feet of the Subject Parcels; and

WHEREAS, the Village Council has determined that establishment of the Lakefront Overlay District and related regulations and requirements as provided in this Ordinance satisfies all of the findings and other requirements in Section 17.72.040 of the Zoning Ordinance; and

WHEREAS, pursuant to its home rule powers and all other applicable law and authorities, the Village Council finds and determines that it is in the best interests of the Village and its residents to amend the text of the Zoning Ordinance to establish the Lakefront Preservation Overlay District, as set forth in, and subject to, the provisions of this Ordinance;

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

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

SECTION 2: LAKEFRONT PRESERVATION OVERLAY DISTRICT. The Zoning Ordinance is hereby amended to add a new Chapter 17.50, titled "Lakefront Preservation Overlay District," as follows:

“Chapter 17.50. Lakefront Preservation Overlay District

Section 17.50.010 Lakefront Preservation Overlay District.

- A. Purpose. Lake Michigan, its coastline and beaches, and the adjacent properties and vistas provide a unique natural resource to the Village and its residents that must be preserved and protected. This Chapter recognizes the current public ownership of certain properties along Lake Michigan and is intended to preserve and maintain the character of those properties in the event they are no longer publicly owned, specifically including, without limitation, the open space and open vistas provided by properties along Lake Michigan in the Lakefront Preservation Overlay District and to otherwise promote the preservation of existing open space and existing landscaped areas along Lake Michigan. This Chapter is further intended to conserve and encourage the use of land adjacent to Lake Michigan for open space preservation and enhancement; to protect natural resources; and to save scenic vistas.
- B. Mapping of Lakefront Preservation Overlay District. The areas shown on the Appendix to the Official Village of Winnetka Zoning Map are zoned in the Lakefront Preservation Overlay District, which Overlay District includes all publicly owned land located along Lake Michigan in the Village as of July 6, 2023. In the event additional land along Lake Michigan becomes publicly owned after July 6, 2023, the Village Manager will initiate a map amendment application to apply the Lakefront Preservation Overlay District to that additional land.
- C. Permitted Uses. Notwithstanding any other regulations in the Village Code or the Zoning Ordinance, including, without limitation, the regulations in the applicable underlying zoning district, the following uses are the only permitted uses for properties in the Lakefront Preservation Overlay District that are no longer publicly owned (“Regulated Property”):
1. Publicly-owned utilities;
 2. Limited recreational uses, which for purposes of this Section means recreational activities that do not involve or require structures or prepared facilities, such as sports fields, courts, tracks, or pavilions. Limited recreational uses include, without limitation, nature studies, hiking, cross-country skiing, walking, jogging, picnicking, and other similar activities; and
 3. Space that is open and unobstructed from ground to sky except by landscaping designed, arranged, and intended for use in conjunction with limited recreational uses or relaxation.

- D. Special Uses. Any use allowed in the underlying zoning district on any Regulated Property other than a use set forth in Subsection C of this Section requires a special use granted by the Village Council pursuant to the requirements and procedures set forth in Chapter 17.56 of this Title and consistent with the purposes of this Chapter.
- E. Prohibited Activities and Uses. Notwithstanding any other regulations in the Village Code or the Zoning Ordinance, including, without limitation, the regulations in the applicable underlying zoning district, the following regulations shall apply to all Regulated Property in the Lakefront Preservation Overlay District:
1. No new buildings, signs, fences, or other structures shall be erected or materially altered.
 2. New landscaping shall not exceed three feet at mature height, except new landscaping may exceed three feet at mature height with approval by the Village Council as long as it can be demonstrated that the proposed vegetation at mature height will not materially impact the existing view of the lake from abutting public rights-of-way or abutting publicly-owned land.
 3. Tree removal and replacement is subject to the provisions of Chapter 15.28 Tree Enhancement and Preservation of the Village Code, which removal and replacement requires the approval of the Village Forester.
 4. No portion of a Regulated Property will be considered in determining or calculating any of the applicable bulk regulations for adjacent property, including, without limitation, the applicable lot area, lot width, maximum building height, setbacks, building size, intensity of lot use, maximum impermeable surface, and maximum gross floor area.
 5. No portion of any Regulated Property may be considered part of adjacent property for purposes of determining a zoning lot.”

SECTION 3: ZONING MAP. Subsection A, titled “District Boundaries,” of Section 17.08.020, titled “Zoning Map,” of Chapter 17.08, titled “Zoning Districts and Official Map,” of the Zoning Ordinance is hereby amended to add the following new Paragraph 4 to said Subsection A:

“4. The boundaries of the Lakefront Preservation Overlay District are as shown on the Appendix to the Official Village of Winnetka Zoning Map.”

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

PASSED this 18 day of July, 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: _____, 2023

Passed and Approved: _____, 2023

July 18, 2023

MC-07-2023

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE VILLAGE OF WINNETKA TO PLACE CERTAIN PROPERTY ALONG LAKE MICHIGAN IN THE LAKEFRONT PRESERVATION OVERLAY DISTRICT

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

WHEREAS, as of the effective date of this Ordinance, the Village of Winnetka contains publicly-owned land located along Lake Michigan ("***Subject Parcels***"), as depicted in ***Exhibit A***, attached to this Ordinance; and

WHEREAS, pursuant to Section 17.72.040 of the "Winnetka Zoning Ordinance," as amended ("***Zoning Ordinance***"), the Village Manager submitted applications for a text amendment to the Zoning Ordinance ("***Text Amendment***") to create a Lakefront Preservation Overlay District ("***Lakefront Overlay District***") and a map amendment to the Official Zoning Map of the Village of Winnetka ("***Map Amendment***") to apply the Lakefront Overlay District to the Subject Parcels; and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village gave proper notice of public hearings by the Winnetka Village Council to consider the Text and Map Amendments by publication in the *Chicago Tribune* on June 21, 2023, by mail to the owners of the Subject Parcels, and by mail to owners of real property located within 250 feet of the Subject Parcels; and

WHEREAS, the Village Council adopted Ordinance No. MC-07-2023 on July 18, 2023, approving the Text Amendment to establish in the Winnetka Zoning Ordinance the Lakefront Overlay District; and

WHEREAS, the Village Council has determined that application of the Lakefront Overlay District to the Subject Parcels as provided in this Ordinance satisfies all of the findings and other requirements in Section 17.72.040 of the Zoning Ordinance; and

WHEREAS, pursuant to its home rule powers and all other applicable law and authorities, the Village Council finds and determines that it is in the best interests of the Village and its residents to amend the Zoning Map to apply the Lakefront Overlay District to the Subject Parcels as set forth in, and subject to the provisions of, this Ordinance;

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

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

SECTION 2. MAP AMENDMENT FOR LAKEFRONT PRESERVATION OVERLAY DISTRICT. Pursuant to the Village's home rule powers and Section 17.72.040 of the Zoning Ordinance, the Zoning Map of the Village is amended to illustrate the establishment of the Lakefront Preservation Overlay District and to apply the Lakefront Preservation Overlay District to the Subject Parcels.¹

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

PASSED this 18 day of July, 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: _____, 2023

Passed and Approved: _____, 2023

¹ The Lakefront Preservation Overlay District extends to the water's edge of Lake Michigan on the Subject Parcels.

EXHIBIT A

SUBJECT PARCELS – IMAGE 1 OF 3

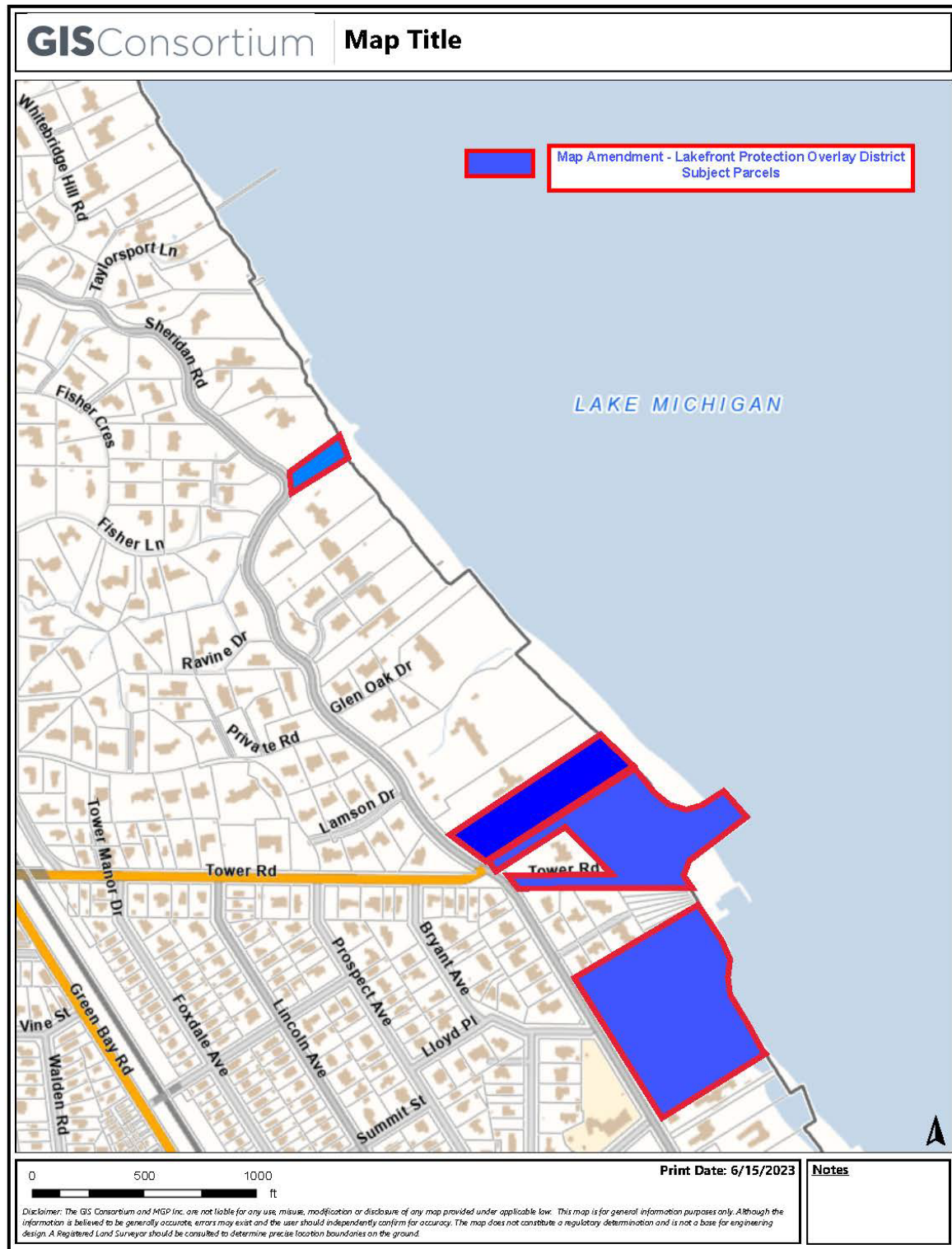


EXHIBIT A

SUBJECT PARCELS – IMAGE 2 OF 3

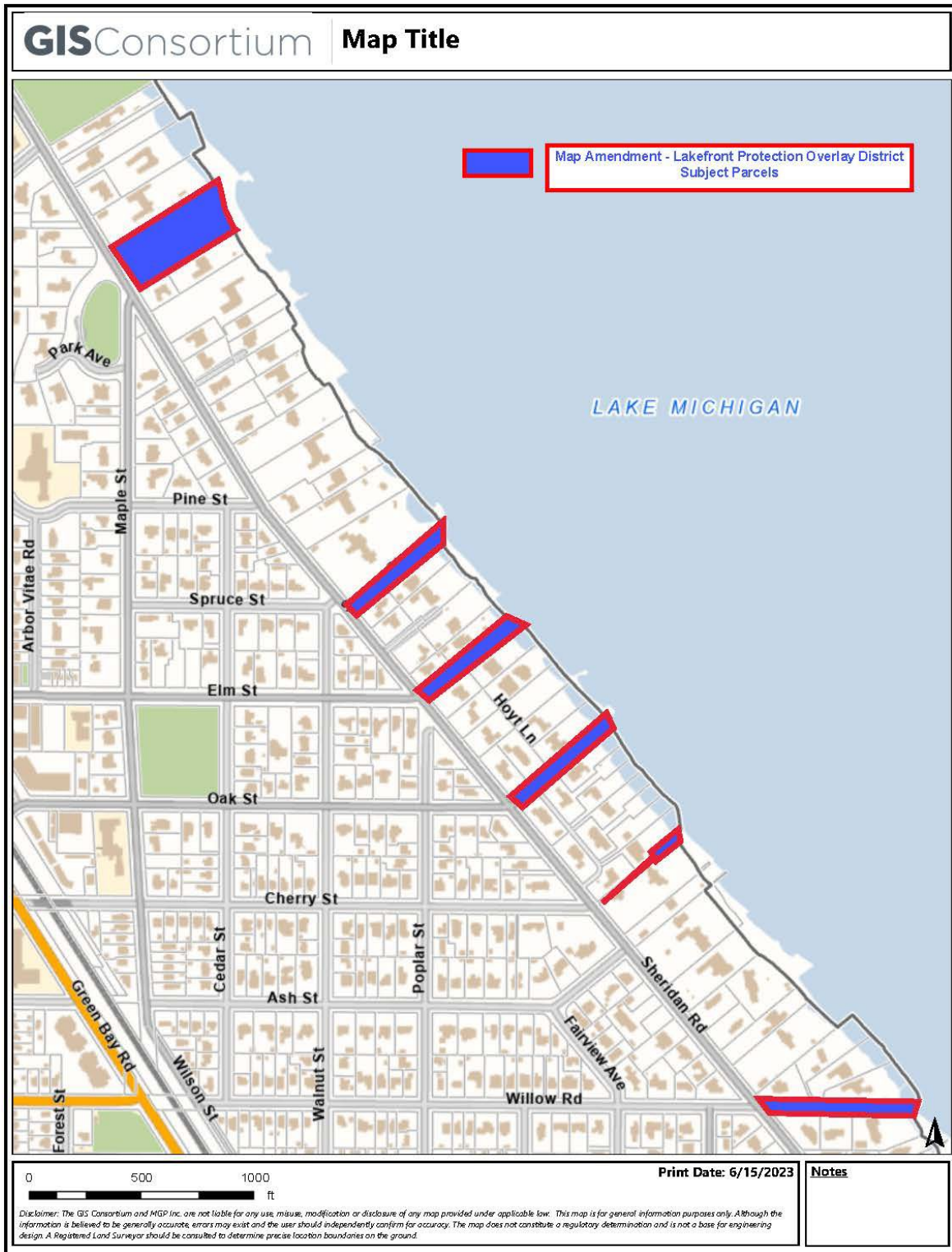
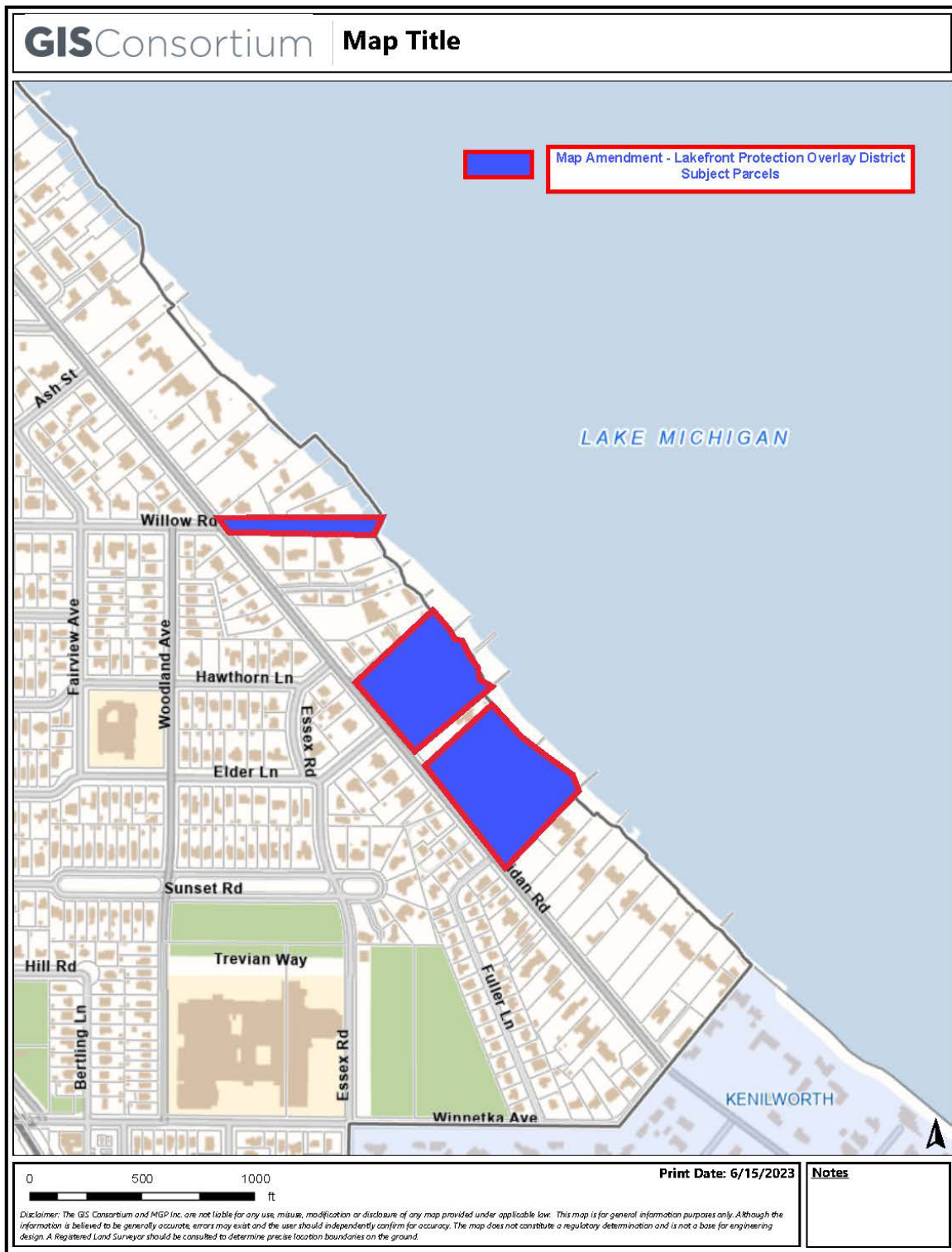


EXHIBIT A

SUBJECT PARCELS – IMAGE 3 of 3





Agenda Item Executive Summary

TITLE: Ordinance No. MC-08-2023: Amending the Text of the Winnetka Zoning Ordinance to Establish a Study and Permit Abeyance Period for Construction in the Steep Slope Area Along Lake Michigan (Adoption)

PRESENTER: David Schoon

AGENDA DATE: July 18, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

1/10/2023 Village Council held a study session regarding lakefront development regulations.
1/31/2023 Village Council held a study session regarding lakefront development regulations.
3/7/2023 Village Council introduced Ordinance MC-05-2023, an ordinance that establishes more clearly the nature and extent of Village permit requirements for construction of structures in and adjacent to Lake Michigan.
3/21/2023 Village Council adopted Ordinance MC-05-2023.
7/6/23 Village Council held a public hearing on and approved introduction of Ordinance No. MC-00-2023

EXECUTIVE SUMMARY:

On July 18, 2023, the Village Council is scheduled to consider adoption of Ordinance No. MC-08-2023, An Ordinance Amending the Text of the Village Zoning Ordinance to Establish a Study and Permit Abeyance Period for Construction in the Steep Slope Area Along Lake Michigan. (Attachment 2)

The general purpose of the proposed amendments is to establish a study period from July 6, 2023, to April 6, 2024, to pause construction activity in the steep slope zone to ensure the Village has time to adequately analyze and adopt any necessary regulations and examine the effects of construction on the Winnetka bluffs along Lake Michigan (the "Permit Abeyance Period"). During the Permit Abeyance Period, the Village will not accept applications for, and will not issue, any permits for any construction within the steep slope zone that requires a permit.

On July 6, 2023, the Village Council held a public hearing on the proposed ordinance. After hearing a brief staff presentation regarding the proposed ordinances and hearing from the public, the Village Council directed staff to make the following changes to the draft ordinance:

- Clarify that prohibited "Construction Activity" within the Steep Slope Zone only applies to such activity that requires a permit.
- Clarify that repairs or general maintenance of structures or utility facilities may occur within the Steep Slope Zone during the Permit Abeyance Period.

- Clarify that restoration of property, facilities, and structures within the Steep Slope Zone that suffer a casualty loss may occur as long as it is restored to a size substantially the same or smaller than the original.
- Clarify that Construction Activity within the Steep Slope Zone that occurs entirely within a pre-existing building and that does not disturb the soil may occur.

After providing staff with the above direction, the Village approved a motion introducing the ordinance.

The proposed ordinance on the July 18 Village Council agenda includes changes that address the above direction from the Council. Attachment 1 is a copy of the ordinance that tracks the changes that have been made to the ordinance since the July 6 Village Council meeting.

Prior to the July 6 Village Council meeting, the Village received written protests filed per Section 17.72.040E, Amendments - Written Protests, of the Village Zoning Ordinance. Section 17.72.040E provides that if 20 percent of “the owners of property that will be subjected to the proposed zoning amendment, as well as the owners of properties immediately adjacent to, across any alley from, or directly opposite to the property or properties that are the subject of the zoning amendment” submit a written protest in the manner required by the code, the granting of a zoning amendment by the Village Council shall require the favorable vote of four Trustees. The Village Attorney has reviewed the submitted protests and has determined the protests submitted do not meet the 20 percent threshold for this ordinance on the agenda.

RECOMMENDATION:

The Council is scheduled consider adoption of Ordinance No. MC-08-2023 - An Ordinance Amending the Village Zoning Ordinance to Establish a Study and Permit Abeyance Period for Construction in the Steep Slope Area Along Lake Michigan.

ATTACHMENTS:

1. MC-08-2023 - Amending Zoning Ordinance to Establish a Permit Abeyance Period for Construction in Steep Slope Area along Lake Michigan
2. MC-08-2023 - Amending Zoning Ordinance to Establish a Permit Abeyance Period for Construction in Steep Slope Area along Lake Michigan (TRACK CHANGES)

**AN ORDINANCE AMENDING THE TEXT OF THE WINNETKA ZONING
ORDINANCE TO ESTABLISH A STUDY AND PERMIT ABEYANCE PERIOD FOR
CONSTRUCTION IN THE STEEP SLOPE AREA ALONG LAKE MICHIGAN**

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

WHEREAS, Lake Michigan and the lakefront of the Village have special environmental, recreational, cultural, historical, community, and aesthetic interests and values; and

WHEREAS, the preservation and protection of Lake Michigan and its Winnetka lakefront and adjoining lands and bluffs is critically important to the Village and its residents; and

WHEREAS, as set forth in Chapter 15.78, Lakefront Construction, of the “Winnetka Village Code,” as amended (“*Village Code*”), the Village adopted on March 21, 2023, building and other Village Code amendments and enforcement measures to ensure appropriate and necessary protections to preserve and protect Lake Michigan and its shoreline; and

WHEREAS, the Village now desires to ensure that construction on properties along Lake Michigan and the bluffs does not cause environmental or ecological damage to Lake Michigan or the surrounding areas of the Village or otherwise create harm to the public health, safety, or welfare of the Village, its residents, or visitors to the Village; and

WHEREAS, the further purposes of this Ordinance are as follows:

- To protect the natural environment and the integrity of the Lake Michigan coastal area that is a distinctive and valuable natural feature of the Lake Michigan shoreline;
- To recognize the potential for hazards that could affect health and safety to persons and property from bluff and shoreline development;
- To maintain the stability of the coastal bluffs and shorelines and to reduce the risks of coastal erosion, undermining, slumping, or collapse of the bluffs, and to protect the waters of Lake Michigan from unnatural sedimentation;
- To promote the recommendations of the Village of Winnetka’s Comprehensive Plan relative to the constraints that should be considered in developments that impact coastal areas and environments; and

WHEREAS, the Village plans to retain the services of a coastal engineer, hold public meetings and hearings, and develop more comprehensive amendments to the Village Code and provide related procedures to ensure that construction on the bluffs and the steep slope areas of the bluffs are consistent with the Village’s goals and policies; and

WHEREAS, the Village has determined a study and permit abeyance period is necessary to analyze the designated bluff areas that need to be protected (*“Permit Abeyance Period”*); and

WHEREAS, the study and development of more comprehensive amendments and related procedures will take a significant amount of time and effort on the part of Village staff; and

WHEREAS, construction on new or existing structures in or around the bluffs and the steep slope areas during the Permit Abeyance Period may irreversibly impair or otherwise damage the Village’s shoreline, bluff, and adjacent properties to the detriment of the Village and its residents; and

WHEREAS, to prevent that impairment and damage, and to ensure that the Village is able to undertake a thorough examination of this complex issue during the Permit Abeyance Period, this Ordinance amends the “Winnetka Zoning Ordinance,” as amended (*“Zoning Ordinance”*), to confirm and further promulgate the Village's regulatory authority of the Winnetka bluffs along Lake Michigan and adjacent property, and to impose a temporary pause on the issuance of building permits for construction on new or existing structures in and around the bluffs during the Permit Abeyance Period; and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village Manager submitted an application for a text amendment to the Zoning Ordinance to impose the Permit Abeyance Period and provide the Village time to study bluff and steep slope regulations; and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village gave proper notice of a public hearing by the Winnetka Village Council to consider the Permit Abeyance Period and related amendments to the Zoning Ordinance by publication in the *Chicago Tribune* on June 21, 2023, and by mail to lakefront property owners as well as property owners within 250 feet of lakefront properties; and

WHEREAS, the Village Council conducted a public hearing on July 6, 2023, regarding the imposition of a temporary pause on construction during the Village’s Permit Abeyance Period; and

WHEREAS, Section 11-48.2-2 of the Illinois Municipal Code, 65 ILCS 5/11-48.2-2, provides that the Village is empowered to adopt ordinances identifying areas of special historical, community, or aesthetic interest or value and to impose regulations within these areas on construction, alteration, demolition and use, and designed to preserve, protect, and enhance the unique and important aspects of the identified areas; and

WHEREAS, pursuant to these and other applicable authorities and the Village's home rule powers, the Village Council has determined that it is necessary and in the best interests of the Village and its residents to adopt amendments to the Zoning Ordinance as set forth in this Ordinance and to impose a temporary pause on the issuance of building permits for construction on or around the bluffs along Lake Michigan in Winnetka during the Permit Abeyance Period;

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

July 18, 2023

MC-08-2023

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

SECTION 2. NEW CHAPTER 17.80 OF THE ZONING ORDINANCE. Title 17, titled “Zoning,” of the Village Zoning Ordinance is amended to add a new Chapter 17.80, titled “Bluff Construction Permit Abeyance Period,” which new Chapter 17.80 will read as follows:

“Chapter 17.80
BLUFF CONSTRUCTION PERMIT ABEYANCE PERIOD

Section 17.80.010 Purpose.

The purpose of this Chapter is to establish a study and permit abeyance period to ensure the Village has time to adequately analyze and adopt any necessary code amendments, regulations, and related procedures, and to examine the effects of construction on the bluffs in the Village located along Lake Michigan. Lake Michigan, its coastline and beaches, and its bluffs, provide a unique natural resource to the Village and to its residents that must be preserved and protected. This Chapter is intended to protect the bluffs and ensure that construction on the bluffs of Lake Michigan in the Village do not cause environmental or ecological damage to Lake Michigan or the surrounding areas of the Village, or otherwise create harm or risk to the public health, safety, and welfare of the Village, its residents, or visitors to the Village.

Section 17.80.020 Definitions.

For purposes of this Chapter, the following terms are defined as follows:

“Bluff” means an elevated segment of the Lake Michigan shoreline above the beach (or in the absence of the beach, the waterline) that normally has a precipitous front that is inclining steeply on the lakeward side.

“Construction Activity” means any act or process involving (i) the construction, alteration, modification, demolition, or removal of any new or existing structure or (ii) the adding, dumping, grading, or removing of soil, dirt, sand, rocks, fill, or vegetation.

“Lake Michigan” means that portion of Lake Michigan that borders the Village, to the extent of three miles beyond the corporate limits, but not beyond the limits of the State.

“Permit Abeyance Period” means the period of nine months commencing on July 6, 2023, and ending on April 6, 2024, during which time the Village will be analyzing Bluff and other areas that require protection.

“Steep Slope” means land comprising or adjacent to a Bluff where the slope in ascent or descent exceeds ten percent from the horizontal.

“Steep Slope Zone” means all land between the bottom of a Steep Slope and the top of the Steep Slope, and also the land that is 40 feet landward from the top of a Steep Slope.

Section 17.80.030 Permit Abeyance Period.

- A. Notwithstanding any other provision to the contrary in the Village Code (but subject to Section 17.80.040 of this Chapter), all Construction Activity that requires a permit is prohibited in the Steep Slope Zone during the Permit Abeyance Period. This prohibition does not apply to Construction Activity that received all applicable Village permits prior to July 6, 2023, provided those permits do not expire or are terminated in accordance with the Village Code.
- B. Notwithstanding any other provision to the contrary in the Village Code (but subject to Section 17.80.040 of this Chapter), the Village will not accept any application, and will not grant any permits, for any Construction Activity within the Steep Slope Zone during the Permit Abeyance Period.

Section 17.80.040 Exceptions

The provisions of Section 17.80.030 of this Chapter will not apply to the following Construction Activities:

- A. Repairs or general maintenance for structures existing as of July 6, 2023.
- B. Repairs or general maintenance of utility facilities, including, without limitation, stormwater outfalls, existing as of July 6, 2023.
- C. Restoration of property, facilities and structures that suffer a casualty loss or become damaged, provided that the restoration results in the facilities or structures being restored to a size that is substantially the same or smaller than the original facilities or structures.
- D. Construction Activities that occur entirely within a pre-existing building and do not disturb the soil.

Section 17.80.050 Severability.

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

SECTION 3. EFFECTIVE DATE. This Ordinance will be in full force and effect upon passage, approval, and publication of this Ordinance in pamphlet form in the manner provided by law.

PASSED this 18 day of July, 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: _____, 2023

Passed and Approved: _____, 2023

ORDINANCE NO. M-08-2023

**AN ORDINANCE AMENDING THE TEXT OF THE WINNETKA ZONING
ORDINANCE TO ESTABLISH A STUDY AND PERMIT ABEYANCE PERIOD FOR
CONSTRUCTION IN THE STEEP SLOPE AREA ALONG LAKE MICHIGAN**

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

WHEREAS, Lake Michigan and the lakefront of the Village have special environmental, recreational, cultural, historical, community, and aesthetic interests and values; and

WHEREAS, the preservation and protection of Lake Michigan and its Winnetka lakefront and adjoining lands and bluffs is critically important to the Village and its residents; and

WHEREAS, as set forth in Chapter 15.78, Lakefront Construction, of the “Winnetka Village Code,” as amended (“*Village Code*”), the Village adopted on March 21, 2023, building and other Village Code amendments and enforcement measures to ensure appropriate and necessary protections to preserve and protect Lake Michigan and its shoreline; and

WHEREAS, the Village now desires to ensure that construction on properties along Lake Michigan and the bluffs does not cause environmental or ecological damage to Lake Michigan or the surrounding areas of the Village or otherwise create harm to the public health, safety, or welfare of the Village, its residents, or visitors to the Village; and

WHEREAS, the further purposes of this Ordinance are as follows:

- To protect the natural environment and the integrity of the Lake Michigan coastal area that is a distinctive and valuable natural feature of the Lake Michigan shoreline;
- To recognize the potential for hazards that could affect health and safety to persons and property from bluff and shoreline development;
- To maintain the stability of the coastal bluffs and shorelines and to reduce the risks of coastal erosion, undermining, slumping, or collapse of the bluffs, and to protect the waters of Lake Michigan from unnatural sedimentation;
- To promote the recommendations of the Village of Winnetka’s Comprehensive Plan relative to the constraints that should be considered in developments that impact coastal areas and environments; and

WHEREAS, the Village plans to retain the services of a coastal engineer, hold public meetings and hearings, and develop more comprehensive amendments to the Village Code and

provide related procedures to ensure that construction on the bluffs and the steep slope areas of the bluffs are consistent with the Village's goals and policies; and

WHEREAS, the Village has determined a study and permit abeyance period is necessary to analyze the designated bluff areas that need to be protected (***"Permit Abeyance Period"***); and

WHEREAS, the study and development of more comprehensive amendments and related procedures will take a significant amount of time and effort on the part of Village staff; and

WHEREAS, construction on new or existing structures in or around the bluffs and the steep slope areas during the Permit Abeyance Period may irreversibly impair or otherwise damage the Village's shoreline, bluff, and adjacent properties to the detriment of the Village and its residents; and

WHEREAS, to prevent that impairment and damage, and to ensure that the Village is able to undertake a thorough examination of this complex issue during the Permit Abeyance Period, this Ordinance amends the "Winnetka Zoning Ordinance," as amended (***"Zoning Ordinance"***), to confirm and further promulgate the Village's regulatory authority of the Winnetka bluffs along Lake Michigan and adjacent property, and to impose a temporary pause on the issuance of building permits for construction on new or existing structures in and around the bluffs during the Permit Abeyance Period; and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village Manager submitted an application for a text amendment to the Zoning Ordinance to impose the Permit Abeyance Period and provide the Village time to study bluff and steep slope regulations; and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village gave proper notice of a public hearing by the Winnetka Village Council to consider the Permit Abeyance Period and related amendments to the Zoning Ordinance by publication in the *Chicago Tribune* on June 21, 2023, and by mail to lakefront property owners as well as property owners within 250 feet of lakefront properties; and

WHEREAS, the Village Council conducted a public hearing on July 6, 2023, regarding the imposition of a temporary pause on construction during the Village's Permit Abeyance Period; and

WHEREAS, Section 11-48.2-2 of the Illinois Municipal Code, 65 ILCS 5/11-48.2-2, provides that the Village is empowered to adopt ordinances identifying areas of special historical, community, or aesthetic interest or value and to impose regulations within these areas on construction, alteration, demolition and use, and designed to preserve, protect, and enhance the unique and important aspects of the identified areas; and

WHEREAS, pursuant to these and other applicable authorities and the Village's home rule powers, the Village Council has determined that it is necessary and in the best interests of the Village and its residents to adopt amendments to the Zoning Ordinance as set forth in this

Ordinance and to impose a temporary pause on the issuance of building permits for construction on or around the bluffs along Lake Michigan in Winnetka during the Permit Abeyance Period;

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

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

SECTION 2. NEW CHAPTER 17.80 OF THE ZONING ORDINANCE. Title 17, titled “Zoning,” of the Village Zoning Ordinance is amended to add a new Chapter 17.80, titled “Bluff Construction Permit Abeyance Period,” which new Chapter 17.80 will read as follows:

“Chapter 17.80
BLUFF CONSTRUCTION PERMIT ABEYANCE PERIOD

Section 17.80.010 Purpose.

The purpose of this Chapter is to establish a study and permit abeyance period to ensure the Village has time to adequately analyze and adopt any necessary code amendments, regulations, and related procedures, and to examine the effects of construction on the bluffs in the Village located along Lake Michigan. Lake Michigan, its coastline and beaches, and its bluffs, provide a unique natural resource to the Village and to its residents that must be preserved and protected. This Chapter is intended to protect the bluffs and ensure that construction on the bluffs of Lake Michigan in the Village do not cause environmental or ecological damage to Lake Michigan or the surrounding areas of the Village, or otherwise create harm or risk to the public health, safety, and welfare of the Village, its residents, or visitors to the Village.

Section 17.80.020 Definitions.

For purposes of this Chapter, the following terms are defined as follows:

“Bluff” means an elevated segment of the Lake Michigan shoreline above the beach (or in the absence of the beach, the waterline) that normally has a precipitous front that is inclining steeply on the lakeward side.

“Construction Activity” means any act or process involving (i) the construction, alteration, modification, demolition, or removal of any new or existing structure or (ii) the adding, dumping, grading, or removing of soil, dirt, sand, rocks, fill, or vegetation.

“Lake Michigan” means that portion of Lake Michigan that borders the Village, to the extent of three miles beyond the corporate limits, but not beyond the limits of the State.

“Permit Abeyance Period” means the period of nine months commencing on July 6, 2023, and ending on April 6, 2024, during which time the Village will be analyzing Bluff and other areas that require protection.

“Steep Slope” means land comprising or adjacent to a Bluff where the slope in ascent or descent exceeds ten percent from the horizontal.

“Steep Slope Zone” means all land between the bottom of a Steep Slope and the top of the Steep Slope, and also the land that is 40 feet landward from the top of a Steep Slope.

Section 17.80.030 Permit Abeyance Period.

- A. Notwithstanding any other provision to the contrary in the Village Code (but subject to Section 17.80.040 of this Chapter), all Construction Activity ~~that requires a permit~~ is prohibited in the Steep Slope Zone during the Permit Abeyance Period. This prohibition does not apply to Construction Activity that received all applicable Village permits prior to July 6, 2023, provided those permits do not expire or are terminated in accordance with the Village Code.
- B. Notwithstanding any other provision to the contrary in the Village Code (but subject to Section 17.80.040 of this Chapter), the Village will not accept any application, and will not grant any permits, for any Construction Activity within the Steep Slope Zone during the Permit Abeyance Period.

Section 17.80.040 Exceptions

The provisions of Section 17.80.030 of this Chapter will not apply to the following Construction Activities:

- A. ~~Emergency repairs~~Repairs or general maintenance for structures existing as of July 6, 2023.
- B. ~~Emergency repairs~~Repairs or general maintenance of utility facilities, including, without limitation, stormwater outfalls, existing as of July 6, 2023.
- C. Restoration of property, facilities and structures that suffer a casualty loss or become damaged, provided that the restoration results in the

facilities or structures being restored to a size that is substantially the same or smaller than the original facilities or structures.

D. Construction Activities that occur entirely within a pre-existing building and do not disturb the soil.

Section 17.80.050 Severability.

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

SECTION 3. EFFECTIVE DATE. This Ordinance will be in full force and effect upon passage, approval, and publication of this Ordinance in pamphlet form in the manner provided by law.

PASSED this ____ day of _____, 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: _____ July 6, 2023

Passed and Approved: _____, 2023

~~{00132958.8}~~ {00132958.9}



Agenda Item Executive Summary

TITLE: Ordinance No. MC-09-2023: Amending the Text of the Winnetka Zoning Ordinance Regarding Amendments to Special Uses (Adoption)

PRESENTER: David Schoon

AGENDA DATE: July 18, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

7/6/23 – Village Council held a public hearing on and approved introduction of Ordinance No. MC-09-2023

EXECUTIVE SUMMARY:

On July 18, 2023, the Village Council is scheduled to consider adoption of Ordinance No. MC-09-2023 - An Ordinance Amending the Text of the Winnetka Zoning Ordinance Regarding Amendments to Special Uses. The general purpose of the proposed text amendments is to more clearly define the process and procedures for adjustments, modifications, and amendments to special use permits.

On July 6, 2023, the Village Council held a public hearing on the proposed ordinance. After hearing a brief staff presentation regarding the proposed ordinances and hearing from the public, the Village Council approved a motion introducing the ordinance.

Prior to the July 6 Village Council meeting, the Village received written protests filed per Section 17.72.040E, Amendments - Written Protests, of the Village Zoning Ordinance. Section 17.72.040E provides that if 20 percent of "the owners of property that will be subjected to the proposed zoning amendment, as well as the owners of properties immediately adjacent to, across any alley from, or directly opposite to the property or properties that are the subject of the zoning amendment" submit a written protest in the manner required by the code, the granting of a zoning amendment by the Village Council shall require the favorable vote of four Trustees. The Village Attorney has reviewed the submitted protests and has determined the protests submitted do not meet the 20 percent threshold for this ordinance on the agenda.

RECOMMENDATION:

The Council is scheduled to consider adoption of Ordinance No. MC-09-2023 - An Ordinance Amending the Text of the Winnetka Zoning Ordinance Regarding Amendments to Special Uses.

ATTACHMENTS:

1. Ordinance No. MC-09-2023: Amending the Text of the Winnetka Zoning Ordinance Regarding Amendments to Special Uses

**AN ORDINANCE AMENDING THE TEXT OF THE WINNETKA ZONING
ORDINANCE REGARDING AMENDMENTS TO SPECIAL USES**

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

WHEREAS, the Village's procedures and standards for special uses are contained in Chapter 17.56 of the "Winnetka Zoning Ordinance," as amended ("**Zoning Ordinance**"); and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village Manager submitted an application for a text amendment to the Zoning Ordinance to amend Chapter 17.56 of the Zoning Ordinance to update the standards and procedures regarding amendments to special uses ("**Proposed Text Amendments**"); and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village gave proper notice of a public hearing by the Winnetka Village Council to consider the Proposed Text Amendments by publication in the *Chicago Tribune* on June 21, 2023; and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, on July 6, 2023, after due notice thereof, the Village Council held a public hearing to consider the Proposed Text Amendments; and

WHEREAS, pursuant to its home rule powers and all other applicable law and authorities, the Village Council finds and determines that it is in the best interests of the Village and its residents to adopt the Proposed Text Amendments, as set forth in this Ordinance;

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

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

SECTION 2. AMENDMENT TO CHAPTER 17.56 OF THE ZONING ORDINANCE. Chapter 17.56, titled "Special Uses," of the Village Zoning Ordinance is amended to add a new Section 17.56.130, titled "Amendments to Special Use Permits," which new Section 17.56.130 will read as follows:

"Section 17.56.130 Amendments to Special Use Permits.

A. Definitions. For purposes of this Section, the following terms are defined as follows:

"Minor Change" means any change in the uses, site plan, design details, or operations of an approved special use which is (i) consistent with the

standards and conditions applicable to the special use, (ii) does not alter the concept or intent of the special use, and (iii) does not materially:

1. increase the special use's density;
2. increase the special use's operational intensity;
3. change programming in a way that alters the fundamental character of the existing special use;
4. change the use or add new uses;
5. increase the extent of the measurement of any applicable bulk regulation;
6. reduce open space;
7. expand, relocate, or add new parking areas;
8. relocate pedestrian walkways or access points;
9. alter alignment of roads, utilities, or drainage; or
10. change or conflict with any standard or condition imposed by the Village Council in approving the special use.

“Major Change” means any change in the uses, site plan, design details, or operations of an approved special use which is not a Minor Change.

B. Procedures for Granting Amendments to Special Use Permits.

1. Major Change. An applicant seeking a Major Change to an approved special use must seek an amendment to the special use by submitting the same application materials as required to initially obtain a special use, as established in Section 17.56.030 of this Code, and by following the same procedures required to obtain the initial special use set forth in Sections 17.56.040 through 17.56.070 of this Code. A Major Change to a special use must meet the standards in Section 17.56.120 of this Code and be approved by the Village Council by Ordinance. A Major Change to a special use for a planned development is also subject to the application requirements and procedures set forth in Sections 17.58.070, 17.58.090, and 17.58.130 of this Code.
2. Minor Change. An applicant seeking a Minor Change to an approved special use must apply to the Director of Community Development by providing any items set forth in Section 17.56.030 of this Code deemed necessary by the Director. A Minor Change in a special use may be approved by the Village Manager, following receipt of a report and recommendation from the Director of Community Development. A Minor Change does not require separate approval by the Village Council, provided that the Minor Change meets the standards in Section 17.56.120 of this Code. A Minor Change to a special use for a planned development is also subject to the application

requirements and procedures set forth in Sections 17.58.070, 17.58.090, and 17.58.130 of this Code.”

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

PASSED this 18 day of July, 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: _____, 2023

Passed and Approved: _____, 2023



Agenda Item Executive Summary

TITLE: Ordinance No. M-11-2023: Approving Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (1415 and 1423 Asbury Avenue) (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: July 18, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

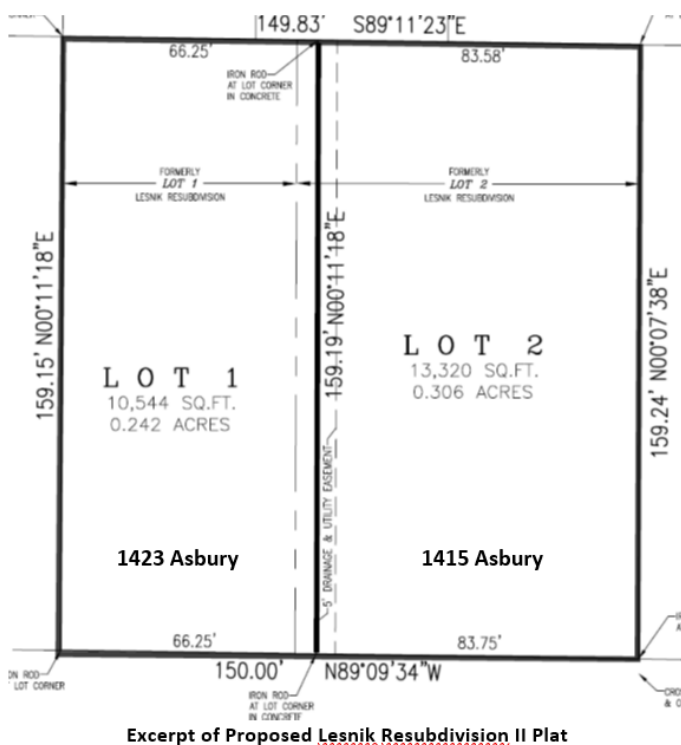
INTRODUCTION

On July 18, 2023, the Village Council is scheduled to consider Ordinance No. M-11-2023, an ordinance approving a final plat of subdivision and granting zoning variations, in response to an application submitted by Judy Lesnik (the Applicant), as the owner of the properties located at 1415 Asbury Avenue and 1423 Asbury Avenue (collectively, the "Subject Property"). (**Attachment 1**) The Applicant has filed an application seeking:

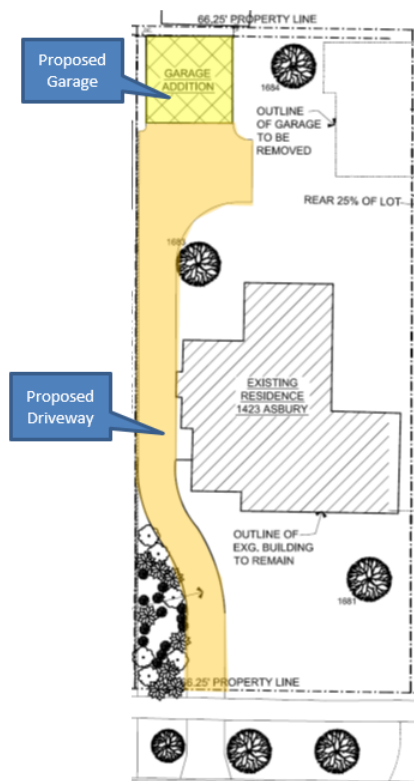
1. **Final Plat** approval to relocate the lot line dividing the two properties, including a finding of "No Material Increased Adverse Impact" for the existing improvements at 1415 Asbury Avenue (Proposed Lot 2), which (a) exceed the maximum permitted building size (GFA); (b) exceed the maximum permitted front yard lot coverage; (c) observe less than the minimum required front yard setback; and (d) does not provide the required building line articulation on the east side building walls; and
2. Approval of the following **zoning variations**:
 1. **Gross Floor Area (GFA)** of 7,139.32 square feet at 1415 Asbury Avenue (Proposed Lot 2), whereas a maximum of 4,300.51 square feet is permitted, a variation of 2,838.81 square feet (66.01%) [Section 17.30.040 – Maximum Building Size] [Note: The existing residence is currently nonconforming with respect to the GFA];
 2. **Side Yard Setback** of 2.59 feet from the new east property line to the existing residence at 1423 Asbury Avenue (Proposed Lot 1), whereas a minimum of 6.62 feet is required, a variation of 4.03 feet (60.88%) [Section 17.30.060 – Side Yard Setback]; and
 3. **Total Side Yard Setback** of 13.48 feet for the existing residence at 1423 Asbury Avenue (Proposed Lot 1), whereas a minimum of 16.56 feet is required, a variation of 3.08 feet (18.6%) [Section 17.30.060 – Side Yard Setback].

In 2020, the Applicant submitted applications for subdivision and zoning relief to allow the relocation of the lot line dividing the two properties and construction of a detached garage on the 1415 Asbury Avenue parcel. After review and recommendations of approval from the ZBA and the Plan Commission, the Village Council approved the proposed project. The Applicant's plans in 2020 included the demolition of the existing residence at 1423 Asbury Avenue. Now the Applicant's plans include maintaining the existing residences on both lots. The Applicant is now before the Village requesting approval of the resubdivision of the two lots and the zoning relief associated with the proposed lots as well as the construction of a detached garage at 1415 Asbury Avenue (Proposed Lot 2).

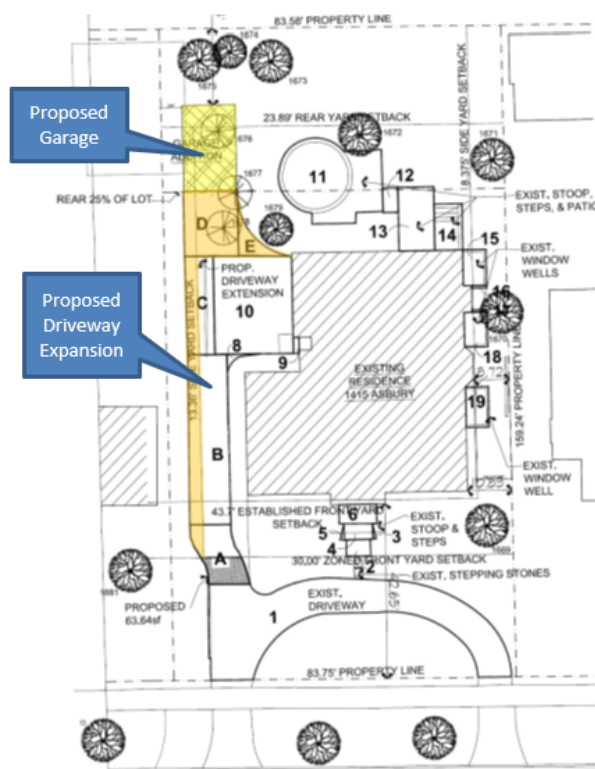
The proposed subdivision would relocate the lot line dividing the two lots 8.75 feet to the west. The 1415 Asbury Avenue lot would increase in area and width, whereas the 1423 Asbury Avenue lot would decrease in area and width. Hence, the need for the side yard setback and total side setback variations listed above for 1423 Asbury Avenue.



In addition to the proposed detached garage on the 1415 Asbury Avenue lot (Proposed Lot 2) which requires the GFA variation noted above, the Applicant's overall plan for the Subject Property also includes replacement of the existing detached garage on the 1423 Asbury Avenue lot (Proposed Lot 1) with a new, smaller detached garage and a new driveway on the west side of the lot. These proposed improvements comply with the zoning requirements and do not require zoning relief.



Excerpt of 1423 Asbury Avenue Proposed Site Plan (Lot 1)



Excerpt of 1415 Asbury Proposed Site Plan (Lot 2)

Compliance with Zoning Standards - Newly created zoning nonconformity (zoning variations required) The proposed subdivision fully complies with the minimum lot area, lot width and lot depth requirements. However, the proposed subdivision does create two zoning nonconformities on the 1423 Asbury Avenue parcel (Proposed Lot 1) due to the decrease in average lot width to 66.23 feet, resulting in a minimum required side yard setback of 6.62 feet and a total side yard setback requirement of 16.56 feet. As a result, the proposed smaller lot renders the existing 1423 Asbury Avenue residence (which would be setback 2.59 feet from the new east property line and 10.89 feet from the west property line) nonconforming with the new minimum side yard and total side yard requirements. The existing improvements providing a minimum side yard of 2.59 feet, are deficient with the new requirement by 4.03 feet or 60.88%. Additionally, the existing improvements providing a total side yard setback of 13.48 feet are deficient with the new requirement by 3.08 feet or 18.6%.

Expansion of existing zoning nonconformity (zoning variation required) – The existing 1415 Asbury Avenue lot currently consists of approximately 6,980 square feet of GFA, exceeding the maximum permitted GFA of the existing lot area by approximately 3,106 square feet (76.08%). When the residence was built in 1999 it fully complied with the zoning regulations. However, due to a subsequent amendment to the Zoning Ordinance, the entire basement area, which was not previously included in the GFA, is now included, resulting in a nonconforming GFA. The proposed detached garage would measure 13 feet by 21 feet and be located in the rear quarter of the lot. Due to the GFA allowance that would apply to the proposed detached garage, an increase in the attic GFA allowance as a result of the increase in lot area, and the attached garage allowance that would no longer apply, the net increase in GFA is 158 square feet; bringing the total GFA to 7,139.32 square feet, whereas a maximum of 4,300.51 square feet is permitted on the proposed lot, a variation of 2,838.81 square feet (66.01%).

Compliance with Subdivision Code Standards – The proposed subdivision complies with the vast majority of the minimum subdivision standards; however, there are four existing nonconformities that will remain on the new 1415 Asbury Avenue lot: (1) gross floor area; (2) front yard setback; (3) front

yard lot coverage; and (4) building line articulation. In instances of such nonconformities, the Plan Commission, and ultimately the Village Council, considers the existence of such nonconformities, and *“shall determine whether such nonconformity, in the context of the proposed subdivision, would result in a material increased adverse impact upon the public health, safety or welfare.”*

ADVISORY BOARD/COMMISSION REVIEW

The Plan Commission (PC) considered the request on March 22, 2023. **Attachment 3** includes the PC meeting minutes. After hearing from the Applicant’s representatives and receiving one written comment from an immediate neighbor, the PC discussed the request and the impact the new driveway would have on the neighbor to the west of 1423 Asbury Avenue. The proposed driveway was originally designed to be immediately adjacent to the neighbor’s driveway, giving the appearance that the two lots would have a shared driveway when that was not the intent. At the March PC meeting the Applicant noted that they were working on redesigning the proposed driveway at 1423 Asbury Avenue and addressing the concerns expressed by the neighbor. Ultimately, by a vote of 4-0, the PC recommended approval of the request. Subsequent to the PC meeting, the Applicant submitted a revised site plan to reflect a redesign of the proposed driveway on the 1423 Asbury Avenue lot.

The Zoning Board of Appeals (ZBA) was originally scheduled to consider the requested zoning relief at the April 10, 2023, ZBA meeting. However, after hearing the comments and concerns expressed by the PC during its consideration of the request on March 22, 2023, the Applicant needed additional time to revise the plans to reflect the redesign of the proposed driveway on the 1423 Asbury Avenue lot. A revised plan was subsequently received and considered by the ZBA at its meeting on June 12, 2023. **Attachment 2** includes the staff report to the ZBA and the meeting minutes, which summarize the request (a similar report was provided to the PC). At the meeting, the Board heard from the Applicant’s representative and received one additional written public correspondence from the adjacent property owner to the west of the Subject Property shortly before the meeting. The ZBA then discussed the application and, by a vote of 5-0, recommended approval of the request. Given the comments received from the neighbor were related to stormwater, former Assistant Village Engineer Emily Grimm reviewed the comments and provided responses, which were shared with the neighbor. Village staff has not heard from the neighbor since the response was provided. The correspondence and engineering’s response are provided in **Attachment 4**.

RECOMMENDATION:

Given the Plan Commission and ZBA both unanimously recommended approval of the request, the Council may wish to (a) consider waiving introduction of Ordinance No. M-11-2023 and consider adoption of the Ordinance, OR (b) consider only Introduction of Ordinance No. M-11-2023.

ATTACHMENTS:

1. Ordinance No. M-11-2023: Approving Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (1415 and 1423 Asbury Avenue)
2. June 7, 2023, ZBA Staff Report and Attachments, and June 12, 2023, ZBA Meeting Minutes
3. March 22, 2023, PC Meeting Minutes
4. Additional Public Correspondence and Engineering Response

**AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND
GRANTING VARIATIONS FROM THE WINNETKA ZONING ORDINANCE
(1415 and 1423 Asbury Avenue)**

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

WHEREAS, Judy Lesnik ("***Applicant***"), is the record title owner of the adjoining parcels of real property commonly known as 1423 Asbury Avenue ("***1423 Asbury Property***"), and 1415 Asbury Avenue ("***1415 Asbury Property***"), each legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (the 1423 Asbury Property and 1415 Asbury Property are, collectively, the "***Subject Property***"); and

WHEREAS, the Subject Property is located within the R-5 Single Family Residential District of the Village ("***R-5 District***"); and

WHEREAS, the Applicant desires to move the lot line between the 1423 Asbury Property and 1415 Asbury Property, thereby creating two new lots of record ("***Proposed Subdivision***"); and

WHEREAS, the Applicant desires to remove the existing detached garage on the 1423 Asbury Property and replace it with a new detached garage; and

WHEREAS, the Applicant desires to construct a new detached garage on the 1415 Asbury Property; and

WHEREAS, the 1415 Asbury Property is currently a legal nonconforming lot because it exceeds the maximum building size permitted by Section 17.30.040 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 17.30.060 of the Zoning Ordinance, the 1423 Asbury Property must have side yard setbacks of no less than 6.62 feet, and a total side yard setback of no less than 16.56 feet; and

WHEREAS, pursuant to Section 17.30.040 of the Zoning Ordinance, the 1415 Asbury Property is permitted a maximum building size of 4,300.51 square feet; and

WHEREAS, following the Proposed Subdivision, the 1423 Asbury Property will have: (i) a side yard setback along the east side of the 1423 Asbury Property of 2.59 feet; and (ii) a total side yard setback of 13.48 feet; and

WHEREAS, following the Proposed Subdivision, the 1415 Asbury Property, with the proposed garage and the existing residence on the 1415 Asbury Property, the total building size would be 7,139.32 square feet; and

WHEREAS, the Applicant filed an application with the Village for: (i) approval of a final plat of subdivision for the Proposed Subdivision ("**Final Plat**"); (ii) a zoning variation from Section 17.30.060 of the Zoning Ordinance for the 1423 Asbury Property to allow for a side yard setback along the east side of the 1423 Asbury Property of 2.59 feet ("**Side Setback Variation**"); (iii) a zoning variation from Section 17.30.060 of the Zoning Ordinance for the 1423 Asbury Property to allow for a the total side yard setback to be 13.48 feet ("**Total Side Setback Variation**"); and (iv) a zoning variation from Section 17.30.040 of the Zoning Ordinance for the 1415 Asbury Property to have a total building size of 7,139.32 square feet ("**Building Size Variation**") (the Side Setback Variation, Total Side Setback Variation, and Building Size Variation are, collectively, the "**Variations**") (the Final Plat and Variations are, collectively, the "**Requested Relief**"); and

WHEREAS, on March 22, 2023, after due notice thereof, the Winnetka Plan Commission held a public hearing on the Final Plat; and

WHEREAS, pursuant to Section 16.12.010.D.4 of the Winnetka Village Code, as amended, the Plan Commission determined that the existing legal nonconformities at it relates to the 1415 Asbury Property, in the context of the proposed Final Plat, would not result in a material increased adverse impact upon the public health, safety, or welfare; and

WHEREAS, on March 22, 2023, the Plan Commission, by a vote of four members in favor and none opposed, recommended that the Council of the Village of Winnetka ("**Village Council**") approve the Final Plat; and

WHEREAS, on June 12, 2023, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Variations and, by a vote of five members in favor and none opposed, recommended that the Village Council approve the Variations; and

WHEREAS, while the 1415 Asbury Property will remain nonconforming to the Zoning Ordinance, pursuant to Section 16.12.010(D) of the "Winnetka Village Code of 1999," as amended ("**Village Code**"), such nonconformities, in the context of the Requested Relief, will not result in a material increased adverse impact upon the public health, safety or welfare; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve the Requested Relief, subject to and in strict accordance with the terms and conditions of this Ordinance;

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Subject to and contingent upon the conditions set forth in Section 4 of this Ordinance, and pursuant to Sections 16.04.030 and 16.08.010 of the Subdivision Ordinance and the Village's home rule authority, the Village Council hereby approves the Final Plat, prepared by Doland Engineering, LLC, and consisting of one sheet,

with a latest revision date of February 24, 2023, attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

SECTION 3: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variations from Section 17.30.040 and 17.30.060 are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. **Compliance with Subdivision Ordinance.** The approvals granted in Section 2 and 3 of this Ordinance are subject to and conditioned upon compliance with, and the inclusion of all of the information on the Final Plat required by Chapter 16.08 of the Subdivision Ordinance.
- B. **Compliance with Plans.** Except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority), the development, use, and maintenance of the Proposed Garages on both the 1415 Asbury Property and the 1423 Asbury Property must be in strict accordance with the following plans copies of which are attached to, and by this reference, made part of this Ordinance as **Group Exhibit C (“Plans”)**:
 - 1. Existing Topography, Tree Preservation, Erosion Control, Demolition Notes & Proposed Grading & Site Restoration Plan, prepared by Bono Consulting Civil Engineers, consisting of one sheet, with a latest revision date of May 23, 2023;
 - 2. Proposed Grading & Utility Plan, prepared by Bono Consulting Civil Engineers, consisting of one sheet, with a latest revision date of May 23, 2023;
 - 3. Standard Details prepared by Bono Consulting Civil Engineers, consisting of one sheet, with a latest revision date of May 23, 2023;
 - 4. Proposed Site Plan for the 1423 Asbury Property, prepared FWC Architects, Inc., consisting of one sheet, with a latest revision date of May 9, 2023;
 - 5. Elevations and Floorplan for the 1423 Asbury Property, prepared FWC Architects, Inc., consisting of two sheets, with a latest revision date of February 23, 2023;
 - 6. Proposed Site Plan for the 1415 Asbury Property, prepared FWC Architects, Inc., consisting of one sheet, with a latest revision date of February 24, 2023; and

7. Elevations and Floorplan for the 1415 Asbury Property, prepared FWC Architects, Inc., consisting of two sheets, with a latest revision date of February 8, 2023.
- C. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Subdivision and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, Ordinances, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 5: EXECUTION OF FINAL PLAT. The Village Council hereby authorizes and directs the Village President and the Village Clerk, upon satisfaction of the conditions set forth in Section 4 of this Ordinance, to execute and attest, on behalf of the Village, the Final Plat.

SECTION 6: RECORDATION OF FINAL PLAT. Upon execution of the Final Plat by the Village President and the Village Clerk, as provided in Section 5 of this Ordinance, the Village Clerk is hereby directed to cause the Final Plat to be recorded in the office of the Cook County Recorder of Deeds.

SECTION 7: RECORDATION OF ORDINANCE; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of their heirs, representatives, successors, and assigns.

SECTION 8: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 and 3 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are

hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 9: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 10: 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 11: EFFECTIVE DATE.

A. This Ordinance will be in full force and effect after the later of: (i) its passage and approval as provided by law; and (ii) the demolition of the existing garage currently located on the 1423 Asbury Property.

B. The Approvals set forth in Sections 2 and 3 of this Ordinance will be effective only upon: (i) the filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit D** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance; and (ii) the approval and recording of the Final Plat.

C. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 11.B of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare the Approvals granted in this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 18 day of July, 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: 18th day of July, 2023

Passed and Approved: _____, 2023

July 18, 2023

6

M-11-2023

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 1:

LOT 20 AND THE WEST 1/2 OF LOT 21 IN BLOCK 22 IN CHICAGO NORTH SHORE LAND CO.'S SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

P.I.N. 05-18-217-019-000

Commonly known as 1423 Asbury Avenue, Winnetka, Illinois.

LOT 2:

THE EAST 1/2 OF LOT 21 AND ALL OF LOT 22 IN BLOCK 22 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 05-18-217-020-0000

Commonly known as 1415 Asbury Avenue, Winnetka, Illinois.

EXHIBIT B

FINAL PLAT

(SEE ATTACHED EXHIBIT B)

LESNIK RESUBDIVISION

11

A RESUBDIVISION OF LOTS 1 AND 2 IN LESNIK RESUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SURVEYOR

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, JASON R. DOLAND, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 AND 2 IN LESNIK RESUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY IS LOCATED IN WINNETKA, COOK COUNTY, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN, AND WHICH IS EXCERSIZING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

I FURTHER CERTIFY, BASED UPON THE FLOOD INSURANCE RATE MAP No. 17031C0232J, WITH EFFECTIVE DATE OF 08/79/08 THAT SAID PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

I HEREBY PERMIT A REPRESENTATIVE OF THE VILLAGE OF WINNETKA, IL TO RECORD THIS DOCUMENT.

DATED AT PALATINE, ILLINOIS THIS ____ DAY OF _____, 20 ____

REGISTERED ILLINOIS LAND SURVEYOR

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

WE, _____ AND _____, HEREBY CERTIFIES THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON, AND HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN FOR THE USES AND PURPOSES THEREIN SET FORTH

THIS ____ DAY OF _____, 20 ____

OWNER'S SIGNATURE	ADDRESS:
OWNER'S SIGNATURE	ADDRESS:

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, _____, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT _____ AND _____ OWNERS OF THE PROPERTY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS HIS FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 20 ____

NOTARY PUBLIC

VILLAGE OF BOARD OF TRUSTEES

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

THIS ____ DAY OF _____, 20 ____

VILLAGE PRESIDENT, WINNETKA, IL	VILLAGE CLERK
---------------------------------	---------------

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE VILLAGE OF WINNETKA PLAN COMMISSION.

AT A MEETING HELD THE ____ DAY OF _____, 20 ____

CHAIR	SECRETARY
-------	-----------

SUBMITTED BY AND RETURN PLAT TO:

VILLAGE OF WINNETKA
DEPARTMENT OF COMMUNITY DEVELOPMENT
570 GREEN BAY ROAD
WINNETKA, ILLINOIS 60093

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

_____, VILLAGE COLLECTOR OF THE VILLAGE OF WINNETKA, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREON THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT OF CONSOLIDATION

THIS ____ DAY OF _____, 20 ____

VILLAGE COLLECTOR

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED THIS ____ DAY OF _____, 20 ____ BY THE VILLAGE OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

VILLAGE ENGINEER

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED THIS ____ DAY OF _____, 20 ____ BY THE DIRECTOR OF THE WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS

WATER AND ELECTRIC DIRECTOR

EASEMENT PROVISIONS

A PERMANENT, NON-EXCLUSIVE EASEMENT FOR LOTS 1 AND 2 WITH DRAINAGE IS HEREBY RESERVED FOR AND PROVIDED ON THE WESTERLY 5-FEET OF LOT 2 AS SHOWN HEREON, THIS EASEMENT ON LOT 1 IS FOR THE BENEFIT OF BOTH LOT 1 AND 2. THE MAINTENANCE OF THIS DRAINAGE EASEMENT IS THE RESPONSIBILITY OF LOT 2. NO ALTERATIONS THAT WOULD OBSTRUCT OR INTERFERE WITH THE DRAINAGE ARE ALLOWED WITHIN LOT 1 SAID EASEMENT. IF THE OWNER OF LOT 2 FAILS TO MAINTAIN THE DRAINAGE, THEN THE VILLAGE SHALL HAVE THE RIGHT, BUT OBLIGATION, TO PERFORM ANY NECESSARY WORK OR REPAIRS TO RESTORE THE DRAINAGE FUNCTION WITHIN THE EASEMENT.

A PERMANENT, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS AND TO THEIR SUCCESSORS AND ASSIGNS, IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "DRAINAGE & UTILITY EASEMENT" ON THE ATTACHED PLAT OF SUBDIVISION FOR THE PURPOSES OF INSTALLING, CONSTRUCTING, INSPECTION, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING S/ALES, DITCHES, STORM SEWERS, AND ANY AND ALL MANHOLES, PIPES, CONNECTIONS, CATCH BASINS, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATION AS MAY BE REQUIRED FOR DRAINAGE, AND STORM WATER STORAGE IN THE ATTACHED PLAT FOR THE NECESSARY PERSONAL AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK, THE RIGHT IS ALSO HEREBY GRANTED TO THE VILLAGE TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SUCH FACILITIES, IN, ON, UPON, OR, ACROSS, UNDER OR THROUGH SAID EASEMENTS, NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED IN SAID EASEMENTS, BUT SOME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS, PROVIDED, HOWEVER, THAT SUCH USE OF SAID EASEMENTS SHALL NOT CONFLICT OR INTERFERE WITH THE DRAINAGE IMPROVEMENTS AND ANY CONFLICTS IN USE SHALL BE SUBJECT TO THE APPROVAL OF THE VILLAGE.

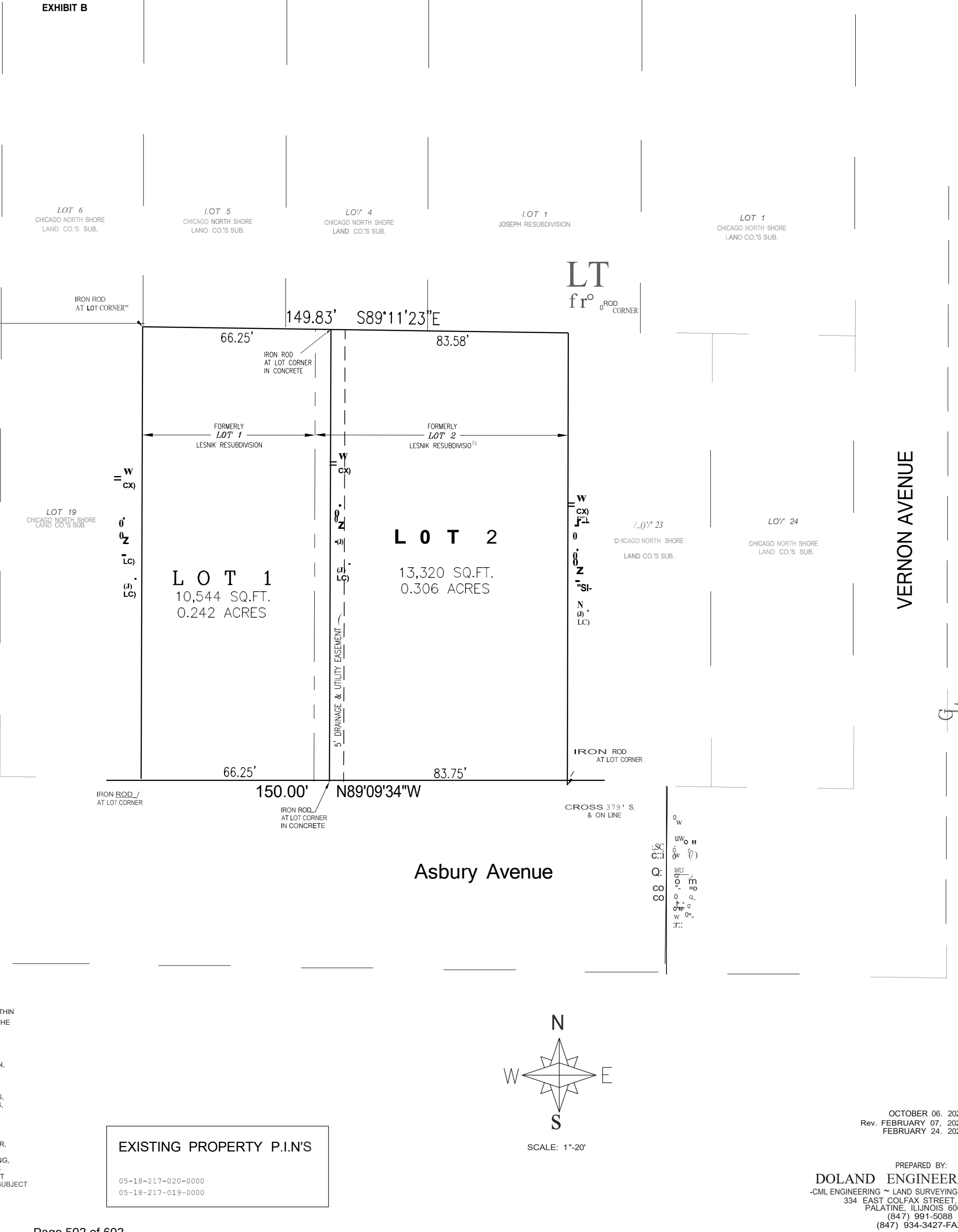


EXHIBIT C

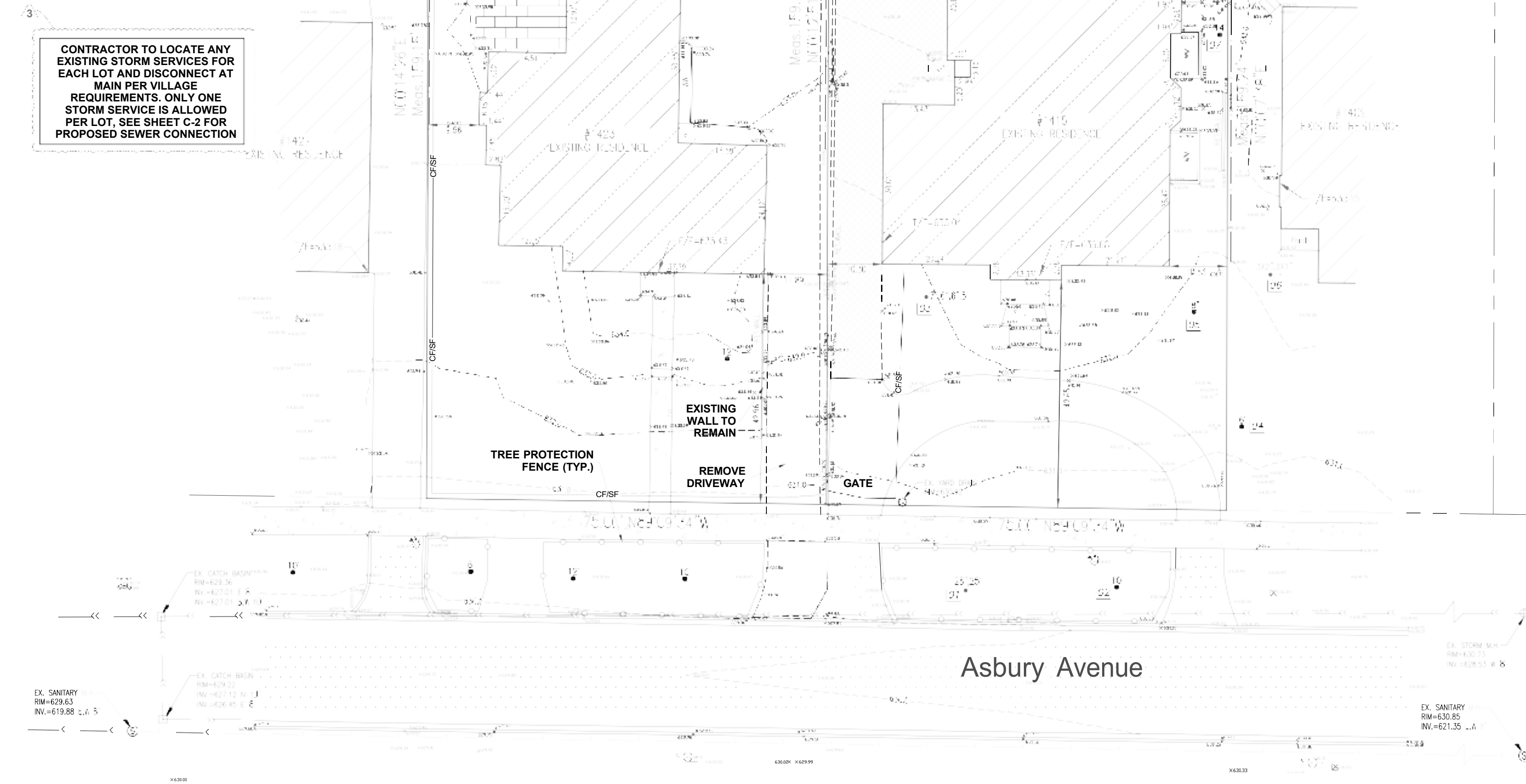
PLANS

(SEE ATTACHED EXHIBIT C)

{00133479.1}

Tree Inventory/Action Plan									
ID	Common Name	Scientific Name	Size	Health	Notes	Tree ID	Tree ID	Tree ID	Tree ID
1	DOGWOOD	DOGM	20"	1	3-5' DBH	1	1	1	1
2	DOGWOOD	DOGM	20"	1	3-5' DBH	2	2	2	2
3	DOGWOOD	DOGM	20"	1	3-5' DBH	3	3	3	3
4	DOGWOOD	DOGM	20"	1	3-5' DBH	4	4	4	4
5	DOGWOOD	DOGM	20"	1	3-5' DBH	5	5	5	5
6	DOGWOOD	DOGM	20"	1	3-5' DBH	6	6	6	6
7	DOGWOOD	DOGM	20"	1	3-5' DBH	7	7	7	7
8	DOGWOOD	DOGM	20"	1	3-5' DBH	8	8	8	8
9	DOGWOOD	DOGM	20"	1	3-5' DBH	9	9	9	9
10	DOGWOOD	DOGM	20"	1	3-5' DBH	10	10	10	10

1	DOGWOOD	DOGM	20"	1	3-5' DBH	1	1	1	1
2	DOGWOOD	DOGM	20"	1	3-5' DBH	2	2	2	2
3	DOGWOOD	DOGM	20"	1	3-5' DBH	3	3	3	3
4	DOGWOOD	DOGM	20"	1	3-5' DBH	4	4	4	4
5	DOGWOOD	DOGM	20"	1	3-5' DBH	5	5	5	5
6	DOGWOOD	DOGM	20"	1	3-5' DBH	6	6	6	6
7	DOGWOOD	DOGM	20"	1	3-5' DBH	7	7	7	7
8	DOGWOOD	DOGM	20"	1	3-5' DBH	8	8	8	8
9	DOGWOOD	DOGM	20"	1	3-5' DBH	9	9	9	9
10	DOGWOOD	DOGM	20"	1	3-5' DBH	10	10	10	10



- DEMOLITION/SITE PREPARATION NOTES:**
1. INSTALL TEMPORARY SILT FENCING AROUND ENTIRE PERIMETER OF CONSTRUCTION WORK. FENCING SHALL BE INSTALLED AT THE START OF EXCAVATION OR DEMOLITION AND BE MAINTAINED AND SHALL BE REMOVED WHEN THE STRUCTURE IS COMPLETED AND SECURED.
 2. INSTALL TEMPORARY 6" HIGH CHAIN LINK FENCE AROUND THE PROPOSED WORK AREA AS SHOWN ON THE DRAWING SITE IN ACCORDANCE WITH VILLAGE ORDINANCE.
 3. PROTECT EXISTING TREES >6" IN ACCORDANCE WITH VILLAGE ORDINANCE PRIOR TO THE START OF CONSTRUCTION.
 4. CALL JULIE 1-800-892-0123 48 HOURS BEFORE STARTING ANY EXCAVATION WORK.
 5. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION OF ALL UTILITY SERVICES AND MAINS PRIOR TO CONSTRUCTION.
 6. EXISTING WATER AND SANITARY SERVICES TO REMAIN. CONTRACTOR TO VERIFY LOCATIONS IN FIELD.
 7. EXISTING DRIVEWAYS, PATIO, & WALLS ARE TO BE DEMOLISHED AS INDICATED ON PLANS. MATERIALS SHALL BE DISPOSED IN ACCORDANCE WITH APPLICABLE LOCAL ORDINANCES.
 8. PORTABLE TOILET SHALL NOT BE PLACED CLOSER THEN 5' TO ANY PROPERTY LINE.
 9. CONSTRUCTION STOCKPILE SHALL NOT BE PLACED CLOSER THAN 5' TO ANY PROPERTY LINE AND SHALL NOT EXCEED 8' IN HEIGHT.
 10. A DUMPSTER OF ADEQUATE SIZE FOR THE CONTAINMENT AND DISPOSAL OF ALL JOB SITE REFUSE IS REQUIRED TO BE ON SITE FOR THE DURATION OF THE CONSTRUCTION.
 11. EXISTING TOPOGRAPHY IS SURVEYED BY DOLAND ENGINEERING.

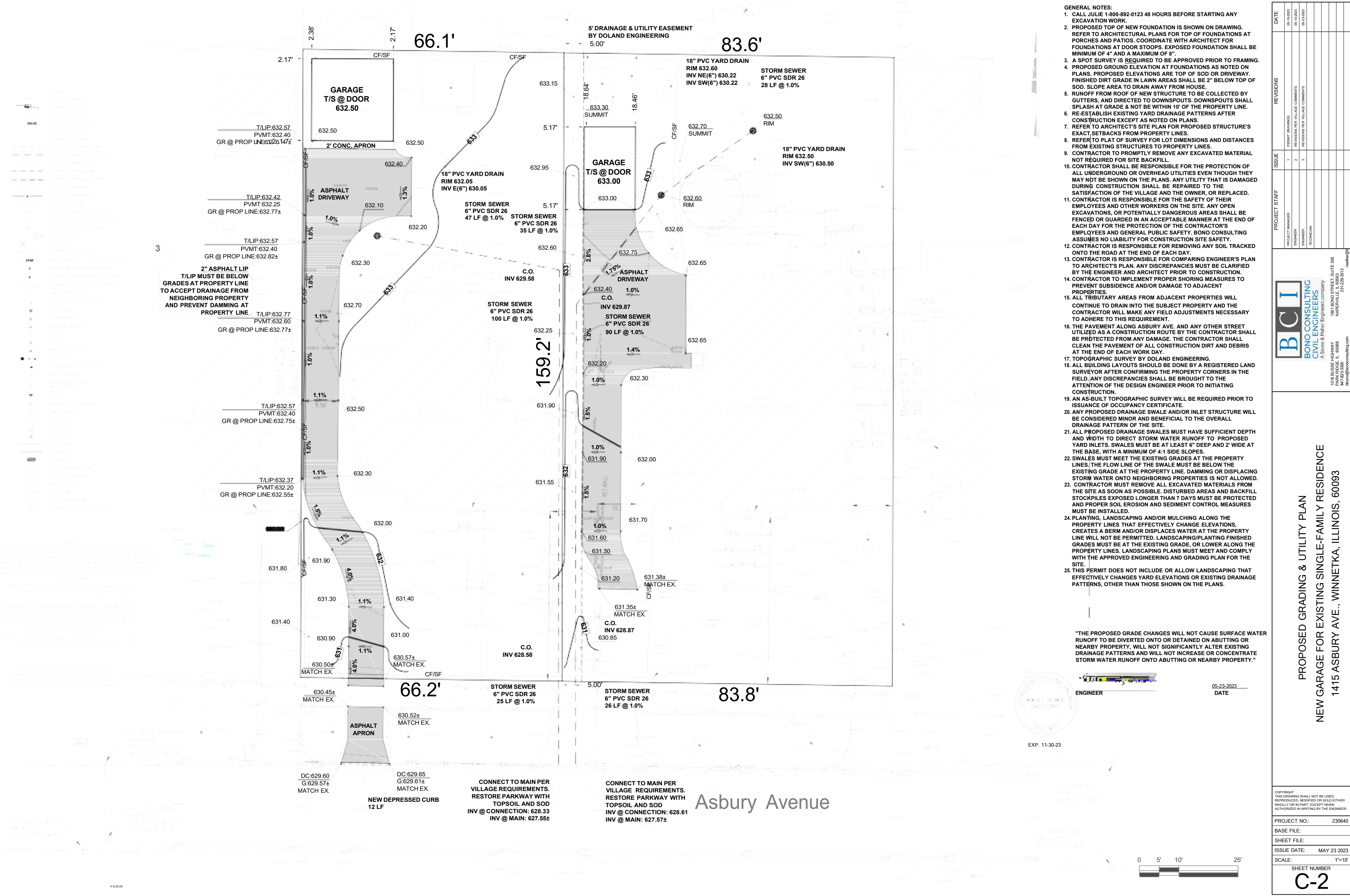
DATE	REVISIONS	ISSUE	PROJECT STAFF
05-20-2023	1. PERMIT DRAWINGS	1	PROJECT MANAGER
05-20-2023	2. REVISIONS PER VILLAGE COMMENTS	2	ENGINEER
05-20-2023	3. REVISIONS PER VILLAGE COMMENTS	3	TECHNICAL

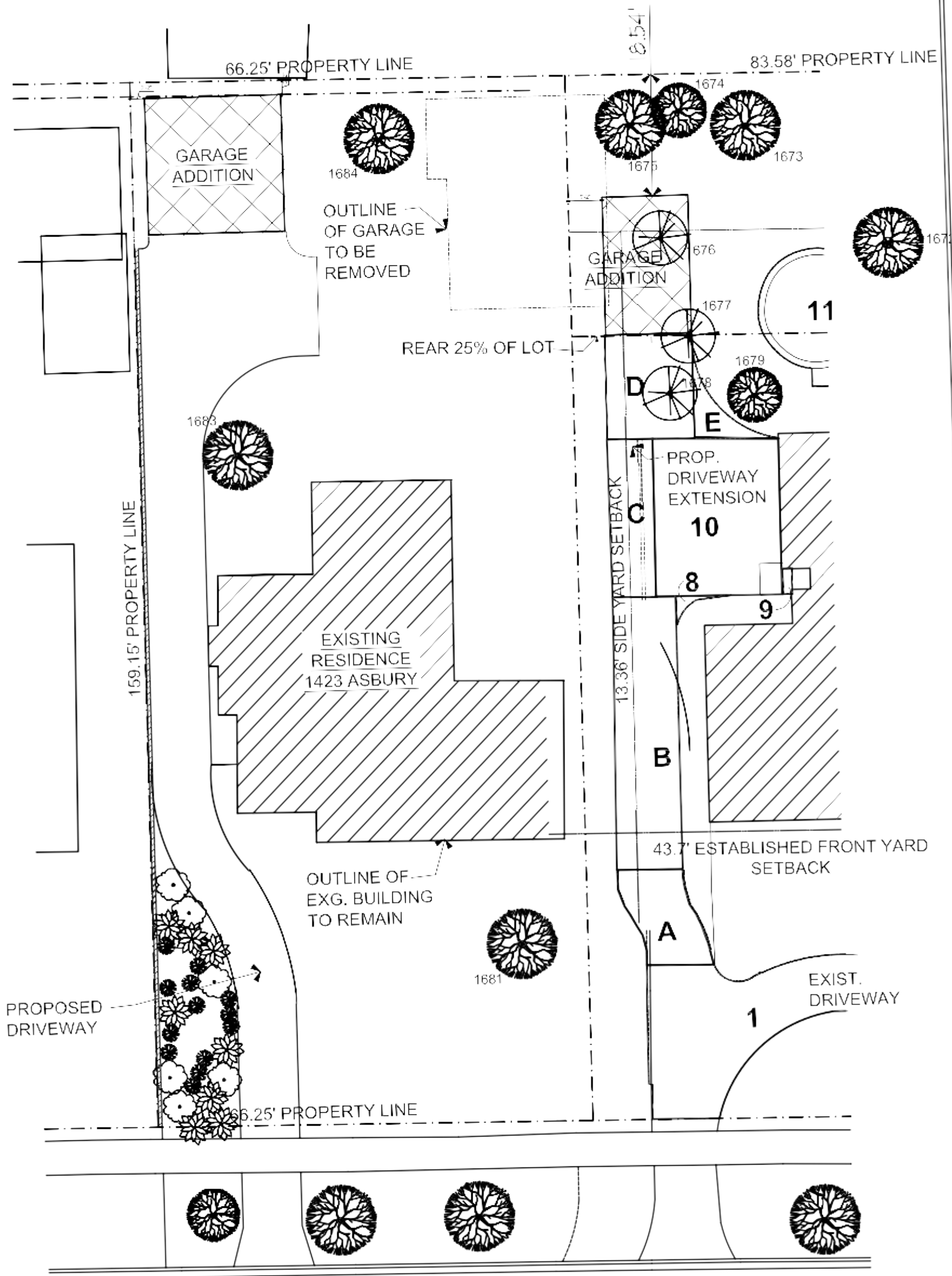
BCI
BONO CONSULTING
CIVIL ENGINEERS
A Severe & Maher Engineers company
1601 BOND STREET, SUITE 305
NAPERVILLE, IL 60563
312.225.5173
bono@bonoconsulting.com

EXISTING TOPOGRAPHY, TREE PRESERVATION, EROSION CONTROL,
DEMOLITION NOTES & PROPOSED GRADING & SITE RESTORATION PLAN
NEW GARAGE FOR EXISTING SINGLE-FAMILY RESIDENCE
1415 ASBURY AVE., WINNETKA, ILLINOIS, 60093



PROJECT NO.:	230640
BASE FILE:	
SHEET FILE:	
ISSUE DATE:	MAY 23 2023
SCALE:	1"=10'
SHEET NUMBER	C-1



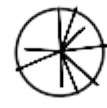


PROPOSED SITE PLAN

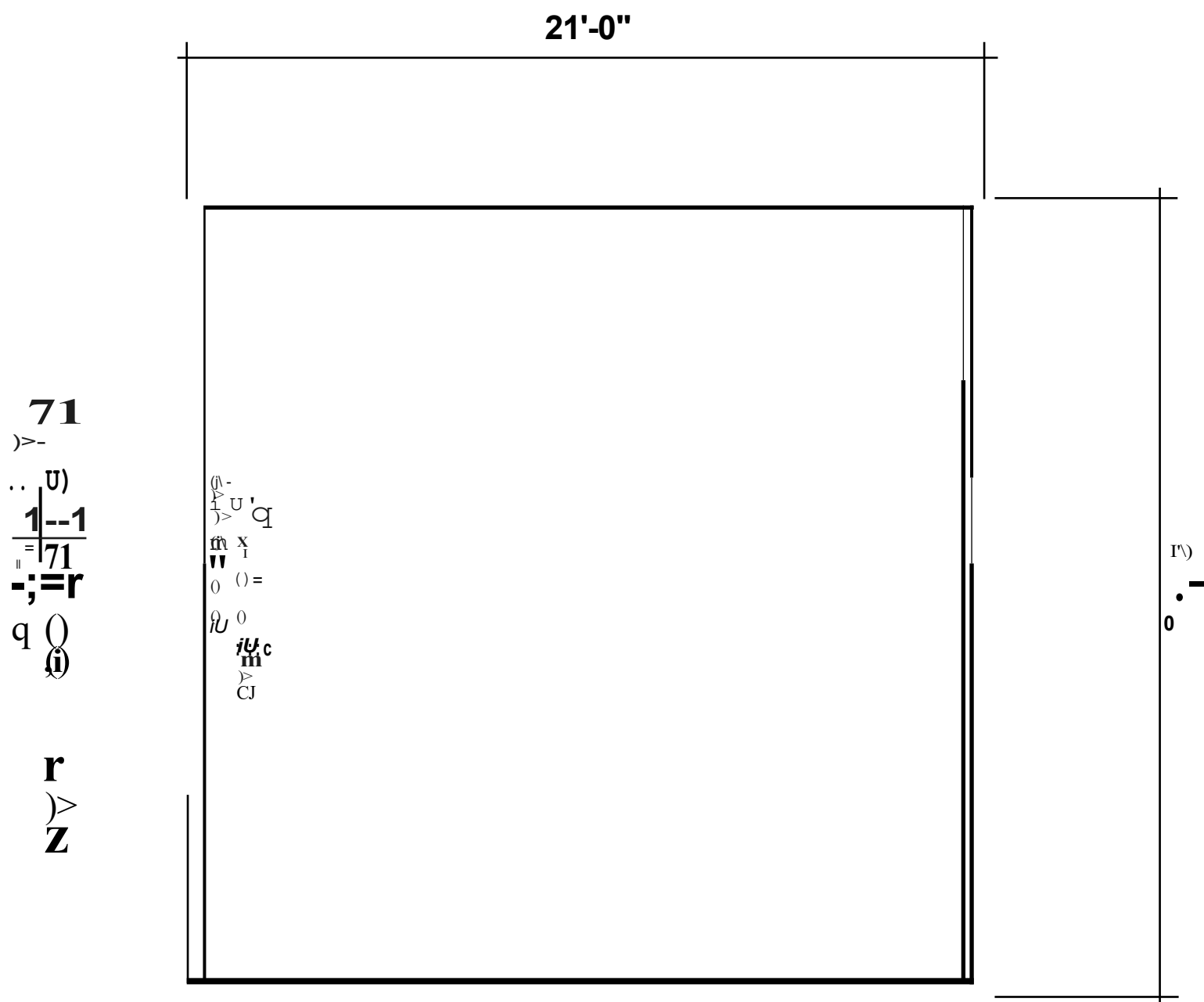
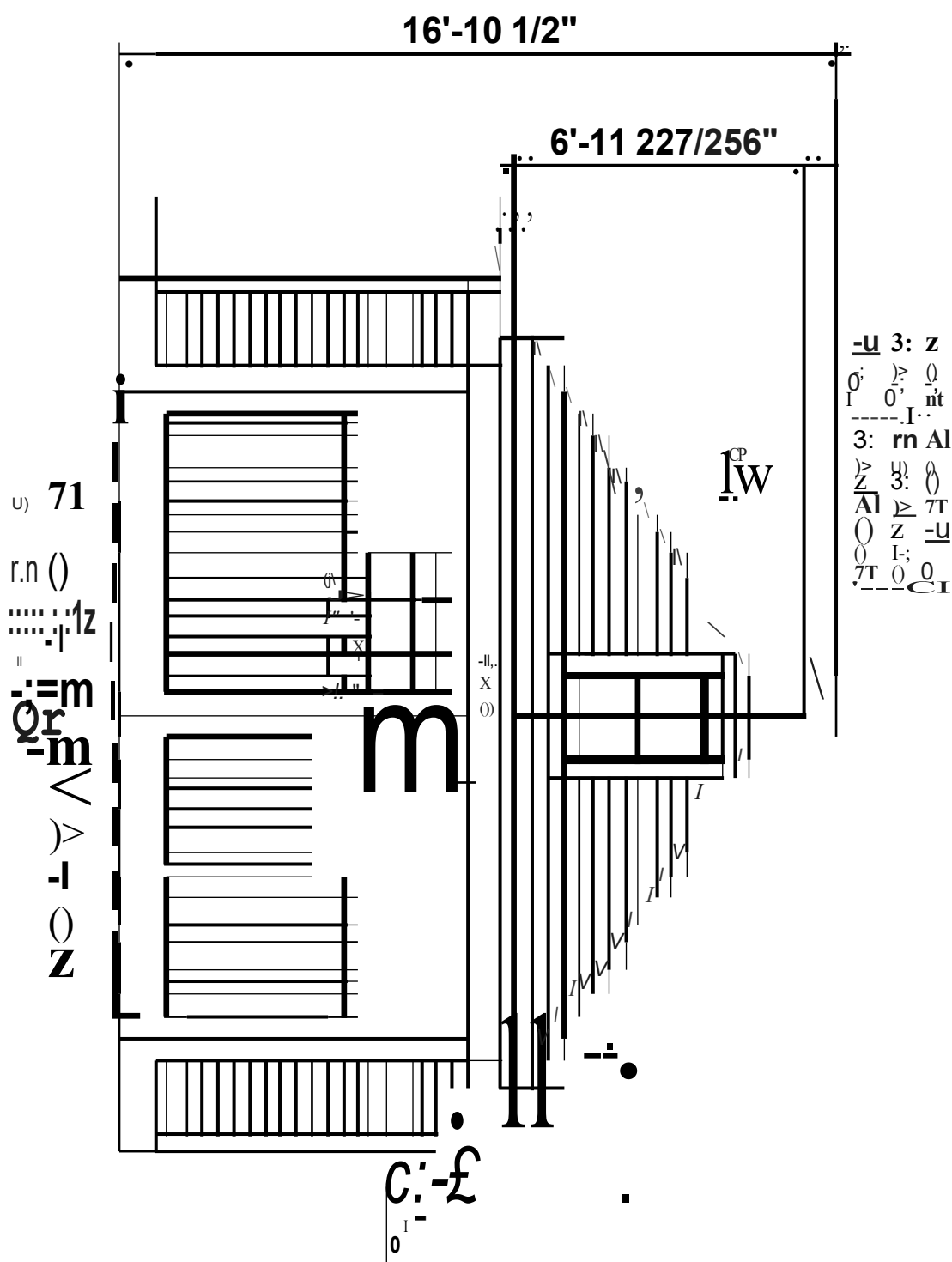
SCALE: 1" = 15'-0"

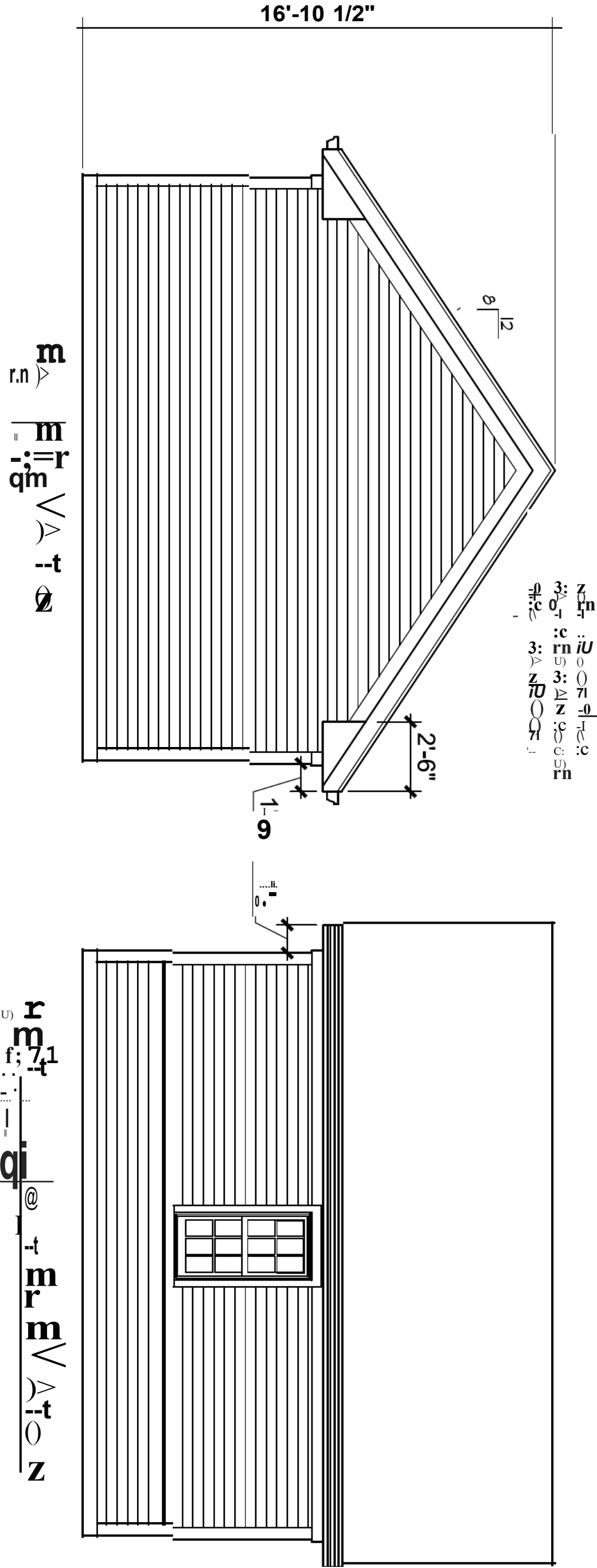


EXISTING TREE
TO REMAIN



TREE TO BE
REMOVED

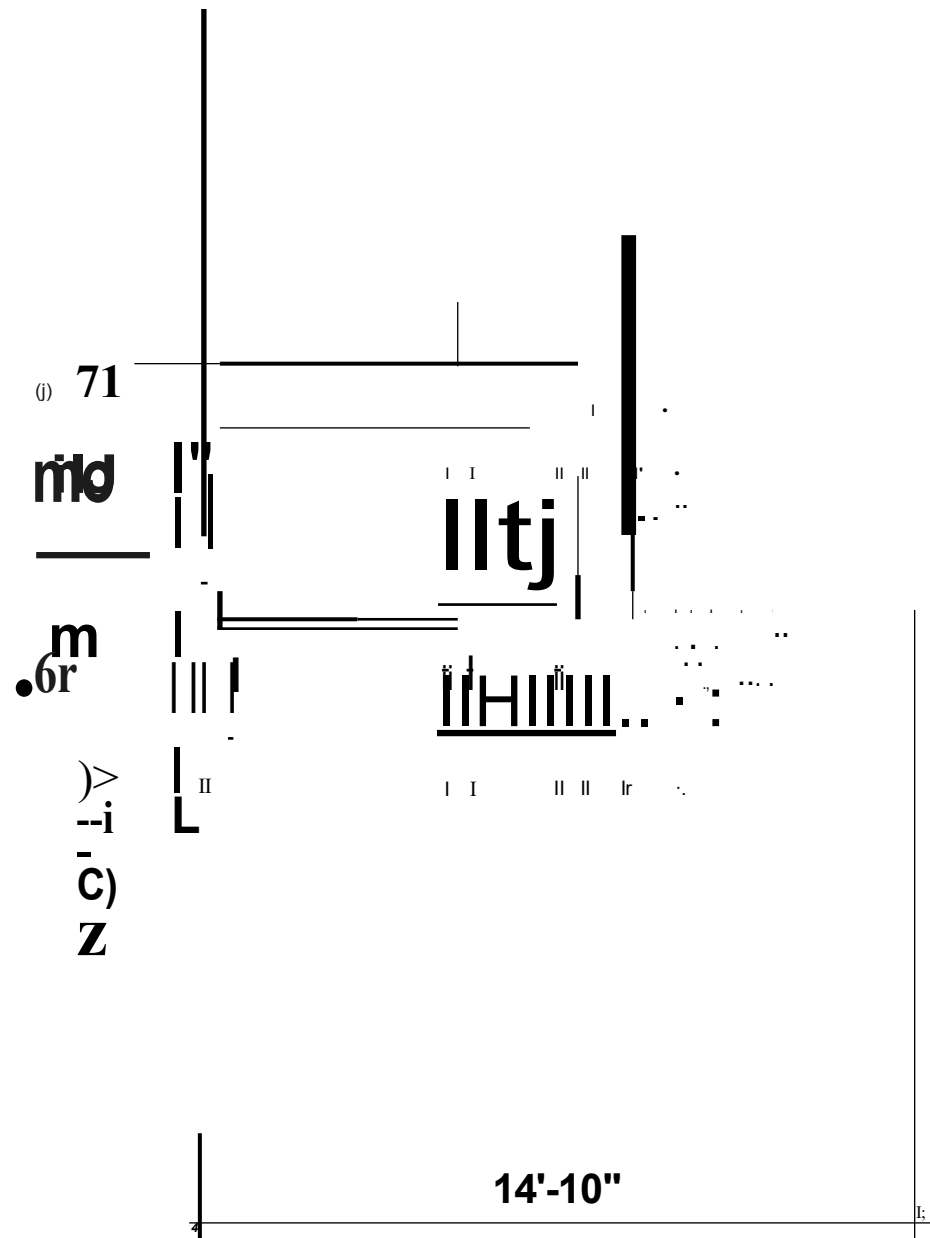


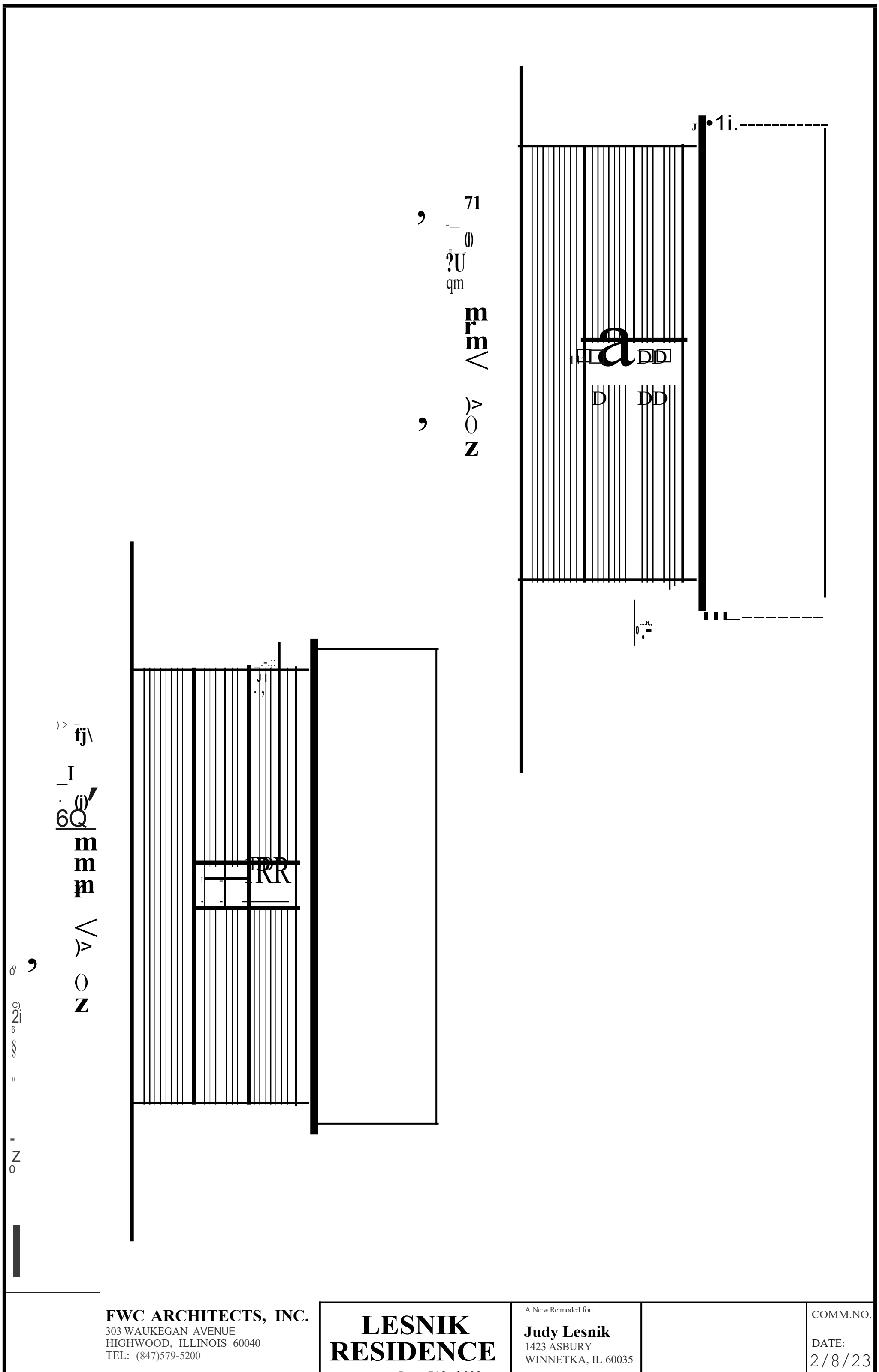




SCALE: 1/16" = 1'-0"

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FWC ARCHITECTS, INC.
303 WAUKEGAN AVENUE
HIGHWOOD, ILLINOIS 60040
TEL: (847)579-5200

**LESNIK
RESIDENCE**

A New Remodel for:
Judy Lesnik
1423 ASBURY
WINNETKA, IL 60035

COMM.NO.
DATE:
2/8/23

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

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

WHEREAS, Judy Lesnik ("*Applicant*"), is the record title owner of the adjoining parcels of real property commonly known as 1423 Asbury Avenue ("*1423 Asbury Property*"), and 1415 Asbury Avenue ("*1415 Asbury Property*"), each legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (the 1423 Asbury Property and 1415 Asbury Property are, collectively, the "*Subject Property*"); and

WHEREAS, the Applicant desires to move the lot line between the 1423 Asbury Property and 1415 Asbury Property, thereby creating two new lots of record ("*Proposed Subdivision*"); and

WHEREAS, the Applicant filed an application with the Village for: (i) approval of a final plat of subdivision for the Proposed Subdivision ("*Final Plat*"); (ii) a zoning variation from Section 17.30.060 of the Zoning Ordinance for the 1423 Asbury Property to allow for a side yard setback along the east side of the 1423 Asbury Property of 2.59 feet ("*Side Setback Variation*"); (iii) a zoning variation from Section 17.30.060 of the Zoning Ordinance for the 1423 Asbury Property to allow for a the total side yard setback to be 13.48 feet ("*Total Side Setback Variation*"); and (iv) a zoning variation from Section 17.30.040 of the Zoning Ordinance for the 1415 Asbury Property to have a total building size of 7,139.32 square feet ("*Building Size Variation*") (the Side Setback Variation, Total Side Setback Variation, and Building Size Variation are, collectively, the "*Variations*") (the Final Plat and Variations are, collectively, the "*Requested Relief*"); and

WHEREAS, Ordinance M-11-2023, adopted by the Village Council on _____, 2023 ("*Ordinance*"), approved the Requested Relief; and

WHEREAS, Section 11 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant hereby agrees and covenants as follows:

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

{00133479.1}

3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's approval of the Final Plat and grant of the Variation or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance approving the Final Plat and granting the Variation.

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

Dated: _____, 2023

JUDY LESNICK



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: JUNE 7, 2023
**SUBJECT: 1415 & 1423 ASBURY AVENUE – FINAL PLAT APPROVAL
LESNIK RESUBDIVISION II (CASE NO. 23-02-SD)**

INTRODUCTION

On June 12, 2023, the Zoning Board of Appeals (ZBA) is scheduled to hold a public hearing on an application submitted by Judy Lesnik (the “Applicant”), as the owner of the properties located at 1415 Asbury Avenue and 1423 Asbury Avenue, (collectively the “Subject Property”). The Applicant has filed an application seeking the following approvals as part of a Final Subdivision Plat approval to relocate the lot line dividing the two properties and to allow construction of a detached garage, together with the following relief:

1. A variation to permit the existing residence at 1423 Asbury Avenue (Proposed Lot 1) to observe less than the minimum required side yard setback from the new east property line;
2. A variation to permit the existing residence at 1423 Asbury Avenue to observe less than the minimum required total side yard setback for Proposed Lot 1; and
3. A variation to permit the existing residence and proposed detached garage at 1415 Asbury Avenue (Proposed Lot 2) to exceed the maximum permitted building size (GFA) [Note: The existing residence is currently nonconforming with respect to GFA].

As will be discussed later in this report, the Applicant’s overall plan for the Subject Property also includes replacement of the existing detached garage on the 1423 Asbury Avenue lot with a new, smaller detached garage and a new driveway on the west side of the lot. These proposed improvements comply with the zoning requirements and do not require zoning relief. The ZBA’s consideration of the requested relief outlined above was originally scheduled for the April 10, 2023, ZBA meeting. However, after hearing the comments and concerns expressed by the Plan Commission (PC) during its consideration of the request on March 22, 2023, the Applicant needed additional time to revise the plans to reflect a redesign of the proposed driveway on the 1423 Asbury Avenue lot. A revised site plan has since been received and is included in the application materials included in Attachment A of this report. Although the PC did provide comment on the proposed driveway at 1423 Asbury Avenue, it did recommend approval of the request by a vote of 4-0.

In 2020 the Applicant submitted applications for a subdivision and zoning relief to allow the relocation of the lot line dividing the two properties and construction of a detached garage on the 1415 Asbury Avenue parcel. After review and recommendations of approval from the ZBA and the PC, the Village Council approved the proposed project. The Applicant’s plans in 2020 included the demolition of the existing residence at 1423 Asbury Avenue. Now the Applicant’s plans include maintaining the existing residences

on both lots. The Applicant is now before the Village requesting approval of resubdivision of the two lots and the zoning relief associated with the proposed lots, as well as the construction of a detached garage at 1415 Asbury Avenue. The ZBA is charged with making a recommendation to the Village Council regarding the requested zoning variations described on the previous page, for the existing improvements on the 1423 Asbury Avenue parcel, as well as the proposed detached garage on the 1415 Asbury Avenue parcel.

The initial public hearing scheduled for April 10, 2023, was properly noticed on March 23, 2023, in the *Winnetka Talk* and a mailed notice was sent to property owners within 250 feet in compliance with the Zoning Ordinance for the April public hearing. As the Applicant was in the process of redesigning the proposed driveway at 1423 Asbury Avenue, the request was not ready for consideration by the ZBA on April 10, therefore, the ZBA continued the public hearing to its May 8 meeting. The application was not ready for the May 8 ZBA meeting either and the meeting was cancelled. Once revised plans were received, a notice was mailed to property owners within 250 feet of the Subject Property informing them of the June 12 public hearing. As of the date of this memo, staff has received one written comment from the public regarding this application. The comment is provided in Attachment C.

PROPERTY DESCRIPTION

The Subject Property is located on the north side of Asbury Avenue, between Greenwood and Vernon Avenues, is zoned R-5 Single Family Residential and currently consists of two buildable lots each 75 feet in width, measuring 11,932.5 square feet. 1415 Asbury Avenue is improved with a single-family residence with an attached garage, built in 1999. 1423 Asbury Avenue is improved with a single-family residence, built in 1921, and a detached garage, built in 2005. The existing parcels and improvements are identified below in Figure 1.

The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The current R-5 zoning is consistent with the Comprehensive Plan.

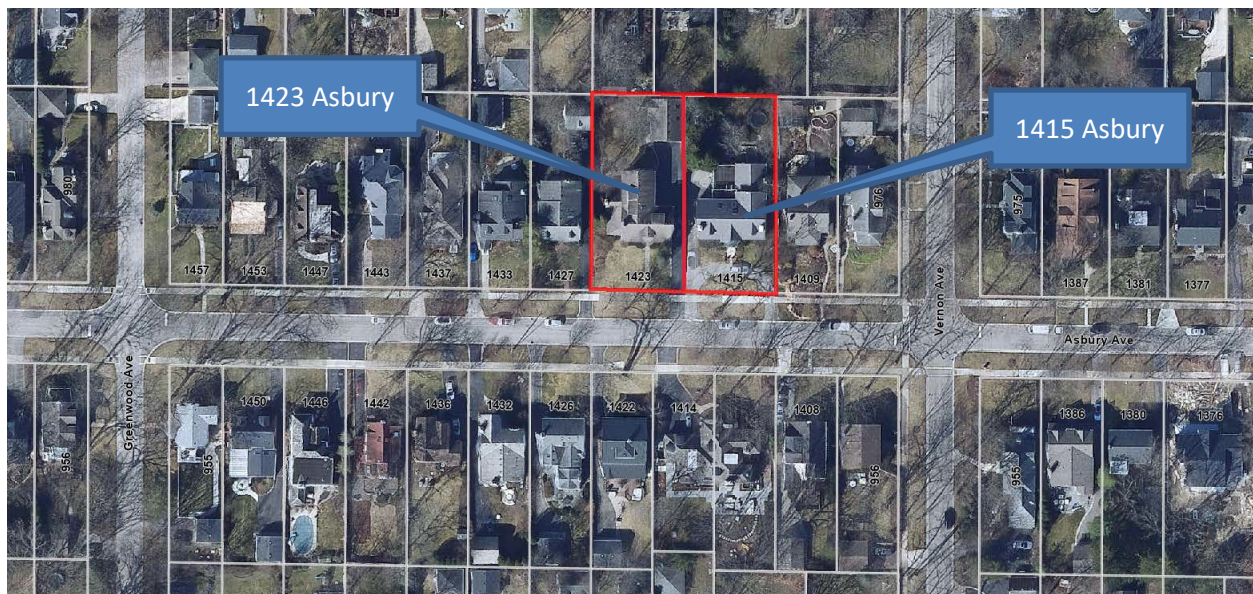


Figure 1 – Existing two lots

PREVIOUS APPROVAL

As previously noted, the ZBA first considered an application submitted by the Applicant seeking approval of zoning relief related to a Final Subdivision Plat to relocate the lot line dividing the two properties and construct a detached garage at 1415 Asbury Avenue on September 14, 2020. After hearing the comments and concerns expressed by the ZBA, the Applicant requested a continuance in order to explore alternatives to reduce the extent of zoning relief necessary for the proposed subdivision and detached garage. The Applicant then submitted a revised plat of subdivision, as well as revised plans for the proposed detached garage. By amending the proposed plat of subdivision, the Applicant eliminated the request to reduce the side yard setback from the east property line for the existing residence at 1415 Asbury Avenue. Additionally, the proposed detached garage was reduced in size from a two-car garage to a one-car garage. On October 12, 2020, the ZBA considered the amended application and by a vote of 5-0, recommended approval of the request. The Applicant's plan in 2020 to relocate the lot line dividing the two parcels 14.2 feet to the west necessitated removal of the existing residence at 1423 Asbury Avenue. Similar to the current request before the ZBA, the previous request required a variation for the proposed detached garage at 1415 Asbury Avenue. However, zoning relief was not required for the existing improvements at 1423 Asbury Avenue since that residence was to be removed. Minutes of the September and October 2020 ZBA meetings are provided in Attachment D.

Ultimately, on January 5, 2021, the Village Council adopted Ordinance M-4-2021, approving a Final Plat of Subdivision and granting a variation from the maximum permitted gross floor area for the proposed detached garage at 1415 Asbury Avenue. Given the approved subdivision required the removal of the existing residence at 1423 Asbury Avenue and the Applicant has since decided to maintain the residence, the 2020 subdivision is not effective. For reference, Ordinance M-4-2021 is included in this report as Attachment E.

GENERAL DESCRIPTION OF PROPOSED PLAT OF SUBDIVISION AND SITE IMPROVEMENTS

Plat of Subdivision. The Applicant resides at 1415 Asbury Avenue, which she acquired in 2000. Subsequently, the Applicant acquired the adjacent home at 1423 Asbury Avenue in 2016. If approved, the Applicant will demolish the existing detached garage at 1423 Asbury Avenue and resubdivide the two parcels by relocating the lot line dividing the two parcels 8.75 feet to the west. The new lots of record would measure 10,544 square feet (1423 Asbury Avenue – proposed Lot 1) and 13,320 square feet (1415 Asbury Avenue – proposed Lot 2).

The proposed subdivision is represented in Figure 2 on the following page. An excerpt of the proposed *Lesnik Resubdivision II* is provided in Figure 3.



Figure 2 – Proposed subdivision (neighborhood map view)

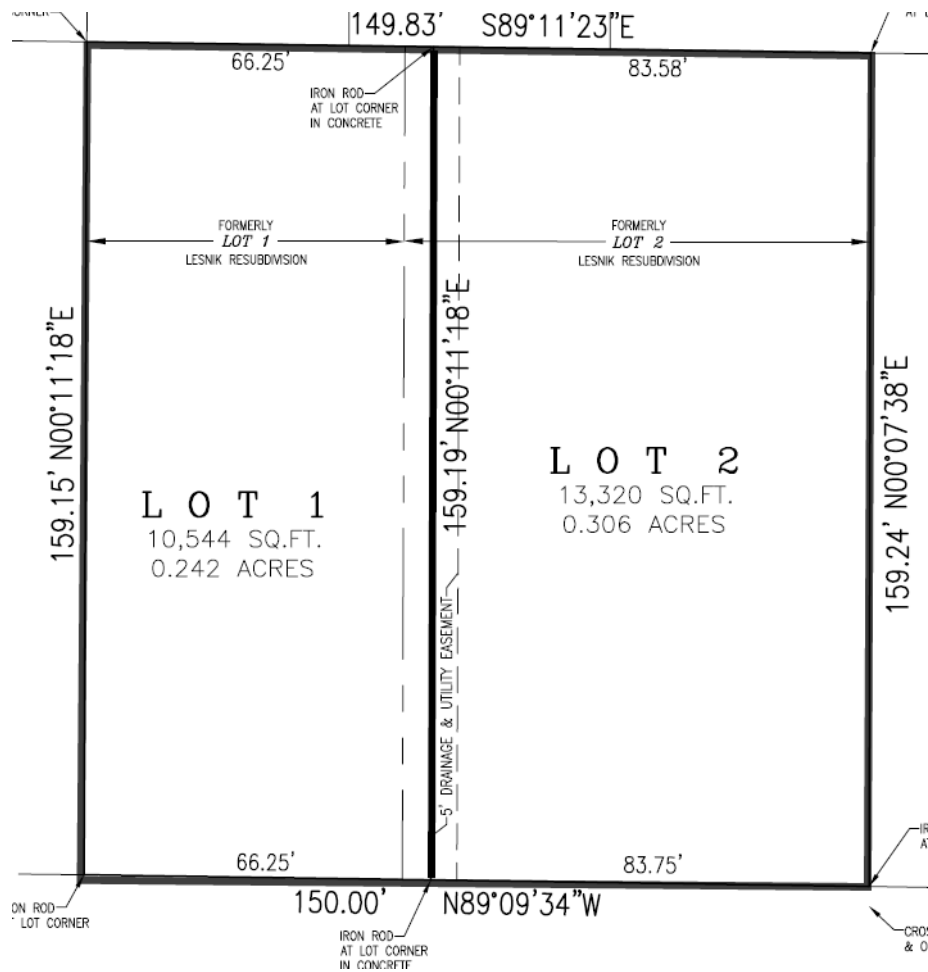


Figure 3 – Excerpt of Proposed Lesnik Resubdivision II Plat

Site Improvements. The Applicant's plan for 1423 Asbury Avenue (Proposed Lot 1) includes removal of the existing detached garage and driveway, and construction of a new detached garage and driveway on the west side of the lot. The proposed two-car garage would measure 21 feet by 21 feet (441 square feet). Given the size of the existing garage (814 square feet) and the existing driveway, the proposed improvements represent a net decrease in gross floor area, roofed lot coverage, and impermeable lot coverage. The proposed improvements are represented below in Figure 4.

On the 1415 Asbury Avenue parcel (Proposed Lot 2), the Applicant is proposing construction of a new one-car detached garage, measuring 13 feet by 21 feet (273 square feet), and a small expansion of the existing driveway to access the detached garage, while also improving access to the existing attached garage. Figures 5 and 6 on the following page include the proposed site plan and plans for the detached garage at 1415 Asbury Avenue.

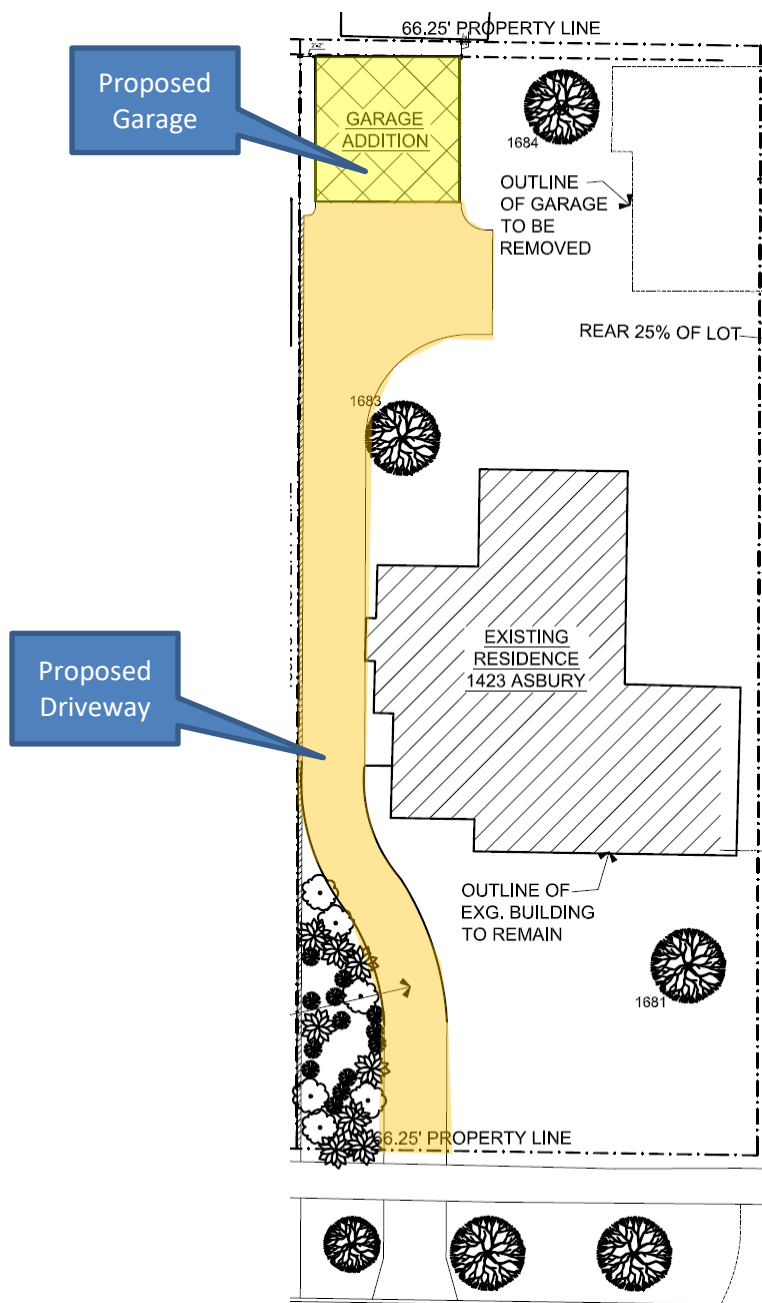


Figure 4 – Excerpt of 1423 Asbury Avenue Proposed Site Plan (Lot 1)

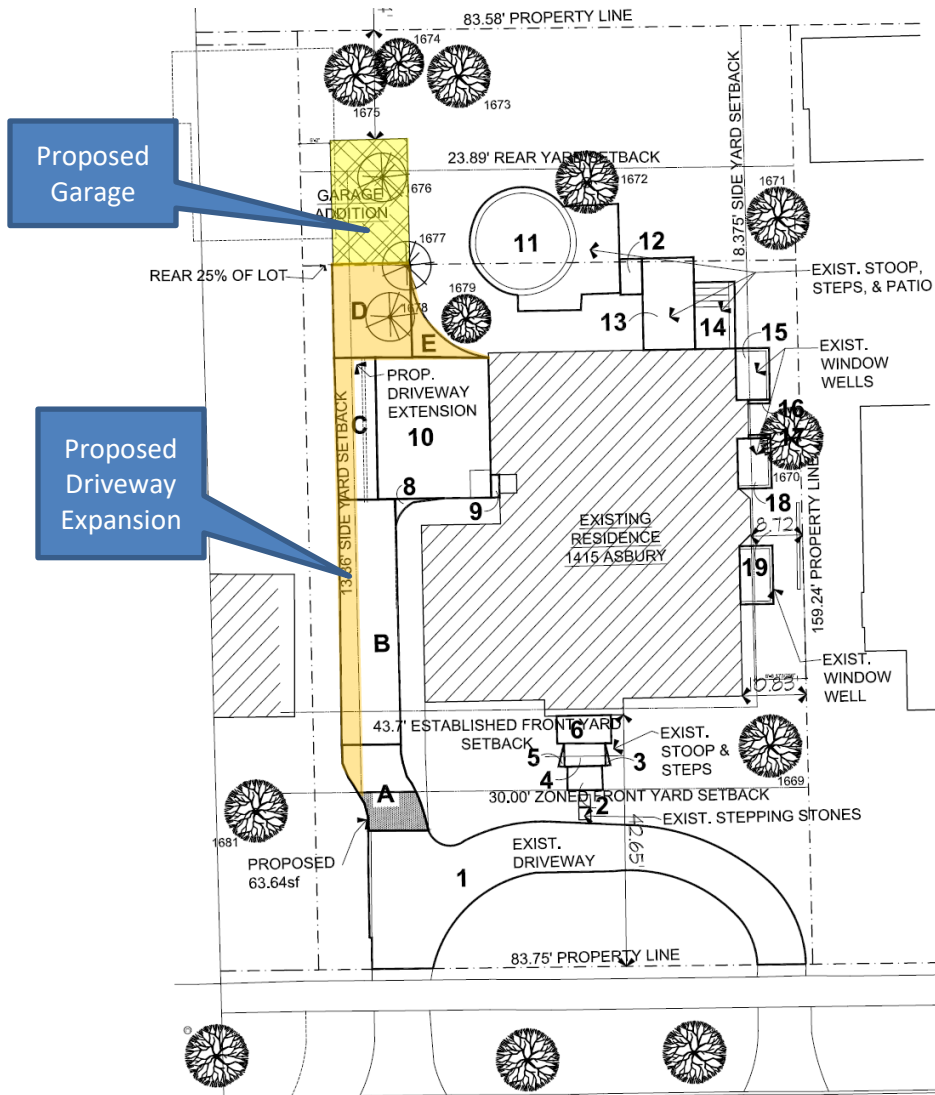


Figure 5 – Excerpt of 1415 Asbury Proposed Site Plan (Lot 2)

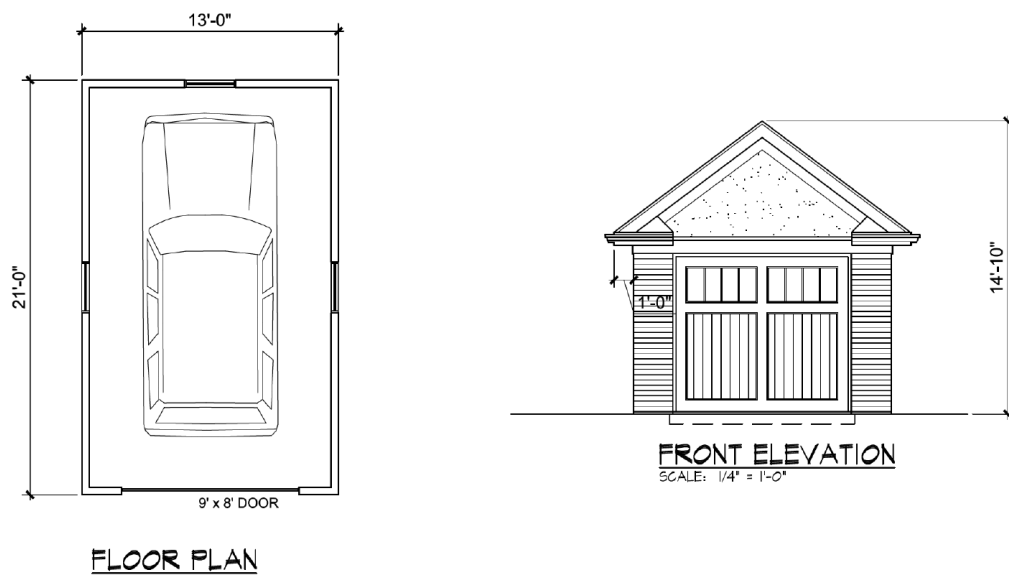


Figure 6 – Floor Plan and Front Elevation of Proposed Detached Garage at 1415 Asbury Avenue

DESCRIPTION OF ZONING STANDARDS

The Subject Property is located in the R-5 Single Family Residential zoning district, which is one of five different single family residential zoning classifications in the Village. The R-5 zoning district provides for the densest form of single-family development compared to most other residential zoning districts, with the R-5 zoning district's purpose statement describing the district as demonstrating a "an intense suburban" character.

Residential Zoning Hierarchy

A comparison of the Village's five different residential zoning classifications (Table 1 below) shows the hierarchy of zoning standards throughout the Village's residential neighborhoods, ranging from larger "estate" character lots in portions of the Village, to smaller, more intensive developed areas.

Surrounding Zoning

The Subject Property is surrounded by lots that are similarly zoned for smaller lot sizes called for in the R-5 zoning district (minimum lot area of 8,400 square feet), as depicted in Figure 7 below.

Table 1 Residential Zoning Hierarchy	R-1 ("estate" character)	R-2 ("small estate" character)	R-3 ("moderately intense" suburban character)	R-4 ("relatively intense" suburban character)	R-5 ("relatively intense" suburban character)
Minimum Lot Area	48,000 s.f.	24,000 s.f.	16,000 s.f.	12,600 s.f.	8,400 s.f.
Minimum Lot Width	150 ft.	100 ft.	75 ft.	60 ft.	60 ft.
Minimum Front Setback	50 ft.	50 ft.	40 ft.	30 ft.	30 ft.
Minimum Rear Setback	50 ft.	25 ft.	25 ft.	25 ft.	25 ft.

Table 1 – Residential Zoning Hierarchy

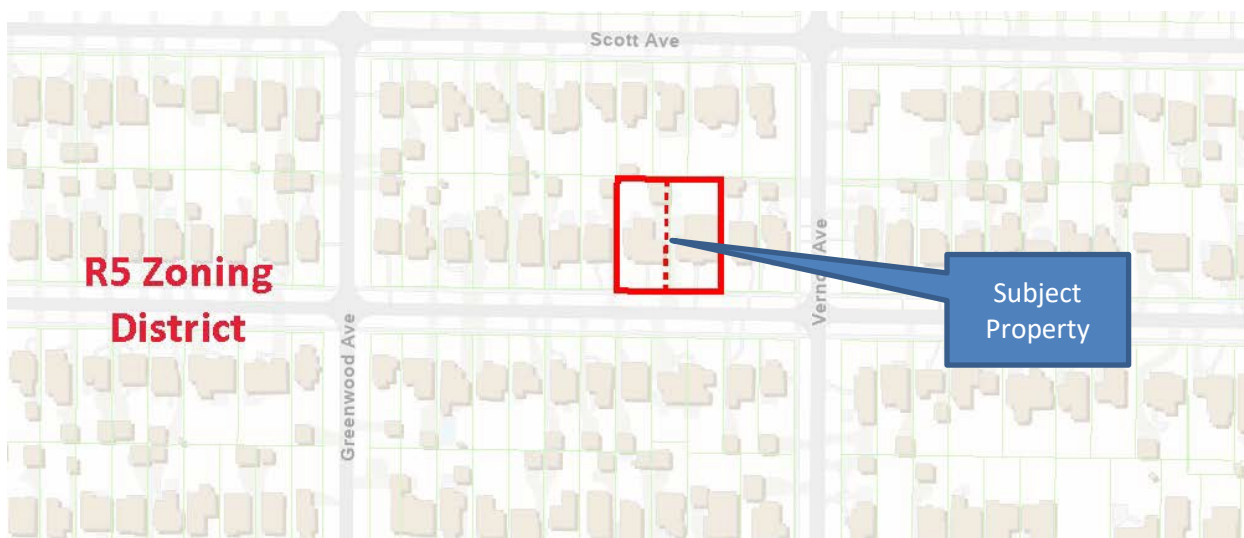


Figure 7 – Area Zoning Map

COMPLIANCE WITH ZONING STANDARDS – LOT SIZE AND DIMENSIONS

All subdivisions are evaluated by staff at the time of application to assure compliance with basic minimum quantitative measures including, but not limited to (a) minimum lot area, (b) minimum lot width, and (c) minimum lot depth.

The proposed *Lesnik Resubdivision II* **fully complies** with minimum lot area, lot width and lot depth requirements as summarized below in Table 2.

<i>Table 2</i> <i>R-5 Zoning Standards</i>	<i>Proposed Lot 1</i> <i>1423 Asbury Avenue</i>	<i>Proposed Lot 2</i> <i>1415 Asbury Avenue</i>
Minimum Lot Area (Interior lot) 8,400 square feet	10,544 sq. ft. COMPLIES	13,320 sq. ft. COMPLIES
Minimum Lot Width (average) 60 feet	66.23 feet COMPLIES	83.65 feet COMPLIES
Minimum Lot Width (at front street line) 20 feet	66.25 feet COMPLIES	83.75 feet COMPLIES
Minimum Lot Depth 120 ft.	159.15 feet COMPLIES	159.19 feet COMPLIES
Minimum Rectangular Area within Lot Boundaries	COMPLIES	COMPLIES

Table 2 – R-5 Zoning Standards

COMPLIANCE WITH ZONING STANDARDS – REQUIRED SETBACKS AND BUILDING SIZE

The allowable size of buildings on a residential lot and the required amount of open space around the buildings is dictated by the Village Zoning Ordinance. As a general rule, the allowable size of buildings and the setback requirements for those buildings change with any modifications to lot dimensions. As a result, staff conducts analyses of proposed lots and the improvements on those lots to determine (a) whether any new zoning nonconformities would be created by the resubdivision and (b) whether there are any existing zoning nonconformities which will remain. In the event of a zoning nonconformity arising out of a proposed subdivision, relief must be granted by both the Plan Commission and Zoning Board of Appeals.

Staff evaluation of the proposed *Lesnik Resubdivision II* is summarized in Tables 3 and 4 on pages 10 and 11 of this report, indicating the extent to which the proposed resubdivided lots comply with (or fall short of) zoning standards. The items highlighted (in yellow) in Table 3 indicates the creation of a zoning nonconformity.

Description of side yard setback requirements – Side yard setback requirements are calculated based on a lot's width:

- Lots with an average lot width that is 100 feet or more: The minimum required side yard setback is 12 feet and the total of the two side yards must be at least 30% of the average lot width.
- Lots with an average lot width that is more than 60 feet, but less than 100 feet: The minimum

required side yard setback is 10% of the average lot width and the total of the two side yards must be at least 25% of the average lot width. (This is the side yard setback standard that applies to both the existing lots and the proposed lots.)

- Lots with an average lot width of 60 feet or less: The minimum required side yard setback is 6 feet on one side and 8 feet on the other side.

Newly created zoning nonconformity (zoning variations required) – The proposed subdivision has the effect of decreasing the lot width of 1423 Asbury Avenue (Lot 1) to 66.23 feet, resulting in a minimum required side yard setback of 6.62 feet and a total side yard setback requirement of 16.56 feet. **As a result, the proposed smaller lot renders the existing 1423 Asbury Avenue residence (which would be setback 2.59 feet from the new east property line and 10.89 feet from the west property line), nonconforming with the new minimum side yard requirement of 6.62 feet and the total side yard setback requirement of 16.56 feet. The existing improvements providing a minimum side yard of 2.59 feet, are deficient with the new requirement by 4.03 feet or 60.88%. Additionally, the existing improvements providing a total side yard setback of 13.48 feet are deficient with the new requirement by 3.08 feet or 18.6%.**

Expansion of existing zoning nonconformity (zoning variation required) – The existing residence at 1415 Asbury Avenue currently consists of approximately 6,980 square feet of GFA, exceeding the maximum permitted GFA of the existing lot area by approximately 3,106 square feet (76.08%). The proposed detached garage would measure 13 feet by 21 feet and be located in the rear quarter of the lot. Due to the GFA allowance that would apply to the proposed detached garage, an increase in the attic GFA allowance as a result of the increase in lot area, and the attached garage allowance that would no longer apply, the net increase in GFA is 158 square feet; bringing the total GFA to 7,139.32 square feet, whereas a maximum of 4,300.51 square feet is permitted on the proposed lot, a variation of 2,838.81 square feet (66.01%).

It should be noted that when the existing residence at 1415 Asbury Avenue was constructed in 1999 it complied with the zoning regulations, including the permitted GFA. At that time, the basement area was not included in the GFA as only basements with walls exposed more than 4 feet above grade were included in the GFA. The Zoning Ordinance was amended in late 1999 requiring basements in post-FAR buildings (buildings built since 1989) that have a first floor more than 2.5 feet above grade to be included in the GFA. In this particular case, the first floor is predominately 3.54 feet above grade. Therefore, on the new 1415 Asbury lot that is being created, the entire basement area (approximately 2,461 square feet) is now included in the GFA. That being said, excluding the basement area, the proposed GFA is 4,678.12 square feet, exceeding the permitted GFA of the proposed lot area by 377.61 square feet (8.78%).

Table 3 – Zoning Setback Requirements		<i>Proposed Lot 1 1423 Asbury</i>	<i>Proposed Lot 2 1415 Asbury</i>	<i>Existing Lot 1423 Asbury</i>	<i>Existing Lot 1415 Asbury</i>
SETBACK REQUIREMENTS	Minimum Required Front Yard Setback	30 feet	43.57 feet (average of the block)	30 feet	43.57 feet (average of the block)
	Front yard provided by existing structures	42.46 feet	42.65 feet	42.46 feet	42.65 feet EXISTING NONCONFORMITY
	Minimum Required Side Yard	6.62 feet	8.36 feet	7.5 feet	7.5 feet
	Minimum side yard provided by existing structures	2.59 feet (east) VARIATION OF 4.03 FEET (60.88%)	8.91 feet	10.89 feet (west)	8.91 feet
	Minimum Total Required Side Yards	16.56 feet	20.91 feet	18.75 feet	18.75 feet
	Total side yards provided by existing structures	13.48 feet VARIATION OF 3.08 FEET (18.6%)	27.98 feet	22.89 feet	19.21 feet
	Minimum Required Rear Yard	23.88 feet	23.89 feet	23.88 feet	23.89 feet
	Rear yard provided by existing structures	61.34 feet	54.56 feet	61.34 feet	54.56 feet
	Minimum Rear & Side Setback for accessory structure in rear quarter	2 feet	2 feet	2 feet	2 feet
	Garage setbacks	2.17 feet (rear) 2.17 feet (side)	18.46 feet (rear) 5.17 feet (side)	2.95 feet (rear) 5.76 feet (side)	N/A

Table 3 – Zoning Setback Requirements

Table 4 – Zoning Building Size Requirements		Proposed Lot 1 1423 Asbury	Proposed Lot 2 1415 Asbury	Existing Lot 1423 Asbury	Existing Lot 1415 Asbury
ALLOWABLE BUILDING SIZE	Maximum Allowed Gross Floor Area (GFA)	3,923.8 sq. ft.	4,300.51 sq. ft.	4,202.55 sq. ft.	3,964.4 sq. ft.
	GFA provided by existing & proposed structures	3,654.05 sq. ft.	7,139.32 sq. ft. VARIATION OF 2,838.81 sq. ft. (66.01%)	4,027.86 sq. ft.	6,980.69 sq. ft. EXISTING NONCONFORMITY
	Maximum Allowed Roofed Lot Coverage (RLC)	2,846.88 sq. ft.	3,330 sq. ft.	3,223.19 sq. ft.	2,985.28 sq. ft.
	RLC provided by existing & proposed structures	2,393.36 sq. ft.	3,155.62 sq. ft.	2,674.52 sq. ft.	2,882.62 sq. ft.
	Maximum Allowed Impermeable Lot Coverage (ILC) (50% of lot area)	5,272 sq. ft.	6,660 sq. ft.	5,968.87 sq. ft.	5,970.56 sq. ft.
	ILC provided by existing & proposed structures	4,321.36 sq. ft.	6,376.63 sq. ft.	5,393.21sq. ft.	5,742.62 sq. ft.
	Maximum Allowed Front Yard Lot Coverage (FYLC)	596.25 sq. ft.	752.85 sq.ft.	675 sq. ft.	675 sq. ft.
	FYLC provided by existing improvements	420 sq. ft.	932.73 sq. ft.	420 sq. ft.	932.73 sq. ft. EXISTING NONCONFORMITY

Table 4 – Zoning Building Size Requirements

COMPLIANCE WITH SUBDIVISION CODE STANDARDS

Pre-existing zoning nonconformity – Three existing nonconformities **will remain** on the 1415 Asbury Avenue parcel (Lot 2). The existing residence has a nonconforming front yard setback of 42.65 feet, whereas the required setback is 43.57 feet, the average of the block. Also, the existing improvements at 1415 Asbury Avenue within the minimum required 30-foot front yard required in the R-5 zoning district,

consist of 932.73 square feet of front yard lot coverage (FYLC), whereas a maximum of 752.85 square feet is permitted (30% of the minimum required front yard). These two existing nonconformities that will remain are highlighted (in blue) in Tables 3 and 4 on the previous pages.

Additionally, the east side building walls of the existing residence at 1415 Asbury Avenue do not provide the required building line articulation. The building permit to construct the home was approved in early 1999, which was prior to adoption of the building line articulation requirement in the current Zoning Ordinance, which now requires the side building walls that face the smaller side yard, on a residence constructed prior to April 1999, be articulated by at least 18 inches when the residence is more than 40 feet long. Pursuant to Section 16.12.010(D) of the Subdivision Code, in the instance of such nonconformities, the Plan Commission considers the existence of such nonconformities, and “*shall determine whether such nonconformity, in the context of the proposed subdivision, would result in a material increased adverse impact upon the public health, safety or welfare.*” This is provided as information only, as the ZBA is not charged with considering relief from the Subdivision Code.

Tables 3 and 4 also highlight (in green) the existing nonconformities on the existing lots. The degree of nonconforming GFA and front yard lot coverage on 1415 Asbury Avenue will be decreased due to the increase in lot area and lot width of Proposed Lot 2. The third existing nonconformity, the front yard setback, will remain unchanged.

STORMWATER

The proposed subdivision consists of relocating the lot line dividing two properties. As previously mentioned, the Applicant intends to demolish the existing detached garage and driveway at 1423 Asbury Avenue (Lot 1) and construct a new detached garage and driveway. The proposed plan also includes construction of a detached garage at 1415 Asbury Avenue (Lot 2). The Applicant has provided engineering plans that represent a decrease of 22% of impermeable lot coverage on 1423 Asbury Avenue and an increase of 11% on 1415 Asbury Avenue. Village Engineering staff have conducted a preliminary review of the engineering plans and have indicated that the improvements comply with the Village stormwater regulations, which will not require stormwater detention since the improvements do not required an increase of impermeable lot coverage by more than 25%. Final approval will occur upon submittal of a building permit.

For reference, Figure 8 below represents the Subject Property’s proximity to the 100-year flood plain. The grey represents the 100-year flood area.

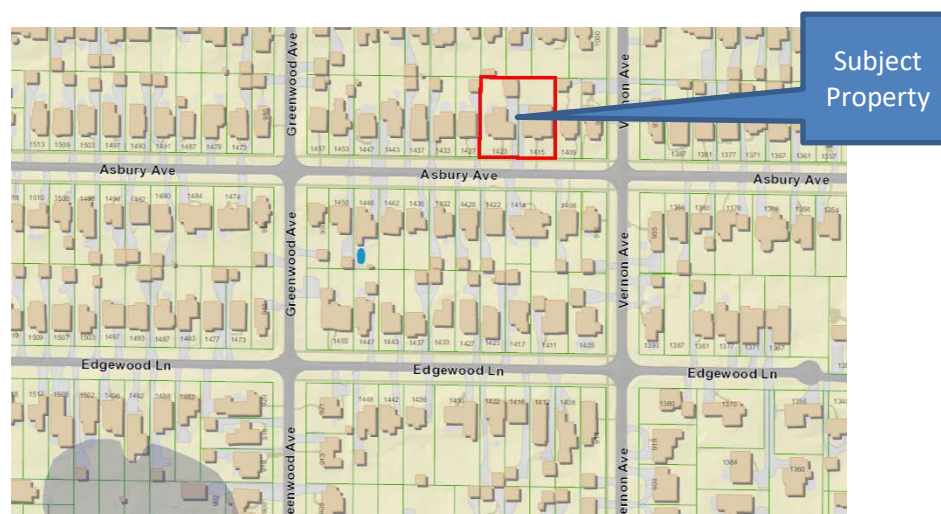


Figure 8 – GIS Floodplain Map

CONSIDERATION BY PLAN COMMISSION

On March 22, 2023, the PC held a public meeting and considered the Applicant's request. After hearing from the Applicant's representatives and receiving one written comment from an immediate neighbor (the same one included in Attachment C), the PC discussed the request and the impact the new driveway would have on the neighbor to the west of 1423 Asbury Avenue. The proposed driveway was originally designed to be immediately adjacent to the neighbor's driveway, giving the appearance that the two lots would have a shared driveway when that was not the intent. At the March PC meeting the Applicant noted that they were working on redesigning the proposed driveway at 1423 Asbury Avenue and addressing the concerns expressed by the neighbor. Ultimately, by a vote of 4-0, the PC recommended approval of the request. The proposed driveway represented in the materials provided by the Applicant and being considered by the ZBA include the redesigned driveway (Figure 4).

REQUESTED ZONING CONSIDERATION

The Applicant is requesting approval of three zoning variations in order to allow the subdivision of the Subject Property, which would relocate the lot line dividing the two properties, and construction of a detached garage at 1415 Asbury Avenue (Proposed Lot 2).

1415 Asbury Avenue

- Maximum Building Size (GFA). The site currently contains 6,980.69 square feet of GFA, exceeding the maximum permitted GFA by 2,680.18 square feet. The net increase in GFA with the proposed detached garage is 158.63 square feet, bringing the total GFA to 7,139.32 square feet, whereas a maximum of 4,300.51 square feet is permitted, a variation of 2,838.81 square feet (66.01%).

1423 Asbury Avenue

- Minimum Side Yard Setback. The proposed subdivision has the effect of decreasing the lot width of 1423 Asbury Avenue. As a result, the smaller lot renders the existing residence, which would provide a setback of 2.59 feet from the new east property line, nonconforming with the new minimum side yard setback requirement of 6.62 feet, requiring a variation of 4.03 feet (60.88%).
- Total Side Yard Setback. The existing residence would provide a total side yard setback of 13.48 feet, whereas a minimum of 16.56 feet is required, a variation of 3.08 feet (18.6%). The existing residence provides a west side yard setback of 10.89 feet, which will remain unchanged, along with the east side yard setback of 2.59 feet, for a total of 13.48 feet.

It is important to reiterate that the proposed detached garage and driveway at 1423 Asbury Avenue comply with the zoning standards and do not required relief. The variations related to 1423 Asbury Avenue are for the existing improvements. It is also worth noting that any future improvements will also have to comply with the zoning regulations for the newly created, smaller lot.

FINDINGS

Does the ZBA find that the requested variations meet the standards for granting such variations; and if so, is the ZBA prepared to make a recommendation to the Village Council regarding the requested relief? If so, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

Move to recommend **approval [denial]** of the following variations granting:

1. Gross floor area of 7,139.32 square feet at 1415 Asbury Avenue, whereas a maximum of 4,300.51 square feet is permitted, a variation of 2,838.81 square feet (66.01%) [Section 17.30.040 – Maximum Building Size];

2. Side yard setback of 2.59 feet from the new east property line to the existing residence at 1423 Asbury Avenue, whereas a minimum of 6.62 feet is required, a variation of 4.03 feet (60.88%) [Section 17.30.060 – Side Yard Setback]; and
3. Total side yard setback of 13.48 feet for the existing residence at 1423 Asbury Avenue, whereas a minimum of 16.56 feet is required, a variation of 3.08 feet (18.6%) [Section 17.30.060 – Side Yard Setback].

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variations requested are **in harmony [not in harmony]** with the general purpose and intent of the Zoning Ordinance and that each of the following eight standards on which evidence is required pursuant to Section 17.60.050 of this Code **have been met [have not been met]** in connection with this variation application **[subject to the following conditions...]**

The eight standards to consider when granting a variation are as follows:

- a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.
- b. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.
- c. The variation, if granted, will not alter the essential character of the locality.
- d. An adequate supply of light and air to the adjacent property will not be impaired.
- e. The hazard from fire and other damages to the property will not be increased.
- f. The taxable value of the land and buildings throughout the Village will not diminish.
- g. The congestion in the public street will not increase.
- h. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Proposed Plat of Subdivision (Lesnik Resubdivision II)

Attachment C: Public Correspondence

Attachment D: September 14, 2020, and October 12, 2020, ZBA Meeting Minutes

Attachment E: Ordinance M-4-2021, adopted on January 5, 2021

ATTACHMENT A

Village of Winnetka
SUBDIVISION/CONSOLIDATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBDIVISION APPLICATION

Case No.23-02-SD

Property Information

Site Address: 1415-1423 Asbury

Parcel Identification Number(s) (PIN): 05-18-217-020-0000/05-18-217-019-0000

Property Owner Information

Name: Judy Lesink

Primary Contact: Judy Lesnik

Address: 1415 Asbury

City, State, Zip: Winnetka, IL

Phone No. _____

Email: _____

Date owner acquired property: _____

Architect Information

Name: FWC Architects, Inc.

Primary Contact: Jim Chambers

Address: 2057 - A Green Bay

City, State, ZIP: Highland Park, Illinois 60035

Phone No. (262) 909+4692

Email: jim@fwcarchitects.com

Surveyor Information

Company Name: Doland Engineering, LLC

Primary Contact: Jason Doland

Address: 334 E. Colfax, Suite C

City, State, Zip: Palatine, IL 60067

Phone No. (847) 991-5088 x 113

Email: jdoland@dolandengineering.com

Attorney Information

Name: Samuels & Bernstein

Primary Contact: Calvin Bernstein

Address: 484 Central Ave., Suite 202

City, State, Zip: Highland Park, Illinois 60035

Phone No. (847) 433-1980

Email: cbernstein@sambernlaw.com

Property Owner Signature: _____

Date: 11/21/2022

Law Offices of
SAMUELS & BERNSTEIN

484 Central Avenue, Suite 202
Highland Park, Illinois 60035
(847) 433-1980
Fax: (847) 433-4740

Calvin A. Bernstein
Cbernstein@sambernlaw.com

February 27, 2023

Village of Winnetka
Department of Community Development
510 Green Bay Road
Winnetka, Illinois 60093

Re: Application for Re-Subdivision, 1415-23 Asbury Avenue, Winnetka, Illinois

Dear Department of Community of Development:

Please be advised that I am acting as the representative of the 1415-23 Asbury Avenue, Winnetka, Illinois. A few years back, the owner of these two contiguous homes applied for and received approval to re-subdivide the properties to provide for a larger lot for 1415 Asbury. The reasons for that requests were to assist in the remodel her home, provide for improved turning radius into her garage, and thereafter, to allow for the demolition of the unoccupied home located at 1423 Asbury. After the re-subdivision was approved, signed and recorded, the owner reconsidered her plans. The owner now desires to restore the home at 1423 Asbury rather than demolishing it, and to continue with the renovation of her home at 1415 Asbury. In order to do so, she needs to move the lot line between the properties again. This re-subdivision will allow for the preservation and restoration of the historic home (1423 Asbury) while providing better access and improved living at 1415 Asbury.

Please note that the new lots will be conforming, meeting the minimum standards set forth in the zoning code (except for a few variances that will require ZBA action), subdivision standards and shall also comply with the Comprehensive Plan. After the re-subdivision, both lots' sizes, widths and orientation will comport well with the neighborhood and modifying the lot sizes will not alter the essential character of the street or the neighborhood.

If you have any questions, please contact me

Respectfully,

Calvin A. Bernstein

Enc.

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 23-02-SD

Property Information

Site Address: 1415 Asbury

Owner Information

Name: Judy Lesnik

Address: 1415 Asbury

City, State, ZIP: Winnetka, IL

Email: judylesink@me.com

Primary Contact:

Phone No. (847) 708-3080

Date property acquired by owner:

Architect Information

Name: FWC Architects, Inc.

Primary Contact: Jim Chambers

Address: 2057-A Green Bay Road

City, State, ZIP: Highland Park, IL 60035

Phone No. 847-579-5200

Email: jim@fwcarchitects.com

Attorney Information

Name: Samuels & Bernstein

Primary Contact: Calvin Bernstein

Address: 484 Central Avenue

City, State, Zip: Highland Park, IL 60035

Phone No. 847-433-1980

Email: cbernstein@sambernslaw.com

Nature of any restrictions on property:

Brief explanation of variation(s) requested (attach separate sheet providing additional details): See attached

Property Owner Signature:

Date: 11/11/2022

VILLAGE OF WINNETKA, ILLINOIS

DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 23-02-SD

Property Information

Site Address: 1423 Asbury

VA2022-1240

Owner Information

Name: Judy Lesnik

Primary Contact:

Address: 1415 Asbury

Phone No. (847) 708-3080

City, State, ZIP: Winnetka, IL

Email: judylesink@me.com

Date property acquired by owner:

Architect Information

Name: FWC Architects, Inc.

Attorney Information

Name: Samuels & Bernstein

Primary Contact: Jim Chambers

Primary Contact: Calvin Bernstein

Address: 2057-A Green Bay Road

Address: 484 Central Avenue

City, State, ZIP: Highland Park, IL 60035

City, State, Zip: Highland Park, IL 60035

Phone No. 847-579-5200

Phone No. 847-433-1980

Email: jim@fwcarchitects.com

Email: cbernstein@sambornlaw.com

Nature of any restrictions on property:

Brief explanation of variation(s) requested (attach separate sheet providing additional details): See attached

Property Owner Signature

Date: 11/11/2022

VILLAGE OF WINNETKA
ZBA Application
Letter of Situation and Hardship
Dated: December 21, 2022

RE: 1415 and 1423 Asbury, Winnetka, Illinois

TO: Zoning Board of Appeals

1415 Asbury is the home of Judy Lesnik. Judy purchased 1415 Asbury in 2000 and she has maintained it as her family's home ever since. In 2016, Judy purchased the home next door (1423 Asbury). A few years back, 1423 Asbury sustained significant flood damage. Instead of demolishing that historic home, Judy now desires to restore it to its previous luster and eventually sell it. However, to do so while at the same time renovating and improving her existing non-conforming home at 1415 Asbury, requires us to seek the certain variances as set forth herein.

Renovating and improving 1415 Asbury presents many unique challenges. Although when it was constructed it complied with the existing zoning code, the zoning code was later amended creating the following three (3) now existing non-conformities:

1. Maximum Building Size.
2. Front Yard Setback.
3. Building Line Articulation.

In connection with the restoration of 1423 Asbury and the renovation of 1415 Asbury, Judy desires re-subdivide the properties again to modify the 1415 Asbury's lot area to allow for improved access to her existing garage at 1415 Asbury. Applications are currently on file seeking such a re-subdivision and for zoning variances at 1423 Asbury. If the re-subdivision is approved, the above three (3) existing non-conformities will remain at 1415 Asbury while the variance recently obtained for minimum required side yard relief will no longer be necessary.

1415 Asbury Variance Request

Maximum Building Size – The maximum permitted Gross Floor Area ("GFA") of new proposed 1415 Asbury is 4,300.51 sq. ft. 1415 Asbury's existing GFA is 7,986.43 square feet (under the existing lot size), 3,685.92 sq. ft over the maximum permitted. As proposed, although not changing the previous approved footprint, a variance will still be required due to the lot size modification.

Front Yard Setback – As proposed, no changes are intended so the existing non-conformity will remain unchanged.

Building Line Articulation – Again, as proposed, no changes are intended so the existing non-conformity will remain unchanged.

The improvements among many others that do not require a variance, will update and restore this home to accommodate a modern lifestyle while preserving the vision of the original architect.

Applying the standards set forth in the Code, the Zoning Board of Appeals should be able to make the following findings of fact based upon the evidence submitted herein and at the hearing:

1. Without the variance and the corresponding renovation, the property cannot yield a reasonable return. Without periodic updating, the existing home could lose its value. Currently, the owners are having difficulty entering and leaving the garage. Furthermore, the owner now desires to restore rather than demolish the home at 1423 Asbury which required us to reexamine the lot lines. Since the lot line will change again, certain variance will be required. Failure to update the current non-conforming important home could lead to it not yielding a reasonable return if permitted to be used only under the conditions set forth in the code.
2. Judy's plight is due to unique circumstances. The home is already existing non-conforming. The zoning code changed requiring the basement to be included in the GFA. But for that change, no GFA variance would be required. This situation contains unique challenges and makes it impossible to update the existing-non-conforming home without a variance. No additional footprint is requested over and above what was previously approved and the owner will be eliminating an existing legal non-conforming side yard encroachment. The physical surrounding of how the house is sited and the desire to preserve a historic home drive this request creating the unique situation, and the variations will alleviate the demonstrable and unusual hardship that exists. Furthermore, this hardship is not generally applicable to other property within the same zoning district. But for the site context and zoning change, the owners would be able to renovate the home without seeking a variance.
3. The variations sought herein will not be materially detrimental to the public welfare or injurious to other property in the neighborhood.
4. The home will not impair adequate supply of light and air to adjacent property nor would it increase congestion in the public streets or increase the danger of fire, nor would it endanger the public safety or substantially diminish or impair property values on the neighborhood.
5. This project will not negatively impact the taxable value of the land and buildings throughout the Village, instead it will improve them by making this property more valuable due to it being updated.
6. Since the encroachment and non-conformity already exists and the request does not increase the previously approved building footprint, granting the variances will not alter the essential character of the neighborhood. Finally, the proposed variations are in harmony with the spirit and intent of the code. The public health, comfort and welfare of the community will not be impacted by the improvements sought herein.

In sum, the intent here is to reduce the amount of the existing non-conformity. As

proposed, improving the existing non-conforming home, while at the same time restoring a historic home, helps maintain the essential character of the neighborhood.

1423 Asbury Variance Request

In order to restore 1423 Asbury while improving access to the 1415 Asbury's garage, the following variance is requested:

Side Yard Encroachment — The minimum side yard requirement is 6.625 feet. The combined minimum side yard is 14 feet. As proposed, the existing historic home will encroach 4.025 ft into the minimum side yard and 0.51 feet into the combined side yard setback.

Many of the other improvements needed to restore the home do not require a variance and except for the new garage and the removal of the existing garage, no changes will be made to the existing building footprint. Applying the standards set forth in the Code, the Zoning Board of Appeals should be able to make the following findings of fact based upon the evidence submitted herein and at the hearing:

1. Without the variance and the corresponding renovation, the property cannot yield a reasonable. Restoration of the historic home while same time improving 1415 Asbury requires Judy to seek the variances set forth herein. Failure to restore the existing historic home could lead to it not yielding a reasonable return if permitted to be used only under the conditions set forth in the code.
2. Judy's plight is due to unique circumstances. The historic home was significantly damaged which now requires a total restoration. In order to restore the home while at the same time providing improved access to 1415 Asbury, variances are required. No additional footprint is sought (except for removing and replacing the garage). The physical surrounding of how the house is sited and the desire to preserve a historic home drive this request creating the unique situation, and the variations will alleviate the demonstrable and unusual hardship that exists. Furthermore, this hardship is not generally applicable to other property within the same zoning district. But for the site context and zoning change, the owners would be able to restore the home without seeking a variance.
3. The variations sought herein will not be materially detrimental to the public welfare or injurious to other property in the neighborhood.
4. The home will not impair adequate supply of light and air to adjacent property nor would it increase congestion in the public streets or increase the danger of fire, nor would it endanger the public safety or substantially diminish or impair property values on the neighborhood.
5. This project will not negatively impact the taxable value of the land and buildings throughout the Village, instead it will improve them by making this property more valuable due to it being updated.
6. Granting the variance will not alter the essential character of the neighborhood. Finally, the proposed variation is in harmony with the spirit and intent of the code. The public health, comfort and welfare of the community will not be impacted by the

improvements sought herein.

In sum, the intent here is to preserve a historic home. As proposed, improving the existing non-conforming home (1415), while at the same time restoring a historic home (1423) helps maintain the essential character of the neighborhood.

Thank you for considering our request.



















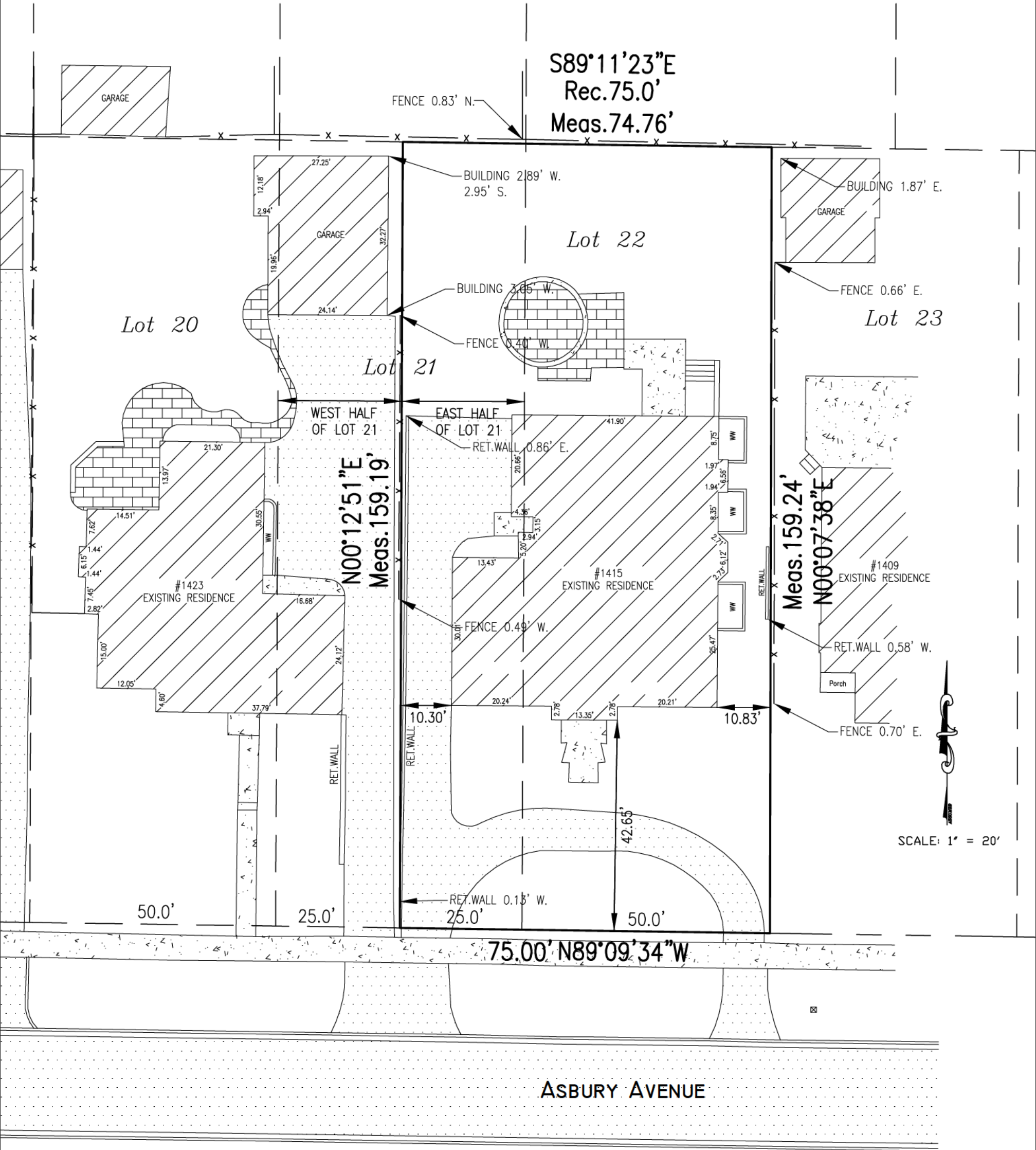




PLAT OF SURVEY

-OF-

LOT 22 AND THE EAST HALF OF LOT 21 IN CHICAGO NORTH SHORE LAND CO.'S SUBDIVISION, BEING A SUBDIVISION IN SECTION 17 & 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1891 AS DOCUMENT 3543526, ALL IN COOK COUNTY, ILLINOIS.



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

COMPARE YOUR POINTS BEFORE BUILDING BY THE SAME AND REPORT ANY DIFFERENCES IMMEDIATELY.

CHECK LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY. REFER TO TITLE POLICY OR VILLAGE ZONING CODE FOR POSSIBLE ADDITIONAL EASEMENTS OR BUILDING LINES NOT SHOWN HEREON.

DOLAND ENGINEERING, LLC
-CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING-
334 EAST COLFAX STREET, SUITE C
PALATINE, ILLINOIS 60067
(847) 991-5088
(847) 934-3427 FAX

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, JASON R. DOLAND, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED, UNDER MY SUPERVISION, IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

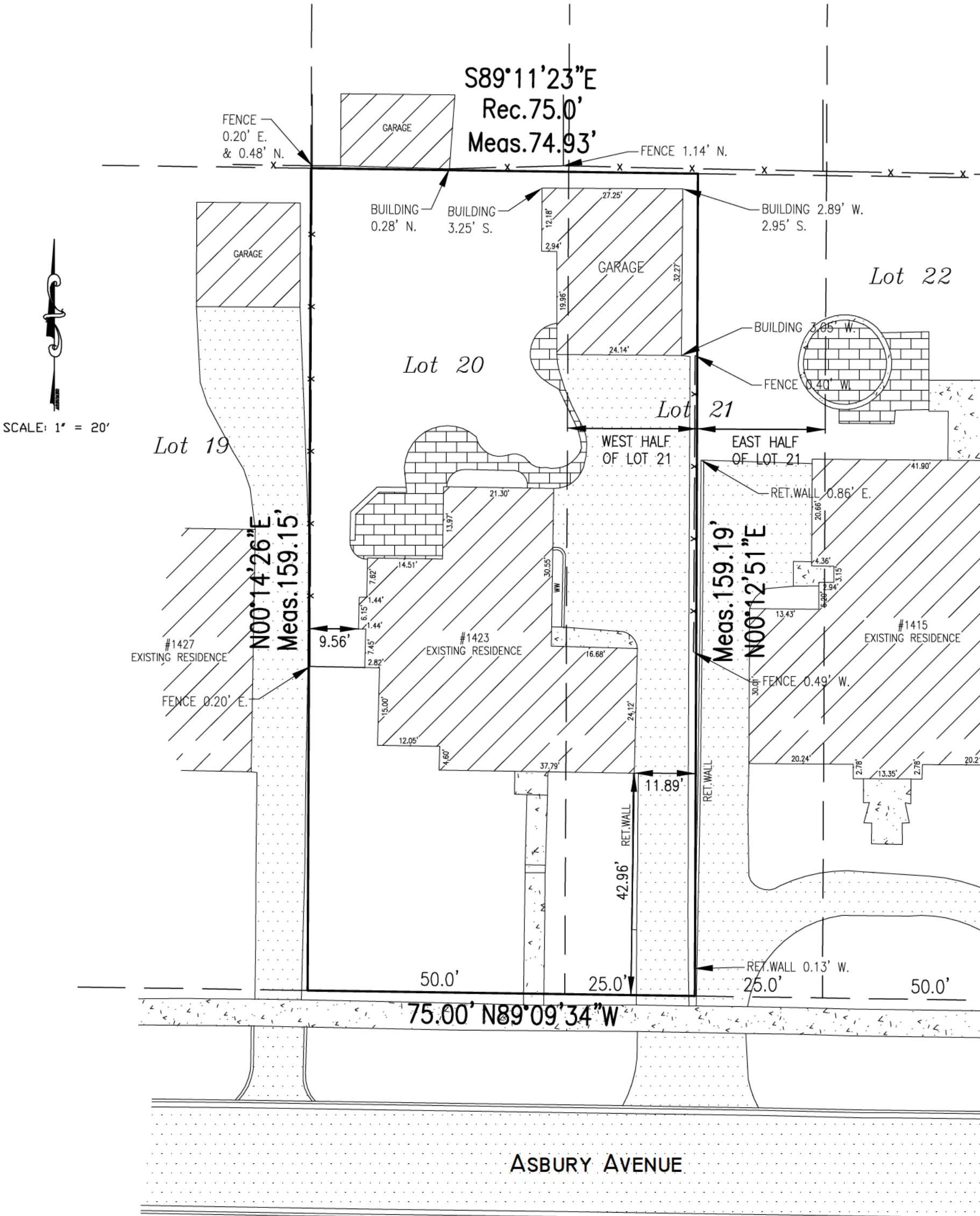
DATED AT PALATINE, ILLINOIS 07/23/19

ILLINOIS PROFESSIONAL LAND SURVEYOR

PLAT OF SURVEY

-OF-

LOT 20 AND THE WEST HALF OF LOT 21 IN CHICAGO NORTH SHORE LAND CO.'S SUBDIVISION, BEING A SUBDIVISION IN SECTION 17 & 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1891 AS DOCUMENT 3543526, ALL IN COOK COUNTY, ILLINOIS.



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

COMPARE YOUR POINTS BEFORE BUILDING BY THE SAME AND REPORT ANY DIFFERENCES IMMEDIATELY.

CHECK LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY. REFER TO TITLE POLICY OR VILLAGE ZONING CODE FOR POSSIBLE ADDITIONAL EASEMENTS OR BUILDING LINES NOT SHOWN HEREON.

DOLAND ENGINEERING, LLC
-CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING-
334 EAST COLFAX STREET, SUITE C
PALATINE, ILLINOIS 60067
(847) 991-5088
(847) 934-3427 FAX

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, JASON R. DOLAND, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED, UNDER MY SUPERVISION, IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DATED AT PALATINE, ILLINOIS 07/23/19

ILLINOIS PROFESSIONAL LAND SURVEYOR

Page 549 of 602

Professional Seal of Jason R. Doland, Illinois Professional Land Surveyor, No. 3546, Palatine, Illinois.

Tree Inventory/Action Plan										
Tree Description								Action		
Tag	Common Name	Scientific Name	Size	Cond.	Form	Notes		Remove	Root Prune	Crown Prune
1	Swamp White Oak	Quercus bicolor	28.25	4	3	Dieback				
2	Freeman Maple	Acer x freemanii	10	3	2	Basal decay				
3	Redbud	Cercis canadensis	7.6.5	3	2	Decay, dieback				
4	Beech	Fagus spp	8	1	1					
5	Magnolia	Magnolia spp.	6.5.5.4	1	2					
6	Serviceberry	Amelanchier canadensis	2.2.2.1.1.1.1	2	2					
7	Norway Maple	Acer platanoides	14	2	2	Exposed roots				
8	Japanese Tree Lilac	Syringa reticulata	7.4.4.2.1.1	1	1					
9	Mulberry	Morus alba	14	3	2	Dieback				
10	Green Ash	Fraxinus pennsylvanica	32	5	5	Trunk decay, dieback				
11	Norway Spruce	Picea abies	13	1	2					
12	Norway Spruce	Picea abies	7	3	3	Thin crown, overtopped				
13	Red Oak	Quercus rubra	23	4	4	Decay, dieback				
14	Norway Spruce	Picea abies	11	2	3	One sided				
15	Japanese Tree Lilac	Syringa reticulata	3.3.2	4	4	Dieback, overtopped				
16	Norway Spruce	Picea abies	9	2	3	Dieback, thin crown				
17	Norway Spruce	Picea abies	11	2	3	Dieback, one sided				
18	Norway Spruce	Picea abies	13	2	3	Dieback, one sided				

Tree Condition: A visual assessment and rating of the overall health and vigor of the tree, as follows:

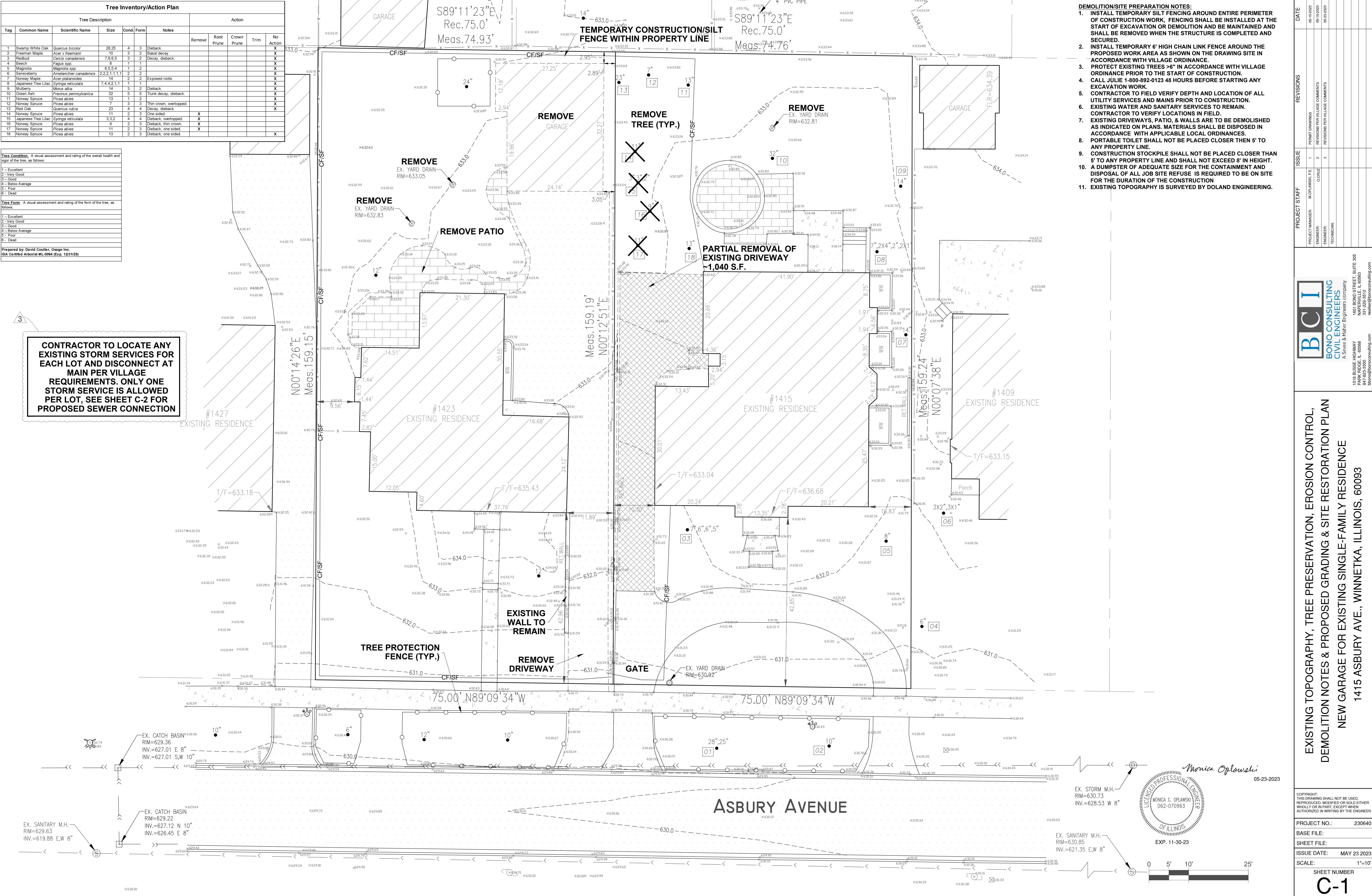
- 1 - Excellent
- 2 - Very Good
- 3 - Good
- 4 - Below Average
- 5 - Poor
- 6 - Dead

Tree Form: A visual assessment and rating of the form of the tree, as follows:

- 1 - Excellent
- 2 - Very Good
- 3 - Good
- 4 - Below Average
- 5 - Poor
- 6 - Dead

Prepared by: David Coulter, Onsite Inc.
ISA Certified Arborist #IL-0094 (Exp. 12/31/25)

CONTRACTOR TO LOCATE ANY EXISTING STORM SERVICES FOR EACH LOT AND DISCONNECT AT MAIN PER VILLAGE REQUIREMENTS. ONLY ONE STORM SERVICE IS ALLOWED PER LOT, SEE SHEET C-2 FOR PROPOSED SEWER CONNECTION



- DEMOLITION/SITE PREPARATION NOTES:
1. INSTALL TEMPORARY SILT FENCING AROUND ENTIRE PERIMETER OF CONSTRUCTION WORK, FENCING SHALL BE INSTALLED AT THE START OF EXCAVATION OR DEMOLITION AND BE MAINTAINED AND SHALL BE REMOVED WHEN THE STRUCTURE IS COMPLETED AND SECURED.
 2. INSTALL TEMPORARY 6' HIGH CHAIN LINK FENCE AROUND THE PROPOSED WORK AREA AS SHOWN ON THE DRAWING SITE IN ACCORDANCE WITH VILLAGE ORDINANCE.
 3. PROTECT EXISTING TREES 6" IN ACCORDANCE WITH VILLAGE ORDINANCE PRIOR TO THE START OF CONSTRUCTION.
 4. CALL JULIE 1-800-892-0123 48 HOURS BEFORE STARTING ANY EXCAVATION WORK.
 5. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION OF ALL UTILITY SERVICES AND MAINS PRIOR TO CONSTRUCTION.
 6. EXISTING WATER AND SANITARY SERVICES TO REMAIN. CONTRACTOR TO VERIFY LOCATIONS IN FIELD.
 7. EXISTING DRIVEWAYS, PATIO, & WALLS ARE TO BE DEMOLISHED AS INDICATED ON PLANS. MATERIALS SHALL BE DISPOSED IN ACCORDANCE WITH APPLICABLE LOCAL ORDINANCES.
 8. PORTABLE TOILET SHALL NOT BE PLACED CLOSER THEN 5' TO ANY PROPERTY LINE.
 9. CONSTRUCTION STOCKPILE SHALL NOT BE PLACED CLOSER THAN 5' TO ANY PROPERTY LINE AND SHALL NOT EXCEED 8' IN HEIGHT.
 10. A DUMPSTER OF ADEQUATE SIZE FOR THE CONTAINMENT AND DISPOSAL OF ALL JOB SITE REFUSE IS REQUIRED TO BE ON SITE FOR THE DURATION OF THE CONSTRUCTION
 11. EXISTING TOPOGRAPHY IS SURVEYED BY DOLAND ENGINEERING.

DATE	REVISIONS	PROJECT STAFF	ISSUE
05-10-2023	1. PERMIT DRAWINGS	PROJECT MANAGER	1. PERMIT DRAWINGS
05-15-2023	2. REVISIONS PER VILLAGE COMMENTS	ENGINEER	2. REVISIONS PER VILLAGE COMMENTS
05-25-2023	3. REVISIONS PER VILLAGE COMMENTS	ENGINEER	3. REVISIONS PER VILLAGE COMMENTS
		TECHNICIAN	

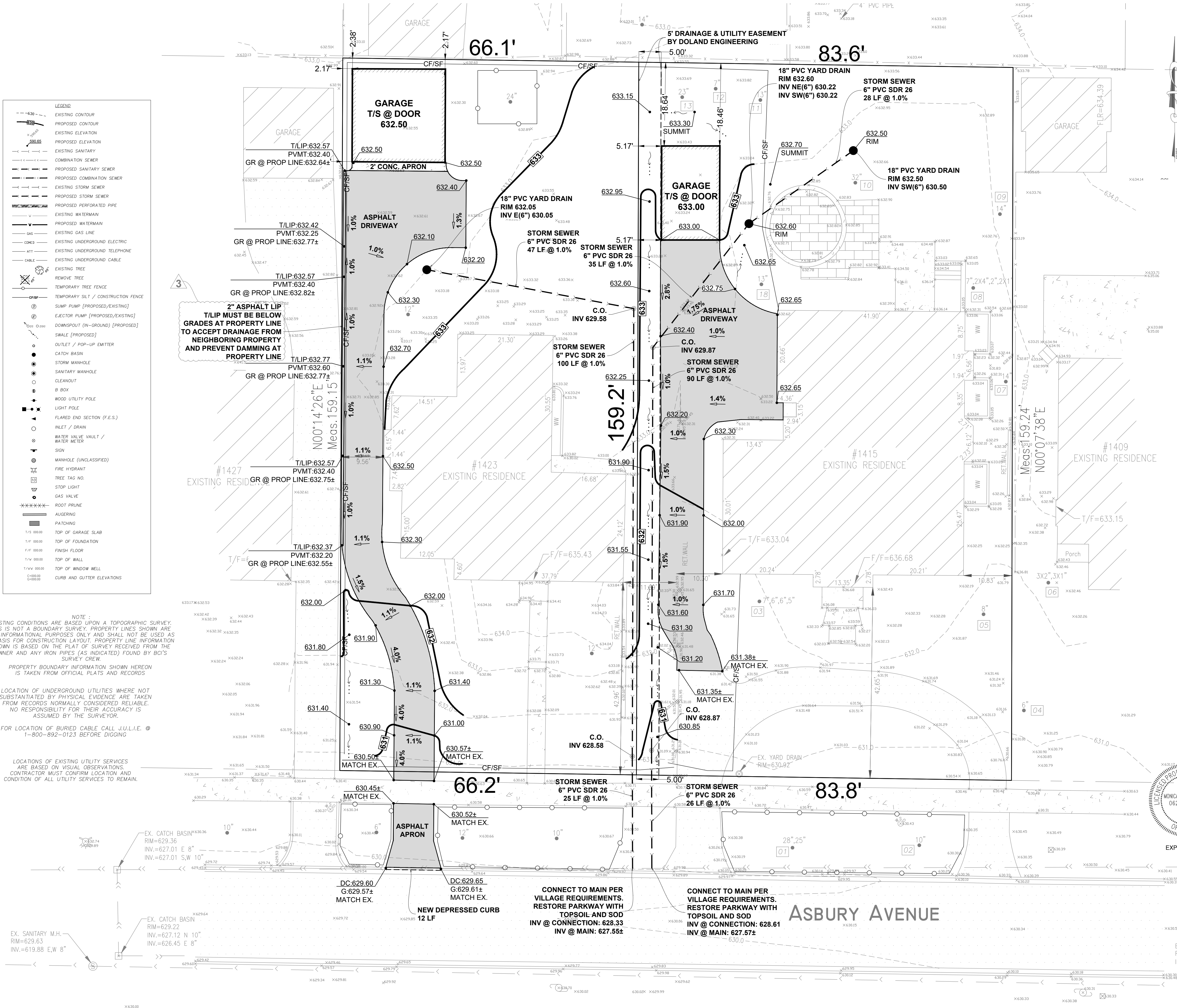
BCI
BONO CONSULTING
CIVIL ENGINEERS
A Seves & Maher Engineers company
1601 BOND STREET, SUITE 305
NAPERVILLE, IL 60563
1018 BUSSE HIGHWAY
PARK RIDGE, IL 60068
bbono@bonoconsulting.com
maher@sevesandmaher.com

EXISTING TOPOGRAPHY, TREE PRESERVATION, EROSION CONTROL,
DEMOLITION NOTES & PROPOSED GRADING & SITE RESTORATION PLAN
NEW GARAGE FOR EXISTING SINGLE-FAMILY RESIDENCE
1415 ASBURY AVE., WINNETKA, ILLINOIS, 60093

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WHOLLY OR IN PART, EXCEPT WHEN
AUTHORIZED IN WRITING BY THE ENGINEER.

PROJECT NO.: 230640
BASE FILE:
SHEET FILE:
ISSUE DATE: MAY 23 2023
SCALE: 1"=10'
SHEET NUMBER
C-1

Monica Oplawski
05-23-2023
EXP. 11-30-23
062-070963
OFFICIAL PROFESSIONAL ENGINEER
OF ILLINOIS



- GENERAL NOTES:
1. CALL JULIE 1-800-892-0123 48 HOURS BEFORE STARTING ANY EXCAVATION WORK.
 2. PROPOSED TOP OF NEW FOUNDATION IS SHOWN ON DRAWING. REFER TO ARCHITECTURAL PLANS FOR TOP OF FOUNDATIONS AT PORCHES AND PATIOS. COORDINATE WITH ARCHITECT FOR FOUNDATIONS AT DOOR STOPS. EXPOSED FOUNDATION SHALL BE MINIMUM OF 4" AND A MAXIMUM OF 8".
 3. A SPOT SURVEY IS REQUIRED TO BE APPROVED PRIOR TO FRAMING.
 4. PROPOSED GROUND ELEVATION AT FOUNDATIONS AS NOTED ON PLANS. PROPOSED ELEVATIONS ARE TOP OF SOD OR DRIVEWAY. FINISHED DIRT GRADE IN LAWN AREAS SHALL BE 2" BELOW TOP OF SOD. SLOPE AREA TO DRAIN AWAY FROM HOUSE.
 5. RUNOFF FROM ROOF OF NEW STRUCTURE TO BE COLLECTED BY GUTTERS, AND DIRECTED TO DOWNSPOUTS. DOWNSPOUTS SHALL SPLASH AT GRADE & NOT BE WITHIN 10' OF THE PROPERTY LINE.
 6. RE-ESTABLISH EXISTING YARD DRAINAGE PATTERNS AFTER CONSTRUCTION EXCEPT AS NOTED ON PLANS.
 7. REFER TO ARCHITECT'S SITE PLAN FOR PROPOSED STRUCTURE'S EXACT SETBACKS FROM PROPERTY LINES.
 8. REFER TO PLAT OF SURVEY FOR LOT DIMENSIONS AND DISTANCES FROM EXISTING STRUCTURES TO PROPERTY LINES.
 9. CONTRACTOR TO PROMPTLY REMOVE ANY EXCAVATED MATERIAL NOT REQUIRED FOR SITE BACKFILL.
 10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR OVERHEAD UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE VILLAGE AND THE OWNER, OR REPLACED.
 11. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THEIR EMPLOYEES AND OTHER WORKERS ON THE SITE. ANY OPEN EXCAVATIONS, OR POTENTIALLY DANGEROUS AREAS SHALL BE FENCED OR GUARDED IN AN ACCEPTABLE MANNER AT THE END OF EACH DAY FOR THE PROTECTION OF THE CONTRACTOR'S EMPLOYEES AND GENERAL PUBLIC SAFETY. BONO CONSULTING ASSUMES NO LIABILITY FOR CONSTRUCTION SITE SAFETY.
 12. CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY SOIL TRACKED ONTO THE ROAD AT THE END OF EACH DAY.
 13. CONTRACTOR IS RESPONSIBLE FOR COMPARING ENGINEER'S PLAN TO ARCHITECT'S PLAN. ANY DISCREPANCIES MUST BE CLARIFIED BY THE ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTION.
 14. CONTRACTOR TO IMPLEMENT PROPER SHORING MEASURES TO PREVENT SUBSIDENCE AND/OR DAMAGE TO ADJACENT PROPERTIES.
 15. ALL TRIBUTARY AREAS FROM ADJACENT PROPERTIES WILL CONTINUE TO DRAIN INTO THE SUBJECT PROPERTY AND THE CONTRACTOR WILL MAKE ANY FIELD ADJUSTMENTS NECESSARY TO ADHERE TO THIS REQUIREMENT.
 16. THE PAVEMENT ALONG ASBURY AVE. AND ANY OTHER STREET UTILIZED AS A CONSTRUCTION ROUTE BY THE CONTRACTOR SHALL BE PROTECTED FROM ANY DAMAGE. THE CONTRACTOR SHALL CLEAN THE PAVEMENT OF ALL CONSTRUCTION DIRT AND DEBRIS AT THE END OF EACH WORK DAY.
 17. TOPOGRAPHIC SURVEY BY DOLAND ENGINEERING.
 18. ALL BUILDING LAYOUTS SHOULD BE DONE BY A REGISTERED LAND SURVEYOR AFTER CONFIRMING THE PROPERTY CORNERS IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER PRIOR TO INITIATING CONSTRUCTION.
 19. AN AS-BUILT TOPOGRAPHIC SURVEY WILL BE REQUIRED PRIOR TO ISSUANCE OF OCCUPANCY CERTIFICATE.
 20. ANY PROPOSED DRAINAGE SWALE AND/OR INLET STRUCTURE WILL BE CONSIDERED MINOR AND BENEFICIAL TO THE OVERALL DRAINAGE PATTERN OF THE SITE.
 21. ALL PROPOSED DRAINAGE SWALES MUST HAVE SUFFICIENT DEPTH AND WIDTH TO DIRECT STORM WATER RUNOFF TO PROPOSED YARD INLETS. SWALES MUST BE AT LEAST 6" DEEP AND 2' WIDE AT THE BASE, WITH A MINIMUM OF 4:1 SIDE SLOPES.
 22. SWALES MUST MEET THE EXISTING GRADES AT THE PROPERTY LINES. THE FLOW LINE OF THE SWALE MUST BE BELOW THE EXISTING GRADE AT THE PROPERTY LINE. DAMMING OR DISPLACING STORM WATER ONTO NEIGHBORING PROPERTIES IS NOT ALLOWED.
 23. CONTRACTOR MUST REMOVE ALL EXCAVATED MATERIALS FROM THE SITE AS SOON AS POSSIBLE. DISTURBED AREAS AND BACKFILL STOCKPILES EXPOSED LONGER THAN 7 DAYS MUST BE PROTECTED AND PROPER SOIL EROSION AND SEDIMENT CONTROL MEASURES MUST BE INSTALLED.
 24. PLANTING, LANDSCAPING AND/OR MULCHING ALONG THE PROPERTY LINES THAT EFFECTIVELY CHANGE ELEVATIONS, CREATES A BERM AND/OR DISPLACES WATER AT THE PROPERTY LINE WILL NOT BE PERMITTED. LANDSCAPING/PLANTING FINISHED GRADES MUST BE AT THE EXISTING GRADE, OR LOWER ALONG THE PROPERTY LINES. LANDSCAPING PLANS MUST MEET AND COMPLY WITH THE APPROVED ENGINEERING AND GRADING PLAN FOR THE SITE.
 25. THIS PERMIT DOES NOT INCLUDE OR ALLOW LANDSCAPING THAT EFFECTIVELY CHANGES YARD ELEVATIONS OR EXISTING DRAINAGE PATTERNS, OTHER THAN THOSE SHOWN ON THE PLANS.

"THE PROPOSED GRADE CHANGES WILL NOT CAUSE SURFACE WATER RUNOFF TO BE DIVERTED ONTO OR DETAINED ON ABUTTING OR NEARBY PROPERTY. WILL NOT SIGNIFICANTLY ALTER EXISTING DRAINAGE PATTERNS AND WILL NOT INCREASE OR CONCENTRATE STORM WATER RUNOFF ONTO ABUTTING OR NEARBY PROPERTY."



Monica Oplawski
ENGINEER

05-23-2023
DATE

EXP. 11-30-23

EX. STORM M.H.
RIM=630.73
INV.=628.53 W 8"

EX. SANITARY M.H.
RIM=630.85
INV.=621.35 E,W 8"



DATE	REVISIONS	ISSUE	PROJECT STAFF
05-10-2023	1	PERMIT DRAWINGS	PROJECT MANAGER
05-15-2023	2	REVISIONS PER VILLAGE COMMENTS	ENGINEER
05-23-2023	3	REVISIONS PER VILLAGE COMMENTS	ENGINEER
			TECHNICIAN

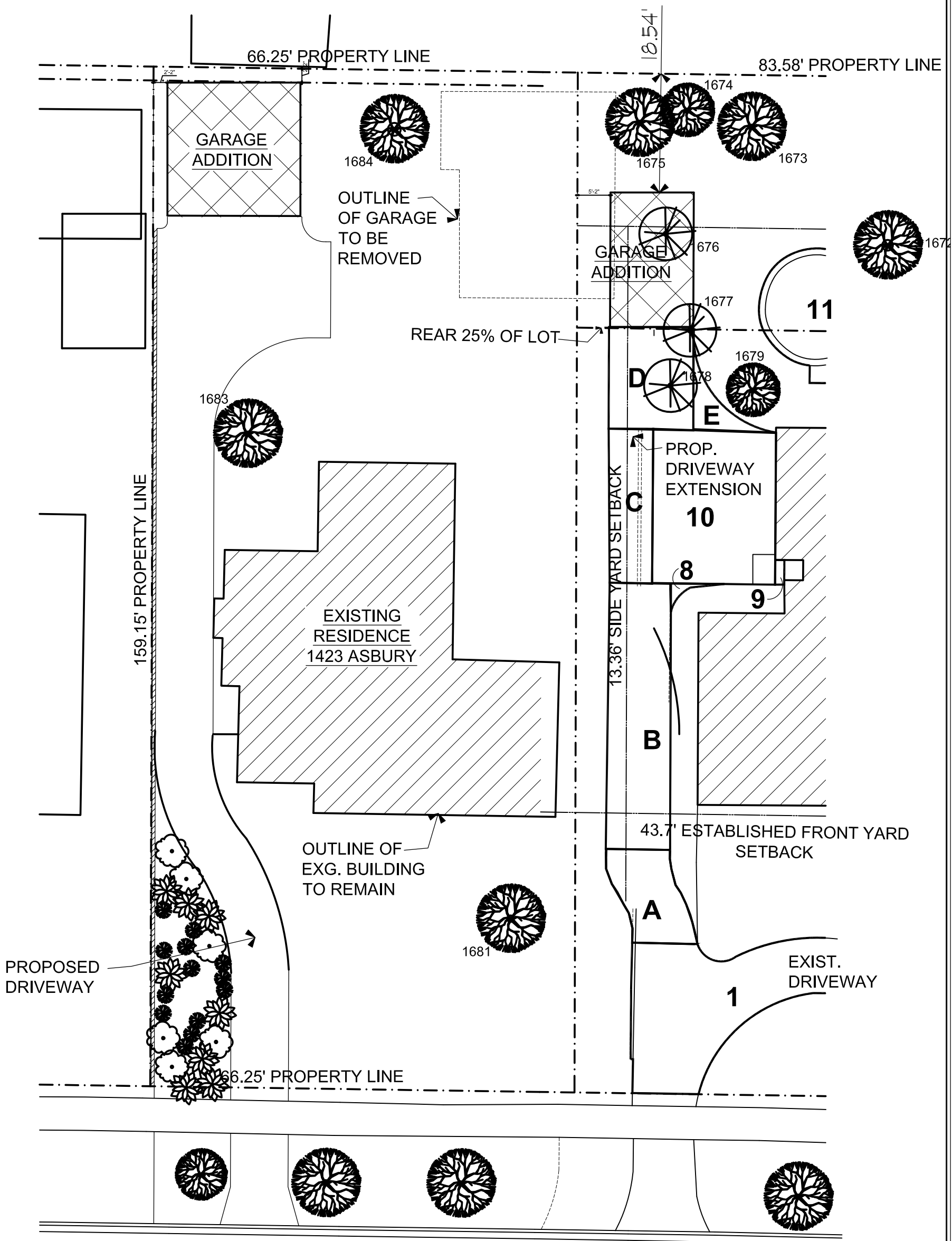
BCI
BONO CONSULTING
CIVIL ENGINEERS

A Sevee & Maher Engineers company
1601 BOND STREET, SUITE 305
NAPERVILLE, IL 60563
630.200.0000
info@bonoconsulting.com

PROPOSED GRADING & UTILITY PLAN
NEW GARAGE FOR EXISTING SINGLE-FAMILY RESIDENCE
1415 ASBURY AVE., WINNETKA, ILLINOIS, 60093

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AUTHORIZED IN WRITING BY THE ENGINEER.

PROJECT NO.: 230640
BASE FILE:
SHEET FILE:
ISSUE DATE: MAY 23 2023
SCALE: 1"=10'
SHEET NUMBER
C-2



PROPOSED SITE PLAN

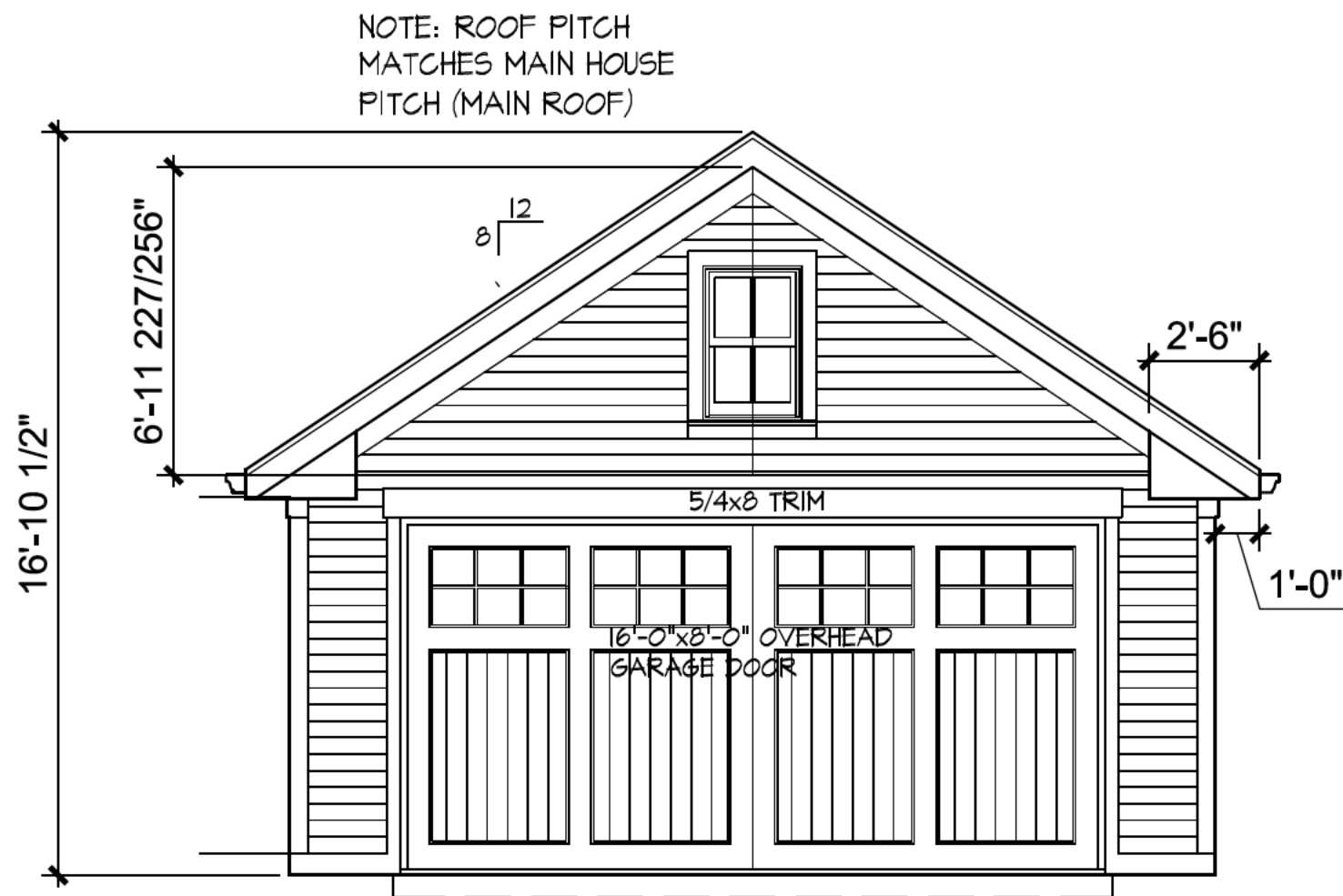
SCALE: 1" = 15'-0"



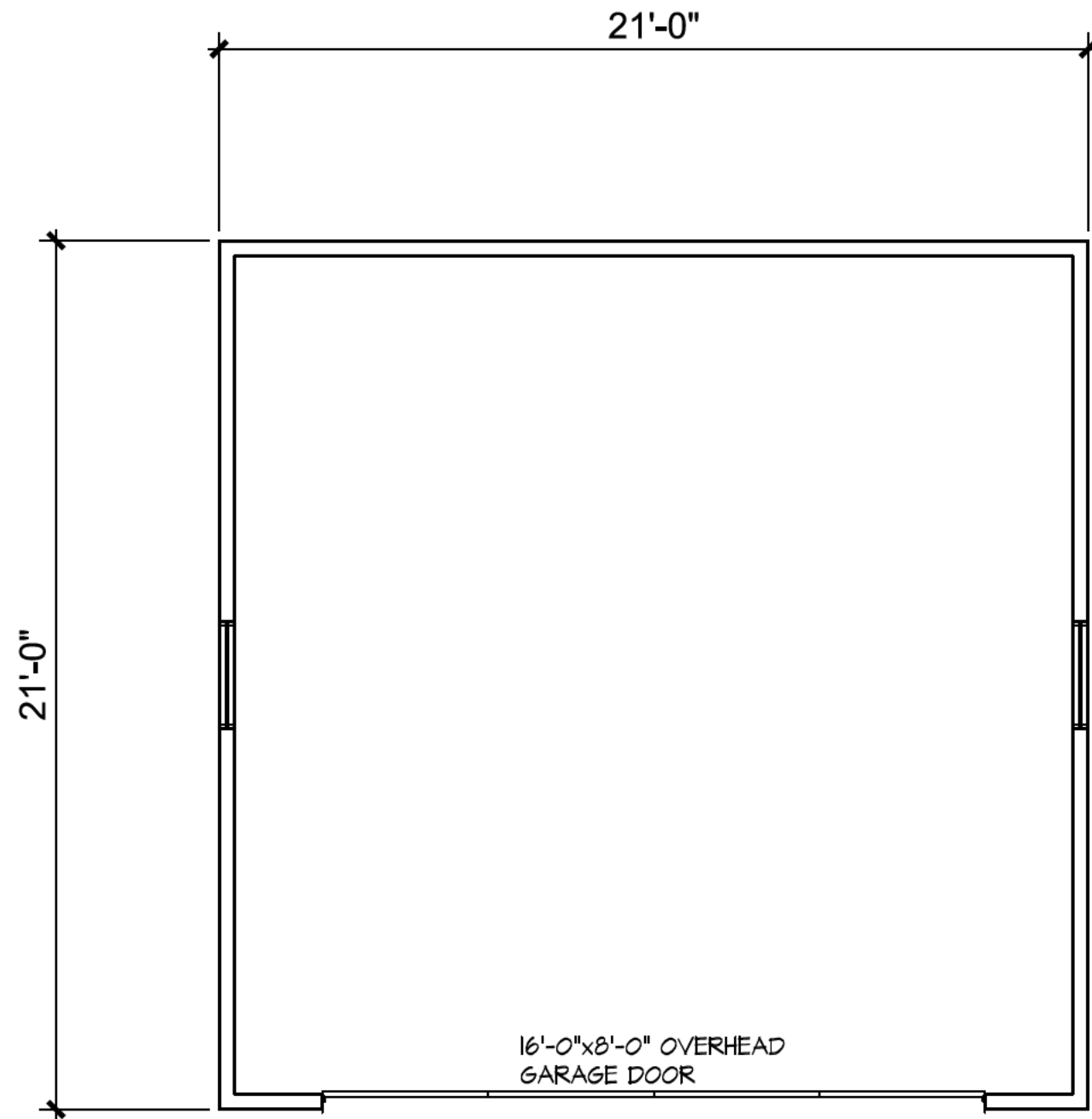
EXISTING TREE
TO REMAIN



TREE TO BE
REMOVED



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

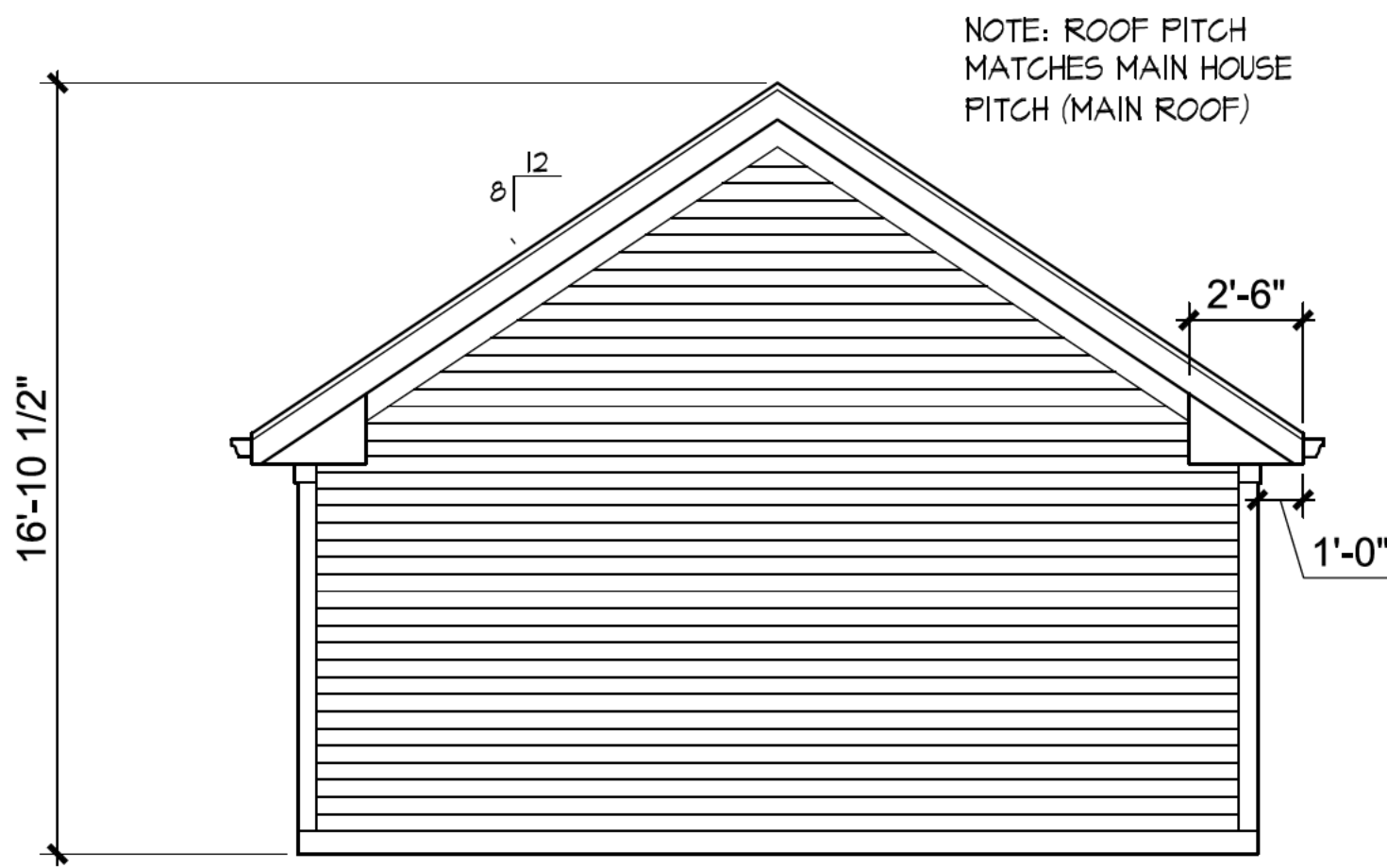


FWC ARCHITECTS, INC.
303 WAUKEGAN AVENUE
HIGHWOOD, ILLINOIS 60040
TEL : (847)579-5200

**LESNIK
RESIDENCE**

A New Remodel for:
Judy Lesnik
1423 ASBURY
WINNETKA, IL 60035

COMM. NO.
DATE:
2/23/23



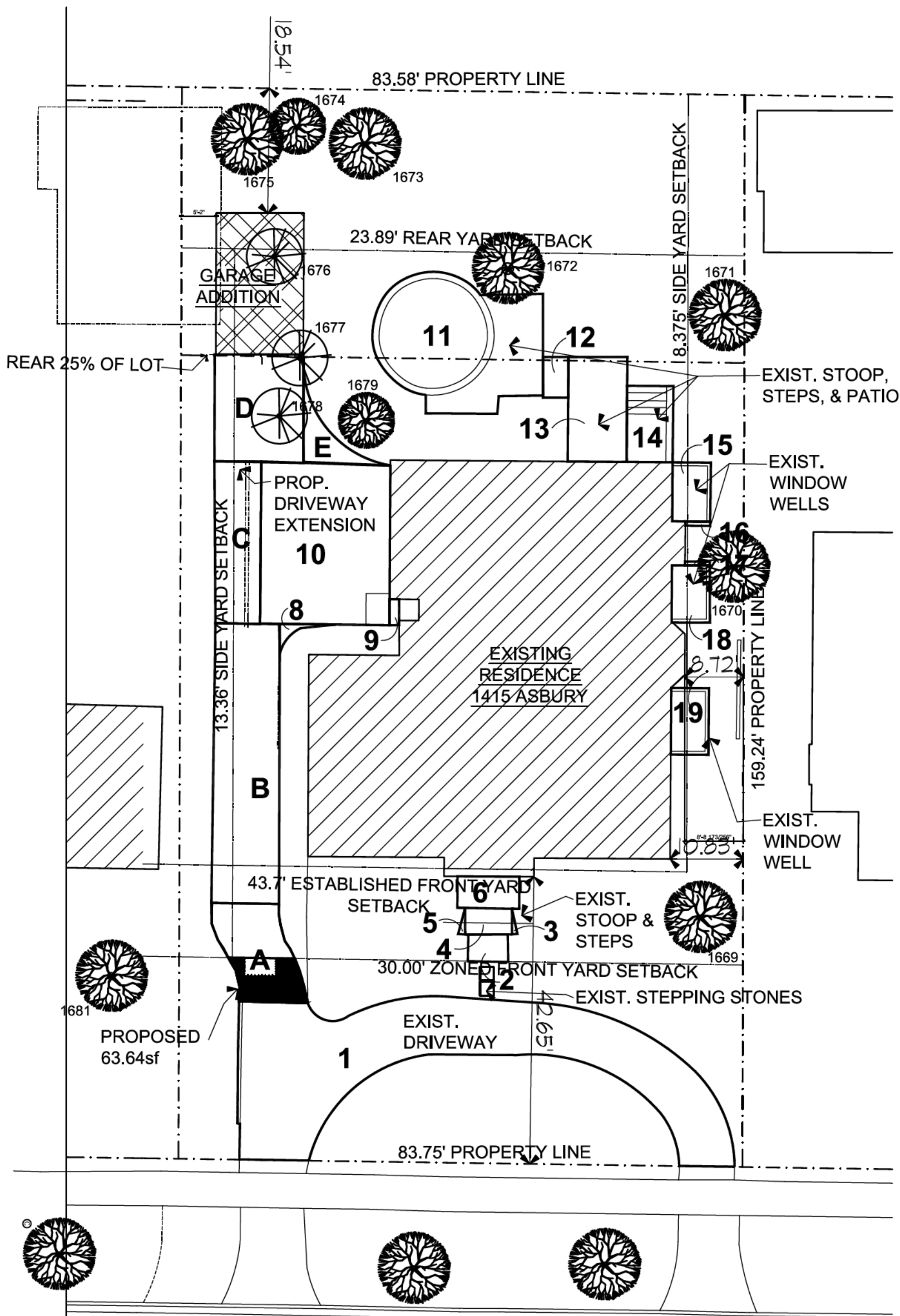
NOTE: ROOF PITCH
MATCHES MAIN HOUSE
PITCH (MAIN ROOF)

REAR ELEVATION
SCALE: 1/4" = 1'-0"



LEFT & RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

	FWC ARCHITECTS, INC. 303 WAUKEGAN AVENUE HIGHWOOD, ILLINOIS 60040 TEL : (847)579-5200	LESNIK RESIDENCE	A New Remodel for: Judy Lesnik 1423 ASBURY WINNETKA, IL 60035	COMM. NO. DATE: 2/23/23



PROPOSED SITE PLAN

SCALE: 1/16" = 1'-0"

EXISTING TREE TO REMAIN

TREE TO BE REMOVED

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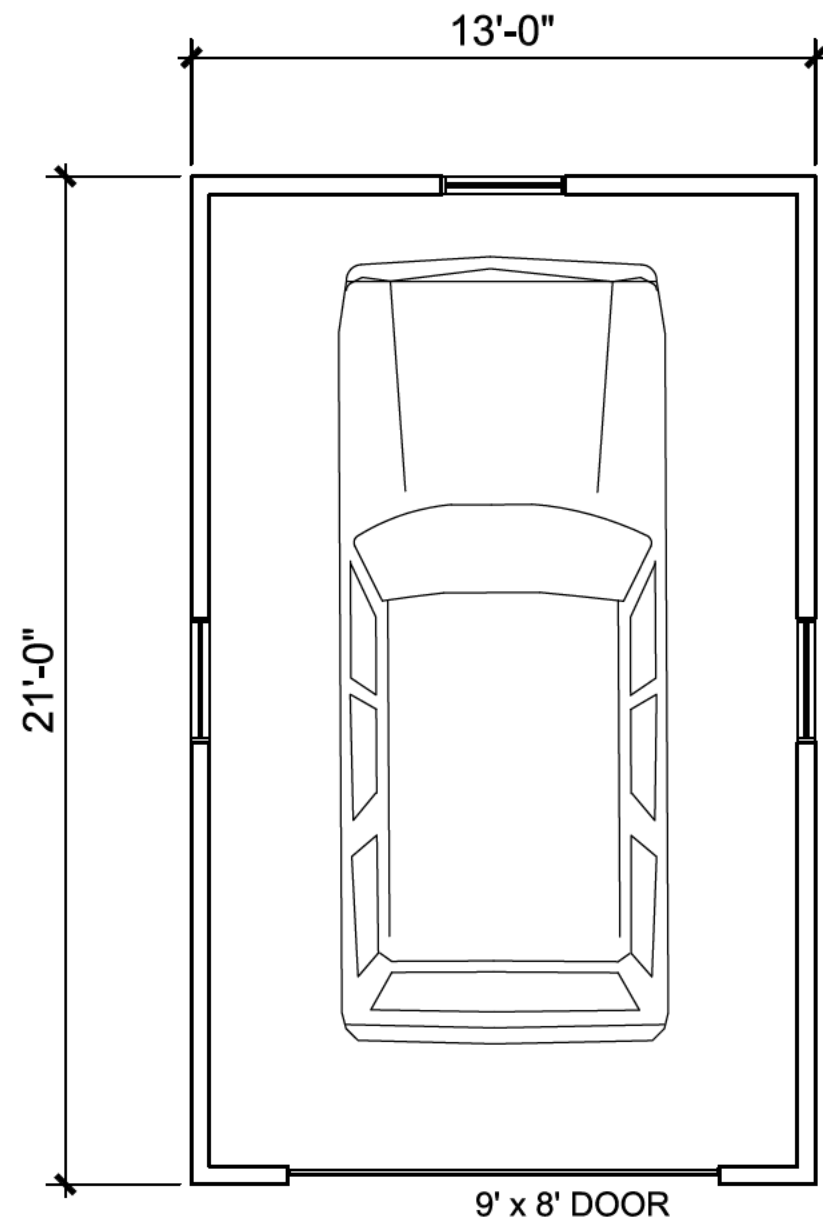
FWC ARCHITECTS, INC.
303 WAUKEGAN AVENUE
HIGHWOOD, ILLINOIS 60040
TEL : (847)579-5200

LESNIK RESIDENCE
Page 557 of 602

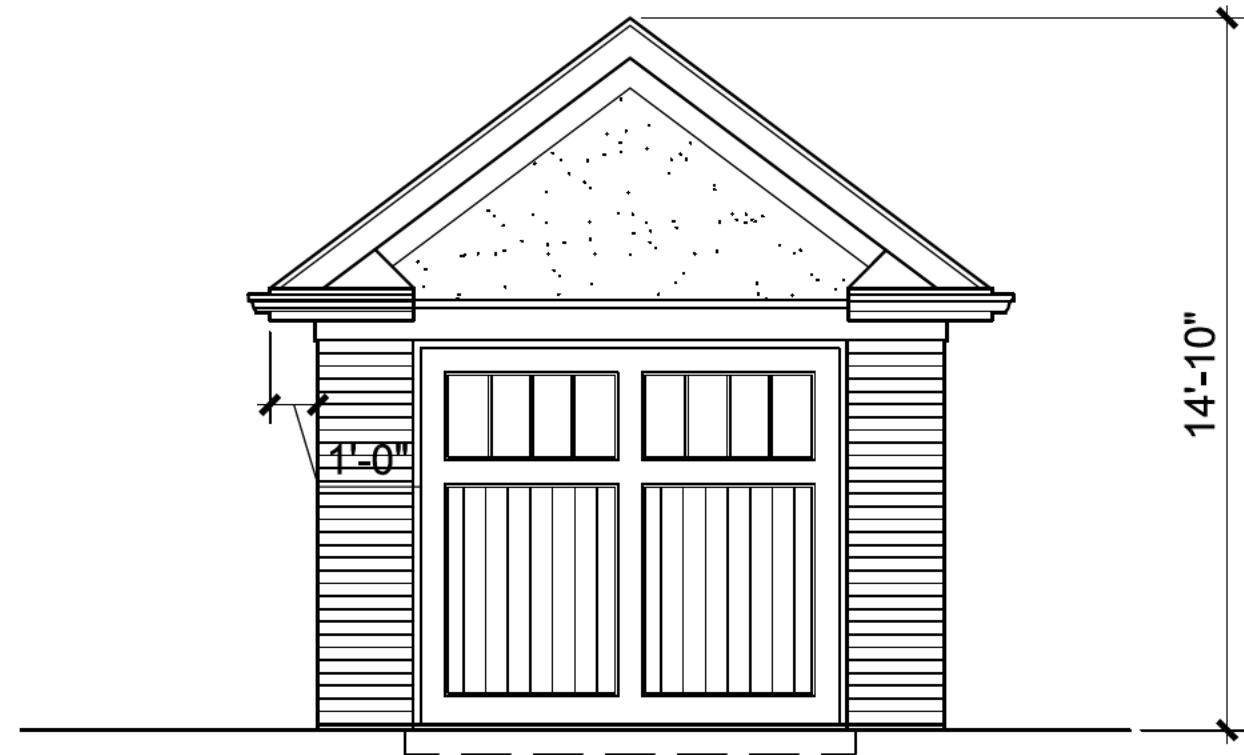
A New Remodel for:
Judy Lesnik
1415 ASBURY
WINNETKA, IL 60093

COMM. NO.
DATE:
2/24/23

	TREE SURVEY 1415 & 1423 ASBURY AVENUE				
TAG#	LOCATION	SPECIES	DBH	CONDITION	NOTES
No Tag	Parkway	Yellow Buckeye	6	Good	
No Tag	Parkway	Freeman Maple	12	Good	
No Tag	Parkway	Blue Beech	9	Fair	
No Tag	Parkway	Burr Oak	55	Good	
No Tag	Parkway	Freeman Maple	9	Good	
No Tag	SE Corner 1409	Elm	19	Poor	Neighbor's property
1669	SE Corner 1415	Magnolia	16	Good	
1670	East of 1415	Norway Maple	13	Good	
1671	1415 backyard, east property line	Mulberry	13	Good	
1672	Center of 1415 backyard	Green Ash	29	Fair	
1673	NW Corner 1415 Backyard	Norway Spruce	11	Good	
1675	NW Corner 1415 Backyard	Red Oak	21	Good	
1674	NW Corner 1415 Backyard	Norway Spruce	11	Good	
No Tag	North of 1415 garage, on neighbor property	Red Maple	13	Good	1418 Scott
1676	1415 backyard, west property line	Norway Spruce	8	Good	
1677	NW Corner of 1415	Norway Spruce	7	Good	
1678	NW Corner of 1415	Norway Spruce	8	Good	
1679	NW Corner of 1415	Norway Spruce	10	Good	
1680	SW Corner of 1415	Redbud	19	Good	
1681	SE Corner 1423	Blue Spruce	14	Fair	
1682	SW Corner 1423	River Birch	15	Poor	
1683	NW Corner of 1423	River Birch	23	Good	Double Trunk
1684	1423 Backyard	Burr Oak	28	Good	



FLOOR PLAN
SCALE: 1/4" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"

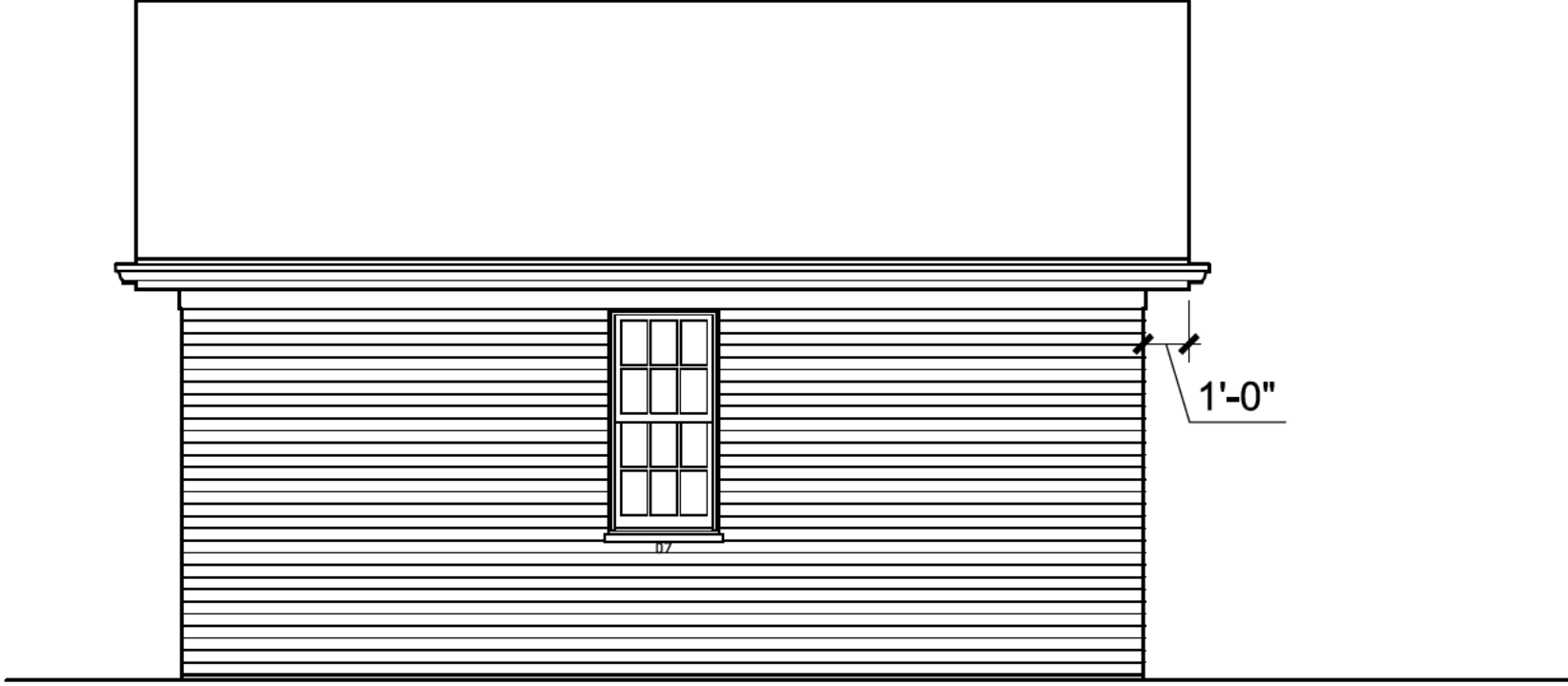
COMM. NO.
DATE:
2/8/23

A New Remodel for:
Judy Lesnik
1423 ASBURY
WINNETKA, IL 60035

**LESNIK
RESIDENCE**

FWC ARCHITECTS, INC.
303 WAUKEGAN AVENUE
HIGHWOOD, ILLINOIS 60040
TEL : (847)579-5200





LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



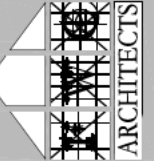
RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

COMM. NO.
DATE:
2/8/23

A New Remodel for:
Judy Lesnik
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HIGHWOOD, ILLINOIS 60040
TEL : (847)579-5200



LESNIK RESUBDIVISION II

A RESUBDIVISION OF LOTS 1 AND 2 IN LESNIK RESUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDAIN, IN COOK COUNTY, ILLINOIS.

SURVEYOR

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, JASON R. DOLAND, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 AND 2 IN LESNIK RESUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDAIN, IN COOK COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY IS LOCATED IN WINNETKA, COOK COUNTY, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN, AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE, AS HERETOFORE AND HEREFTER AMENDED.

I FURTHER CERTIFY, BASED UPON THE FLOOD INSURANCE RATE MAP No. 17031C0232J, WITH EFFECTIVE DATE OF 08/19/08 THAT SAID PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

I HEREBY PERMIT A REPRESENTATIVE OF THE VILLAGE OF WINNETKA, IL TO RECORD THIS DOCUMENT.

DATED AT PALATINE, ILLINOIS THIS ____ DAY OF _____, 20____

REGISTERED ILLINOIS LAND SURVEYOR

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

WE, _____ AND _____, HEREBY CERTIFIES THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON, AND HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN FOR THE USES AND PURPOSES THEREIN SET FORTH.

THIS ____ DAY OF _____, 20____

OWNER'S SIGNATURE ADDRESS:

OWNER'S SIGNATURE ADDRESS:

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, _____, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT

_____, AND _____, OWNERS OF THE PROPERTY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS HIS FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 20____

NOTARY PUBLIC

VILLAGE OF BOARD OF TRUSTEES

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

THIS ____ DAY OF _____, 20____

VILLAGE PRESIDENT, WINNETKA, IL VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE VILLAGE OF WINNETKA PLAN COMMISSION.

AT A MEETING HELD THE ____ DAY OF _____, 20____

CHAIR SECRETARY

SUBMITTED BY AND RETURN PLAT TO:

VILLAGE OF WINNETKA
DEPARTMENT OF COMMUNITY DEVELOPMENT
510 GREEN BAY ROAD
WINNETKA, ILLINOIS 60093

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, VILLAGE COLLECTOR OF THE VILLAGE OF WINNETKA, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREON THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT OF CONSOLIDATION.

THIS ____ DAY OF _____, 20____

VILLAGE COLLECTOR

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED THIS ____ DAY OF _____, 20____ BY THE VILLAGE OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

VILLAGE ENGINEER

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED THIS ____ DAY OF _____, 20____ BY THE DIRECTOR OF THE WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

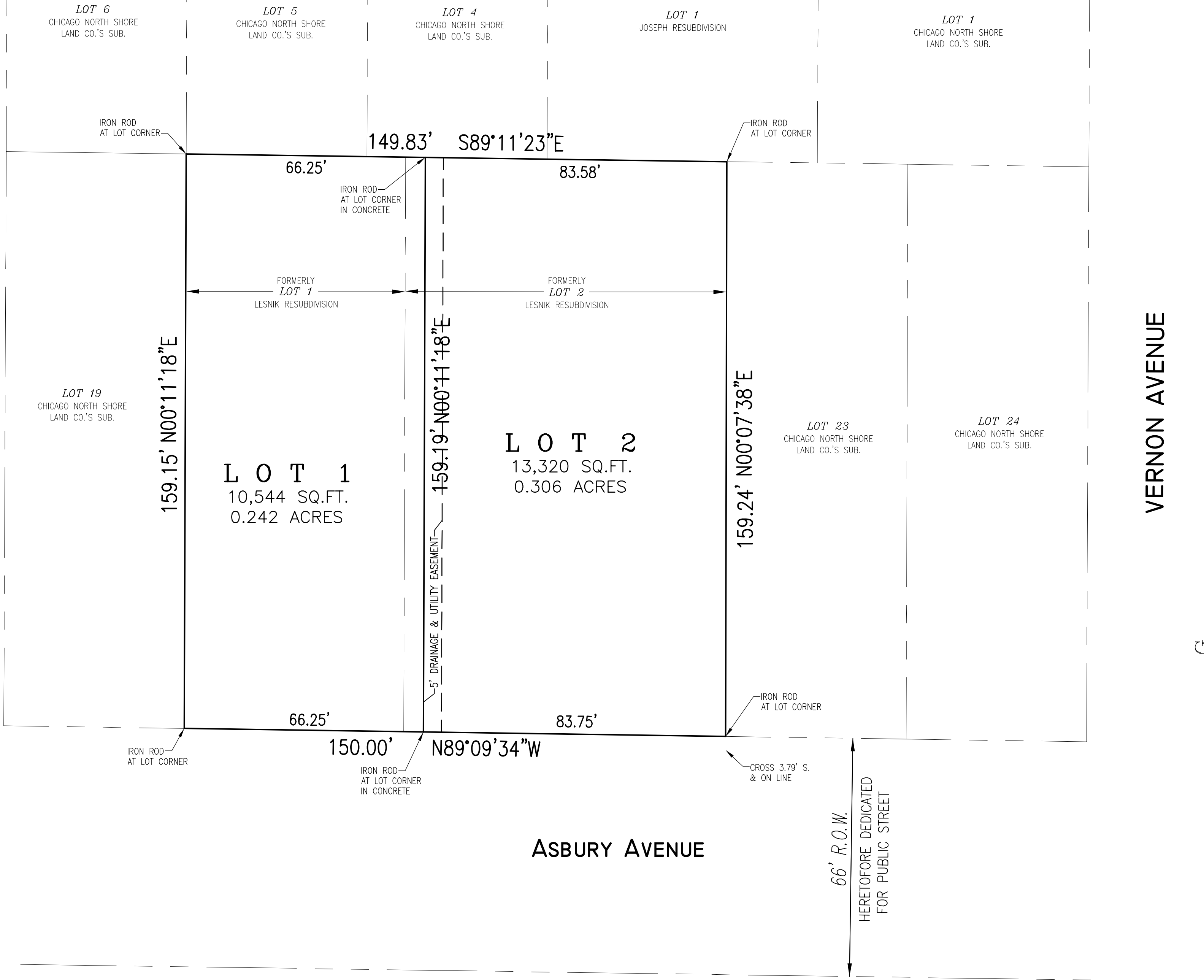
WATER AND ELECTRIC DIRECTOR

EASEMENT PROVISIONS

A PERMANENT, NON-EXCLUSIVE EASEMENT FOR LOTS 1 AND 2 WITH DRAINAGE IS HEREBY RESERVED FOR AND PROVIDED ON THE WESTERLY 5-FEET OF LOT 2 AS SHOWN HEREON. THIS EASEMENT ON LOT 1 IS FOR THE BENEFIT OF BOTH LOT 1 AND 2.
THE MAINTENANCE OF THIS DRAINAGE EASEMENT IS THE RESPONSIBILITY OF LOT 2. NO ALTERATIONS THAT WOULD OBSTRUCT OR INTERFERE WITH THE DRAIAGE ARE ALLOWED WITHIN SAID EASEMENT. IF THE OWNER OF LOT 2 FAILS TO MAINTAIN THE DRAINAGE, THEN THE VILLAGE SHALL HAVE THE RIGHT, BUT OBLIGATION, TO PERFORM ANY NECESSARY WORK OR REPAIRS TO RESTORE THE DRAINAGE FUNCTION WITHIN THE EASEMENT.

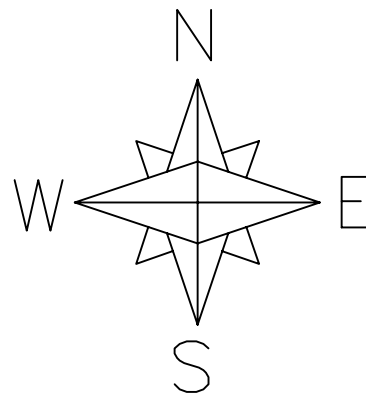
A PERMANENT, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS AND TO THEIR SUCCESSORS AND ASSIGNS, IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "DRAINAGE & UTILITY EASEMENT" ON THE ATTACHED PLAT OF SUBDIVISION FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTION, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING SWALES, DITCHES, STORM SEWERS, AND ANY AND ALL MANHOLES, PIPES, CONNECTIONS, CATCH BASINS, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATION AS MAY BE REQUIRED FOR DRAINAGE, AND STORM WATER STORAGE IN THE ATTACHED PLAT FOR THE NECESSARY PERSONAL AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK. THE RIGHT IS ALSO HEREBY GRANTED TO THE VILLAGE TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SUCH FACILITIES, IN ON, UPON, OR, ACROSS, UNDER OR THROUGH SAID EASEMENTS. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SOME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS, PROVIDED, HOWEVER, THAT SUCH USE OF SAID EASEMENTS SHALL NOT CONFLICT OR INTERFERE WITH THE DRAINAGE IMPROVEMENTS AND ANY CONFLICTS IN USE SHALL BE SUBJECT TO THE APPROVAL OF THE VILLAGE.

ATTACHMENT B



EXISTING PROPERTY P.I.N'S

05-18-217-020-0000
05-18-217-019-0000



SCALE: 1"=20'

OCTOBER 06, 2022
Rev. FEBRUARY 07, 2023
FEBRUARY 24, 2023

PREPARED BY:
DOLAND ENGINEERING, LLC
-CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING-
334 EAST COLFAX STREET, SUITE C
PALATINE, ILLINOIS 60067
(847) 991-5088
(847) 934-3427-FAX

ATTACHMENT C

From: [REDACTED]
To: [Ann Klaassen](#)
Cc: [REDACTED]
Subject: 1423 Asbury driveway relocation - input from 1427 Asbury (Katie And Corey Minturn)
Date: Tuesday, March 21, 2023 10:12:04 PM

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

To whom it may concern:

We are the residents of 1427 Asbury Avenue. We are not able to be at Wednesday's meeting as we are out of town on Spring Break.

We have two concerns with the proposed driveway relocation plans for 1423 Asbury Avenue that we have discussed with the owner Judy Lesnik.

1) We believe it would be advantageous for the values of both properties to have a plantable, green space area in between the two driveways in the front yard portion of the two homes. Judy has agreed to this, as well. This is not currently reflected on the proposed 1423 site plan.

2) We would like our existing fence on the east side of our property (which we rebuilt in late 2011 and was permitted by the village) to remain in the location it is now and not be affected by the proposed new driveway plan at 1423 Asbury. Judy has agreed to this as well, but upon seeing the submitted plans for this meeting, we are concerned about the proposed "curb" in between the two properties and how that might affect our fence.

It is our expectation that the proposed 1423 site plan and storm water plan will be revised and updated to reflect these concerns that we've discussed with Judy.

Sincerely,

Katie And Corey Minturn
[REDACTED]

ATTACHMENT D

Minutes adopted 10.12.2020

WINNETKA ZONING BOARD OF APPEALS EXCERPT OF SEPTEMBER 14, 2020, MEETING MINUTES

Zoning Board Members Present:

Matt Bradley, Chairman
Sarah Balassa
Kimberly Handler
Lynn Hanley
Mike Nielsen
Max Weigandt

Zoning Board Members Absent:

E. Gene Greable

Village Staff:

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

Case No. 20-07-SD: 1415 and 1423 Asbury Avenue: An application submitted by Judy Lesnik seeking approval of a Final Plat of Subdivision and zoning variations to allow a two-lot resubdivision of 1415 Asbury Avenue and 1423 Asbury Avenue and construction of a detached garage on proposed lot 2 (1415 Asbury Avenue). The requested zoning variations would: (a) permit the existing residence and proposed detached garage at 1415 Asbury Avenue to exceed the maximum permitted building size (GFA); and (b) permit the existing residence at 1415 Asbury Avenue to observe less than the minimum required side yard setback from the east property line. The Village Council has final jurisdiction on this request.

Ms. Klaassen stated Judy Lesnik, owner of both properties, filed an application seeking final plat approval to relocate the lot line between the properties and allow construction of a detached garage at 1415 Asbury and outlined the zoning relief being requested. She then described the subject properties and their respective zoning. Ms. Klaassen informed the Board the applicant resides at 1415 Asbury and acquired 1423 Asbury in 2016 and plans to demolish the home and garage at 1423 Asbury. She stated the applicant then planned to subdivide the parcels by relocating the lot line 15 feet to the west with the new lots of record measuring 9,550 square feet and 14,315 square feet respectively with plans to construct a detached garage at 1415 Asbury. Ms. Klaassen went on to describe the change to lot size requirements as a result of the resubdivision along with consideration for nonconformities. She identified the nonconformity created by the proposed subdivision in Table 3 in connection with an average lot width increase. Ms. Klaassen also described the size of the existing home at 1415 Asbury with the proposed garage and the net GFA increase. She noted the home complied with the zoning regulations at the time it was built since the basement space was not included in GFA calculations. Ms. Klaassen identified two existing nonconformities which would remain as a result of the resubdivision.

Ms. Klaassen stated the Plan Commission would also review the request at their next meeting along with the demolition permit to be considered by the LPC. She stated the applicant would also be required to submit a site restoration plan for the 1423 Asbury parcel along with permits and plans for the proposed garage, all of which would be reviewed by the Village's Engineering Department. Ms. Klaassen informed

1 the Board one email was received which would be read into the record.

2 Ms. Klaassen then stated the Board is to consider whether the requested variations meet the standards
3 for granting such variations and following public comment and Board discussion, a Board Member may
4 make a recommendation to the Village Council with a draft motion provided on page nos. 9 and 10 of the
5 agenda report. She then asked if there were any questions.
6

7 Ms. Hanley asked if the Board is to recommend approval for the plat and variation for the proposed garage
8 together. Ms. Klaassen confirmed that is correct which included a GFA variation for the proposed garage.
9 Chairman Bradley questioned the one inch side yard variation and asked if the lot line could be moved so
10 there would be no need for a variance. Ms. Klaassen stated the applicant can respond but it may be due
11 to complying with minimum lot width requirement for 1423 Asbury.
12

13 Mr. Norkus allowed Cal Bernstein, attorney for the applicant, David Dote and James Chambers of FWC
14 Architects, into the meeting. Chairman Bradley swore in those speaking to this matter.
15

16 Cal Bernstein stated the home at 1415 Asbury is nonconforming due to the zoning change where the
17 basement is now counted into GFA. He stated they are proposing to reduce the nonconformity by making
18 the lot bigger with a GFA decrease of 9%. Mr. Bernstein stated the driving force behind the request related
19 to the existing garage which measured 19x19 feet. He stated there is no room for storage and it is difficult
20 to enter through the driveway. Mr. Bernstein stated a new driveway would be built making the turning
21 radius easier to access the garage. He stated a detached garage would allow them to park two normal size
22 vehicles with space for storage. Mr. Bernstein then stated the unique circumstance related to the home's
23 siting creating the side yard issue.
24

25 James Chambers stated he would speak with regard to the placement and design of the proposed garage
26 with the initial intent to push it as far in the setback as would be allowed. He then stated that would force
27 the removal of important trees. Mr. Chambers stated they also considered moving it forward which would
28 result in less impervious area and would be more efficient which is the best option and is the best in terms
29 of drainage. He then stated with regard to the design, it would have the same roof pitch, gable, trim and
30 brick as the 1415 Asbury home. Mr. Bernstein informed the Board that Mr. Dote assisted with the figure
31 calculations and reiterated the two issues of GFA and side yard for the Board to consider. He informed
32 the Board the home at 1423 Asbury has to be torn down due to the casualty in the home. Mr. Bernstein
33 also stated there would be no change to the neighborhood character and the request would extend the
34 home's usefulness and function. He then asked if there were any questions.
35

36 Chairman Bradley also asked if there were any questions. He stated the packet showed the existing lot
37 and GFA existing nonconformity with the new lot having the larger number at 57% in terms of the variance
38 request and asked for confirmation that the GFA figure would be reduced as a result of the resubdivision.
39 The applicants confirmed that is correct. Chairman Bradley then stated with regard to the side yard, the
40 variation is a result of having a compliant proposed lot 1. Mr. Bernstein confirmed that is correct.
41 Chairman Bradley asked if moving the lot line creating a 61 foot and 59 foot variance did not destroy the
42 variation on the side yard. Mr. Bernstein stated he did not have the information in terms of the calculation.
43 Mr. Dote stated he would have to look up the zoning ordinance and formula. Chairman Bradley stated the
44 Board is not to look at the need for a rear garage which would require an extra 200 feet of GFA and asked
45 why they are considering this request now as opposed to later. Mr. Bernstein stated the development is
46
47

1 being done in its totality and the applicant wants to have a functional garage and may go in a different
2 direction if the request to have a functional garage is not allowed.

3 Ms. Klaassen stated the request before Board included the proposed garage and a draft motion was
4 provided which the Board can amend, as necessary. Ms. Hanley asked if the standards still have to be met
5 for the garage and Ms. Klaassen confirmed that is correct.

6
7 Mr. Bernstein stated with regard to the garage standards, in connection with reasonable return, in having
8 a functional two car garage, reasonable return cannot otherwise be achieved which is why the lot is being
9 enlarged. He reiterated the zoning code changed since the home was built with the basement being
10 included in the GFA calculation. Mr. Bernstein stated the garage would be in the back and would not be
11 seen from the street noting the neighbor is in support of the application. Ms. Handler stated one item
12 mentioned in the application is that there would be better access to the existing garage. Mr. Bernstein
13 confirmed that is correct. Ms. Handler then stated doing the subdivision alone would improve garage
14 functionality. Mr. Bernstein stated even if access is improved, the garage is not usable for two cars. Mr.
15 Chambers stated the need for the owner from the beginning was to have a usable two car garage.

16
17 Chairman Bradley asked for confirmation that the addition of a detached garage in the rear is being done
18 as a very expensive way of securing a property to the west and subdividing the property to provide garage
19 access. Mr. Bernstein confirmed that is correct and added the applicant does not want to move and wants
20 a functional garage. Chairman Bradley asked if there were any other questions. Ms. Hanley asked if
21 consideration was given to not adding a two car garage and adding a shed. Mr. Chambers stated that
22 option was not considered and the existing garage is very substandard noting there would only be 20
23 inches between the vehicle and wall in the current garage. Ms. Hanley asked if they considered a one car
24 garage addition. Mr. Chambers responded that was not discussed.

25
26 Chairman Bradley asked if there were any other questions. No additional questions were raised at this
27 time. He then stated they would hear public comment. Ms. Klaassen noted one email was received which
28 she read into the record from Kevin Gazley, 1418 Scott Avenue, in support of the application. Mr.
29 Chambers confirmed the drainage and grading program would address water issues. Mr. Norkus allowed
30 Caller Keith into the meeting. No comments were made at this time. Chairman Bradley noted any potential
31 public comment before adjournment would be included in the record. He then closed public comment
32 and asked the applicants if there were any technical issues in terms of their presentation. The applicants
33 confirmed there were no difficulties.

34
35 Ms. Handler stated she would be in support of the subdivision which would create a larger lot for one of
36 the largest homes in the neighborhood as well as to solve access for the existing two car garage. She then
37 stated she would not support the request for another two car garage which did not meet the standards.
38 Ms. Handler stated there are no unique circumstances which did not relate to the home but for the
39 applicant's use. She added a four car garage would be extremely unusual and would change the
40 neighborhood character as well as the addition of another 200 square feet which would have been
41 otherwise compliant in 1999.

42
43 Mr. Weigandt agreed with the lot extension and questioned what would be done to the smaller lot after
44 the home is demolished. Chairman Bradley responded it would be a legally compliant lot. Mr. Weigandt
45 then stated a four car garage is extreme and would agree with the subdivision but not the garage. Mr.
46 Nielsen agreed with Ms. Handler's comments relating to the subdivision. Ms. Balassa agreed with the
47 comments made in support of the subdivision but not the garage. Ms. Hanley agreed with the comments
48 made and stated she would recommend approval of the existing GFA negating the garage additional

1 square footage. Chairman Bradley stated he would be in favor of recommending approval compelled by
2 the fact the subdivision creates a lower amount of nonconformity although it would add 200 square feet
3 to accommodate the garage. He then stated a home this size deserved a suitable garage and the existing
4 garage did not meet that. Chairman Bradley then referred to the change of the zoning laws changing the
5 conformity of an otherwise compliant home. He also stated the side yard variation is de minimus due to
6 the location of the lot line. Chairman Bradley then referred to the benefits outlined. Ms. Hanley stated for
7 the record the Board is not being petty in terms of the side yard request and stated it is not necessary to
8 increase the nonconformity if they did not have to. Chairman Bradley stated the garage is a unique
9 circumstance and referred to the architect's testimony that the garage is not standard size.

10
11 Ms. Balassa asked the home was purchased in 2000. Ms. Klaassen responded the home was built by a
12 builder. Mr. Bernstein confirmed the applicant purchased the home in 2000. Ms. Balassa referred to the
13 size of the small garage and stated there are too many moving parts to the request in asking for an
14 additional two car garage and commented a home this size did not require it. She then stated the request
15 did not meet the standards due to the garage size as well as setting a bad precedent.

16
17 Chairman Bradley stated they are looking at a motion against recommending approval to the Village
18 Council and stated the applicant can continue the matter based on the commentary and come back to
19 the Board or allow the Board to vote now with a vote against an approval recommendation noting the
20 Village Council has final jurisdiction. He also stated a motion can be made for approval with a
21 recommendation with regard to GFA for the 1415 Asbury lot with a recommendation for approval for the
22 side yard setback with the concession that the option would not be favorable to the applicant. Mr.
23 Bernstein referred to the option of increasing the lot size making it the largest lot in the neighborhood
24 which represented one issue. He then stated he would have to consult with his client and asked for the
25 request to be continued to the October meeting. Ms. Handler noted combining this lot would not be out
26 of character for the neighborhood since there are other large lots in the neighborhood.

27
28 Chairman Bradley then asked for a motion to continue Case No. 20-07-SD for 1415 and 1423 Asbury to
29 the October 12, 2020 meeting. A motion was made by Ms. Hanley and seconded by Mr. Nielsen. A vote
30 was taken and the motion unanimously passed:

31 AYES: Balassa, Bradley, Handler, Hanley, Nielsen, Weigandt

32 NAYS: None

33
34 Mr. Schoon confirmed if new information or testimony is presented at the October meeting, public
35 comment would have to be reopened.

**WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF OCTOBER 12, 2020, MEETING MINUTES**

Zoning Board Members Present:

Matt Bradley, Chairman
E. Gene Greable
Kimberly Handler
Mike Nielsen
Max Weigandt

Zoning Board Members Absent:

Sarah Balassa
Lynn Hanley

Village Staff:

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

Continued from the September 14, 2020 meeting – Case No. 20-07-SD: 1415 and 1423 Asbury Avenue: An amended application submitted by Judy Lesnik seeking approval of a Final Plat of Subdivision and a zoning variation to allow a two-lot resubdivision of 1415 Asbury Avenue and 1423 Asbury Avenue and construction of a detached garage on Proposed Lot 2 (1415 Asbury Avenue). The requested zoning variation would permit the existing residence and proposed detached garage at 1415 Asbury Avenue to exceed the maximum permitted building size (GFA). The Final Plat of Subdivision has been amended to eliminate the previously requested zoning variation to observe less than the minimum required side yard setback from the east property line. The Village Council has final jurisdiction on the request.

Ms. Klaassen stated by amending the proposed plat of resubdivision, the applicant eliminated the request to reduce the side yard setback from the east property line to less than the minimum required side yard setback. The Board is to make a recommendation to the Village Council regarding the variation requested to exceed the maximum permitted GFA. She then described the revision to the plat of resubdivision on the parcels with the dividing line and explained the shift in the lot line designations. Ms. Klaassen then referred to the resulting east side yard setback measurement. She also stated the plans for the proposed detached garage have been revised reducing its square footage.

Ms. Klaassen referred the Board to Table 3 outlining the current and proposed zoning setback requirements of the proposed two lots as well as Table 4 identifying the building size requirements for the current and proposed lots. She then referred to the calculations resulting in the net GFA increase of 2,571 square feet (56%). Ms. Klaassen described how the existing improvements excluding the garage would exceed the GFA of the proposed lot area by 2,439 square feet (53%) and described the reduction in the degree of nonconformity GFA for 1415 Asbury. She then outlined how the basement area of the home is now counted due to the ordinance change in connection with how GFA is calculated. Ms. Klaassen informed the Board that the Plan Commission's consideration of the subdivision request was continued to October 28, at the applicant's request, after hearing the Board's comments and concerns at the last ZBA meeting. She also stated the applicant submitted a demolition permit for 1423 Asbury and the LPC would consider the application at its November 2 meeting. Ms. Klaassen noted one email received in connection with the request would be read into the record.

Ms. Klaassen then stated the Board is to consider whether the GFA request meets the standards for granting the variation and following public comment and Board discussion, a Board Member may make a motion to

1 the Village Council with a draft motion provided on page 7 of the agenda packet. She then asked if there
2 were any questions.

3
4 Chairman Bradley also asked if there were any questions. Ms. Handler asked how the net increase in GFA
5 was calculated in terms of the garage removal. Ms. Klaassen responded the existing garage at 1423 Asbury
6 is not a shared garage and does not play a part in the calculation for the 1415 Asbury parcel. She then stated
7 if the property were not subdivided, the existing garage would be on the 1423 Asbury parcel and would be
8 removed if the subdivision request is approved. No additional questions were raised at this time.

9
10 Mr. Norkus allowed the applicants, Cal Bernstein, David Dote, Jim Chambers and Keith Jacobs, into the
11 meeting. Chairman Bradley then swore in those speaking to this matter. Cal Bernstein referred to the existing
12 garage on the 1423 Asbury parcel which has nothing to do with the calculations for the 1415 Asbury parcel.
13 He then stated they filed for a demolition application for the 1423 Asbury noting the home is uninhabitable.
14 Mr. Bernstein stated if the request is approved, the smaller one car garage would be visible from the street
15 on the 1415 Asbury parcel and the 1423 Asbury garage would be removed. He noted there will only be one
16 garage door as opposed to two garage doors facing the street.

17
18 Mr. Bernstein stated the existing garage at 1415 Asbury is not functional as a two-car garage due to elevation
19 changes inside the garage and stairways. He then stated after the September discussion, the Board
20 recommended the elimination of the side yard setback encroachment, which they have done. Mr. Bernstein
21 also stated the Board asked for consideration of a one car garage as opposed to a two-car garage, which was
22 done along with the elimination of the request for side yard setback relief.

23
24 Jim Chambers described the location of the proposed garage noting it would also reduce the amount of
25 impermeable surface. He also stated they considered a minimally sized one car garage which would have
26 the same design, roof pitch and gable details as the home. Mr. Chambers informed the Board in terms of the
27 calculations, the overage amount would remain the same as if it were a 400 square foot detached garage
28 and the garage was reduced in response to the Board's concerns.

29
30 Mr. Bernstein informed the Board there is a significant amount of reduction in the nonconformity with this
31 application with the garage having a minimal impact on the existing nonconformity. He then stated in
32 connection with the standards relating to unique circumstances and altering the character of the community,
33 the zoning ordinance changed since the home was constructed rendering the home noncompliant. Mr.
34 Bernstein also stated the existing attached garage is undersized and is unable to operate as a two-car garage
35 which constitutes unique circumstances. He then stated regarding the neighborhood, there are several two-
36 car garages in rear yards which face the street and having a one car garage facing the street would result in
37 less bulk on the street. Mr. Bernstein then asked if there were any questions.

38
39 Chairman Bradley also asked if there were any questions. No questions were raised at this time. Ms. Klaassen
40 read an email from Kevin Gazely, 1418 Scott, in support of the application into the record. Mr. Schoon
41 confirmed there are no members of the public to comment. Chairman Bradley then called the matter in for
42 discussion.

43
44 Mr. Greable stated he was impressed by the applicant correcting the flaws of the application and he is in
45 support of the request. Ms. Handler stated the proposal solved a lot of the issues and she would move to
46 recommend approval of the variations while commenting on the attractiveness of the proposal and
47 reduction in the number of garage bays on the street. Mr. Weigandt and Mr. Nielsen stated they are also in
48 support of the request.

1 Chairman Bradley stated he is also in support of the request after the applicant's consideration of the Board's
2 comments from the previous meeting along with the elimination of one of the variances requested. He
3 agreed the standards have been met with the benefit of the positive changes on the proposed lot 1.
4 Chairman Bradley then asked for a motion to recommend approval of the GFA variance as noted on page 7
5 of the agenda materials. A motion was made by Mr. Weigandt and seconded by Mr. Greable to recommend
6 approval of the variation. A vote was taken, and the motion unanimously passed:

7 AYES: Bradley, Greable, Handler, Nielsen, Weigandt

8 NAYS: None

9
10 ***



VILLAGE OF WINNETKA

Incorporated in 1869

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, do hereby certify that I am the duly appointed, qualified and Deputy Village Clerk of the Village of Winnetka, Cook County, Illinois (the "Village") and as such officer I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the Council (the "Village Council") thereof.

I do further certify that attached hereto is a full, true, and complete copy of an Ordinance entitled:

ORDINANCE NO. M-4-2021

AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND GRANTING A VARIATION FROM THE WINNETKA ZONING ORDINANCE (1415 and 1423 Asbury Avenue)

Adopted by the Winnetka Village Council on January 5, 2021.

I do further certify that the deliberations of the Council on the adoption of said Ordinance were taken openly; that the vote on the adoption of said Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice of said meeting; that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended; and that the Council have complied with all of the applicable provisions of said Act, their procedural rules and the Village charter in the adoption of said Ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this 7th day of 2021.

[SEAL]

By: 
Kristin Kazenas
Deputy Village Clerk

510 Green Bay Road, Winnetka, Illinois 60093

**VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS**

ORDINANCE NO. M-4-2021

**AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION
AND GRANTING A VARIATION FROM THE WINNETKA ZONING
ORDINANCE
(1415 and 1423 Asbury Avenue)**

PASSED AND APPROVED by the
President and Board of Trustees
of the Village of Winnetka,
Cook County, Illinois, this
5th day of January, 2021.

PUBLISHED IN PAMPHLET FORM
by authority of the President
and Board of Trustees of the
Village of Winnetka, Cook
County, Illinois, this 8th day of
January, 2021.

ORDINANCE NO. M-4-2021

**AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND
GRANTING A VARIATION FROM THE WINNETKA ZONING ORDINANCE
(1415 and 1423 Asbury Avenue)**

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

WHEREAS, Judy Lesnik ("*Applicant*"), is the record title owner of the adjoining parcels of real property commonly known as 1423 Asbury Avenue ("*Lot 1*"), and 1415 Asbury Avenue ("*Lot 2*"), each measuring approximately 11,933 square feet, in Winnetka, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (Lots 1 and 2 are, collectively, the "*Subject Property*"); and

WHEREAS, the Subject Property is located within the R-5 Single Family Residential District of the Village ("*R-5 District*"); and

WHEREAS, the Subject Property consists of three lots of record created by the Chicago North Shore Company's Subdivision ("*Prior Plat*"); and

WHEREAS, the Applicant desires to relocate the property line between Lot 1 and Lot 2 approximately 14.2 feet to the west, and resubdivide Lots 20, 21, and 22 of the Prior Plat into two new lots of record ("*Proposed Subdivision*"); and

WHEREAS, the Applicant further desires, upon approval of the Proposed Subdivision, to demolish the improvements on Lot 1, and construct a detached garage in the northwest corner of Lot 2 ("*Proposed Garage*"); and

WHEREAS, pursuant to Section 17.30.040 of the Zoning Ordinance, Lot 2 in the Proposed Subdivision may not exceed 4,523.79 square feet in gross floor area; and

WHEREAS, the Proposed Garage, together with the existing improvements on Lot 2, would total 7,095.56 square feet in gross floor area, in violation of Section 17.30.040 of the Zoning Ordinance; and

WHEREAS, Lot 2 currently has a legal nonconforming front yard setback of 42.65 feet and a legal nonconforming front yard lot coverage of approximately 924.73 square feet (collectively, "*Legal Nonconformities*"); and

WHEREAS, the Applicants filed an application with the Village for: (i) approval of a final plat of subdivision for the Proposed Subdivision ("*Final Plat*"); and (ii) a zoning variation from Section 17.30.040 of the Zoning Ordinance to increase allowable gross floor area of Lot 2 by 2,571.77 square feet ("*Variation*") (collectively, the "*Requested Relief*"); and

WHEREAS, on September 23, 2020, after due notice thereof, the Winnetka Plan Commission held a public hearing on the proposed Final Plat, which public hearing was continued to October 28, 2020; and

WHEREAS, pursuant to Section 16.12.010.D.4 of the Winnetka Village Code, as amended, the Plan Commission determined that the Legal Nonconformities, in the context of the proposed Final Plat, would not result in a material increased adverse impact upon the public health, safety, or welfare; and

WHEREAS, on October 28, 2020, the Plan Commission, by a vote of six members in favor and none opposed, recommended that the Council of the Village of Winnetka ("**Village Council**") approve the Final Plat; and

WHEREAS, on September 14, 2020, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Variation, which public hearing was continued until October 12, 2020, and, by a vote of five members in favor and none opposed, recommended that the Village Council approve the Variation; and

WHEREAS, while Lot 2 will remain nonconforming to the Zoning Ordinance, pursuant to Section 16.12.010(D) of the "Winnetka Village Code of 1999," as amended ("**Village Code**"), such nonconformities, in the context of the Requested Relief, will not result in a material increased adverse impact upon the public health, safety or welfare; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve the Requested Relief, subject to and in strict accordance with the terms and conditions of this Ordinance;

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Subject to and contingent upon the conditions set forth in Section 4 of this Ordinance, and pursuant to Sections 16.04.030 and 16.08.010 of the Subdivision Ordinance and the Village's home rule authority, the Village Council hereby approves the Final Plat, prepared by Doland Engineering, LLC, and consisting of one sheet, with a latest revision date of September 23, 2020, attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

SECTION 3: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variation from Section 17.30.040 of the Zoning Ordinance is hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

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

- A. **Compliance with Subdivision Ordinance.** The approvals granted in Section 2 and 3 of this Ordinance are subject to and conditioned upon compliance with, and the inclusion of all of the information on the Final Plat required by Chapter 16.08 of the Subdivision Ordinance.
- B. **Compliance with Plans.** The development, use, and maintenance of the Proposed Garage on the Subject Property must be in general accordance with the plans prepared by FWC Architects, Inc., consisting of seven (7) sheets, prepared on September 24, 2020, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority), copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit C ("Plans")**.
- C. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Subdivision and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- D. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, Ordinances, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 5: EXECUTION OF FINAL PLAT. The Village Council hereby authorizes and directs the Village President and the Village Clerk, upon satisfaction of the conditions set forth in Section 4 of this Ordinance, to execute and attest, on behalf of the Village, the Final Plat.

SECTION 6: RECORDATION OF FINAL PLAT. Upon execution of the Final Plat by the Village President and the Village Clerk, as provided in Section 5 of this Ordinance, the Village Clerk is hereby directed to cause the Final Plat to be recorded in the office of the Cook County Recorder of Deeds.

SECTION 7: RECORDATION OF ORDINANCE; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of their heirs, representatives, successors, and assigns.

SECTION 8: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition

to all other remedies available to the Village, the approvals granted in Section 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 and 3 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 9: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 10: 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 11: EFFECTIVE DATE.

A. This Ordinance will be in full force and effect from and after its passage and approval as provided by law.

B. The Approvals set forth in Sections 2 and 3 of this Ordinance will be effective only upon: (i) the filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit D** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance; and (ii) the approval and recording of the Final Plat.

C. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 11.B of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare the Approvals granted in this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 5th day of January, 2021 pursuant to the following roll call vote:

AYES: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier and Swierk

NAYS: None

ABSENT: None

APPROVED this 5th day of January 2021.

Signed:


Village President

Countersigned:


Village Clerk

Published by authority of the President
and Board of Trustees of the Village of
Winnetka, Illinois, this 8th day of
January 2021.

Introduced: Waived

Passed and Approved: January 5, 2021

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 1:

LOT 20 AND THE WEST 1/2 OF LOT 21 IN BLOCK 22 IN CHICAGO NORTH SHORE LAND CO.'S SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

P.I.N. 05-18-217-019-000

Commonly known as 1423 Asbury Avenue, Winnetka, Illinois.

LOT 2:

THE EAST 1/2 OF LOT 21 AND ALL OF LOT 22 IN BLOCK 22 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 05-18-217-020-0000

Commonly known as 1415 Asbury Avenue, Winnetka, Illinois.

EXHIBIT B
FINAL PLAT
(SEE ATTACHED EXHIBIT B)

January 5, 2021

7

M-4-2021

LESNIK RESUBDIVISION

A RESUBDIVISION OF LOTS 20, 21 AND 22 IN CHICAGO NORTH SHORE CO'S SUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SURVEYOR

STATE OF ILLINOIS
COUNTY OF COOK

I, ANDREW B. BILMIRE, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND BOUNDARIES THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1
LOT 20 AND THE WEST HALF OF LOT 21 IN CHICAGO NORTH SHORE LAND CO'S SUBDIVISION, BEING A SUBDIVISION OF SECTION 17 & 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1991 AS DOCUMENT 291709, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2
LOT 22 AND THE EAST HALF OF LOT 21 IN CHICAGO NORTH SHORE LAND CO'S SUBDIVISION, BEING A SUBDIVISION OF SECTION 17 & 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1991 AS DOCUMENT 291709, ALL IN COOK COUNTY, ILLINOIS.

I, FURTHER CERTIFY THAT THE PROPERTY IS LOCATED IN WILMETHIA, COOK COUNTY, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY SECTION 32 OF ARTICLE I OF THE ILLINOIS CONSTITUTION, AS HEREINAFTER AND HEREINAFTER PROVIDED.

I, FURTHER CERTIFY, BASED UPON THE ALIAS REQUIREMENTS SET FORTH IN 175.000(2)(C), WITH EFFECTIVE DATE OF JULY 1, 1995, THAT THE PROPERTY DOES NOT LIE WITHIN A SPECIAL PLANNING AREA.

I, FURTHER CERTIFY A REPRESENTATIVE OF THE VILLAGE OF WILMETHIA, IL, TO RECORD THIS DOCUMENT.

DATED AT WILMETHIA, ILLINOIS THIS ____ DAY OF _____, 20____.

REGISTERED LAND SURVEYOR

OWNERS CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

WE, _____ AND _____, PERSONS CERTIFIED THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON, AND HAVE CAUSED THIS PROPERTY TO BE SURVEYED AND BOUNDARIES AS SHOWN ON THE PLAT HEREON SHOWN FOR THE VEST AND PURPOSES THEREIN SET FORTH.

THIS ____ DAY OF _____, 20____.

OWNER'S SIGNATURE ADDRESS

OWNER'S SIGNATURE ADDRESS

NOTARY CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

I, _____, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT _____ AND _____, OWNERS OF THE PROPERTY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT AS HIS FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND SEALING SEAL THIS ____ DAY OF _____, 20____.

NOTARY PUBLIC

VILLAGE OF BOARD OF TRUSTEES

STATE OF ILLINOIS
COUNTY OF COOK

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILMETHIA, COOK COUNTY, ILLINOIS.

THIS ____ DAY OF _____, 20____.

VILLAGE PRESIDENT, WILMETHIA, IL. VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

APPROVED BY THE VILLAGE OF WILMETHIA PLAN COMMISSION.

AT A MEETING HELD ON THE ____ DAY OF _____, 20____.

CHAIR SECRETARY

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

I, _____, VILLAGE COLLECTOR OF THE VILLAGE OF WILMETHIA, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID OR UNPAID CHARGES OR UNPAID SPECIAL ASSESSMENTS, OR ANY OTHER UNPAID CHARGES OR FEES THAT HAVE BEEN APPROPRIATED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT OF CONVEYANCE.

THIS ____ DAY OF _____, 20____.

VILLAGE COLLECTOR

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

APPROVED THIS ____ DAY OF _____, 20____, BY THE VILLAGE OF THE VILLAGE OF WILMETHIA, COOK COUNTY, ILLINOIS.

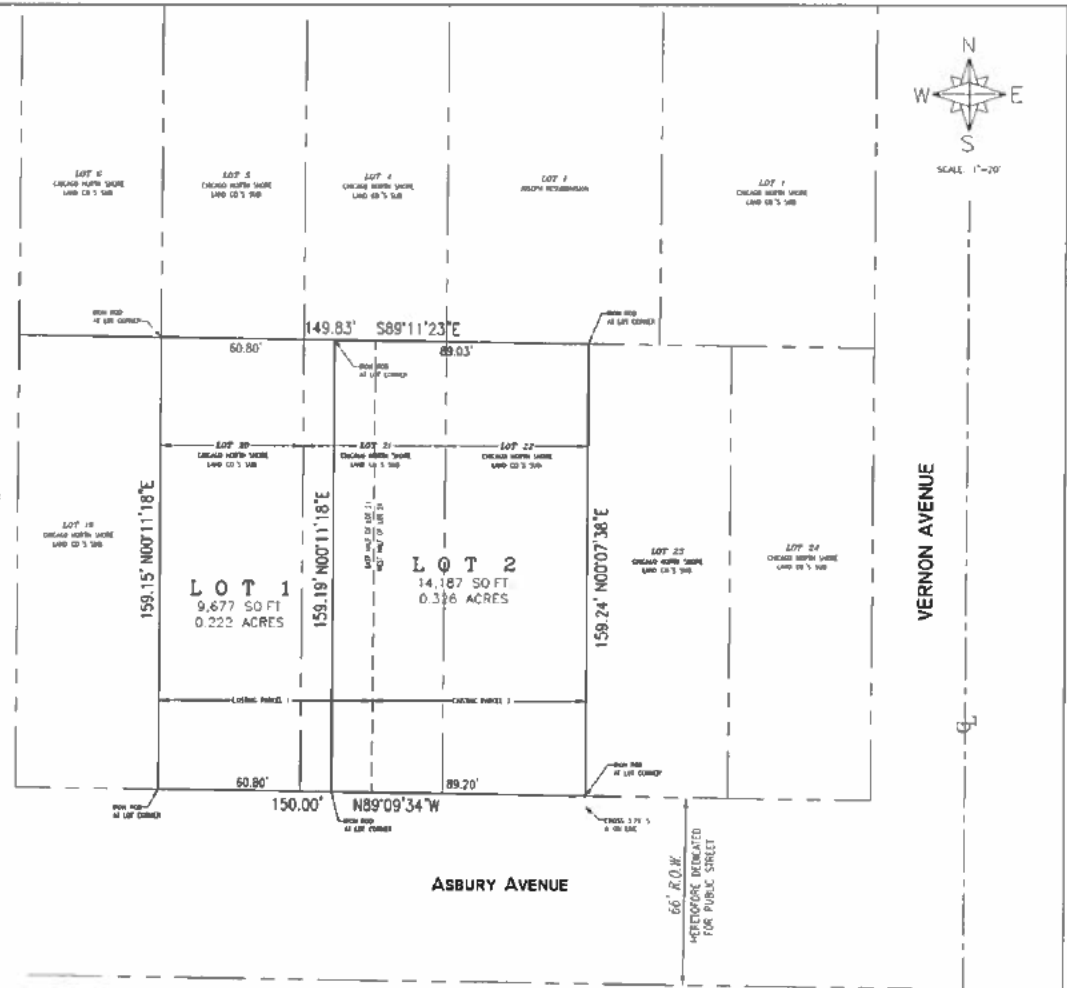
VILLAGE ENGINEER

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

APPROVED THIS ____ DAY OF _____, 20____, BY THE DIRECTOR OF THE WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WILMETHIA, COOK COUNTY, ILLINOIS.

WATER AND ELECTRIC DIRECTOR

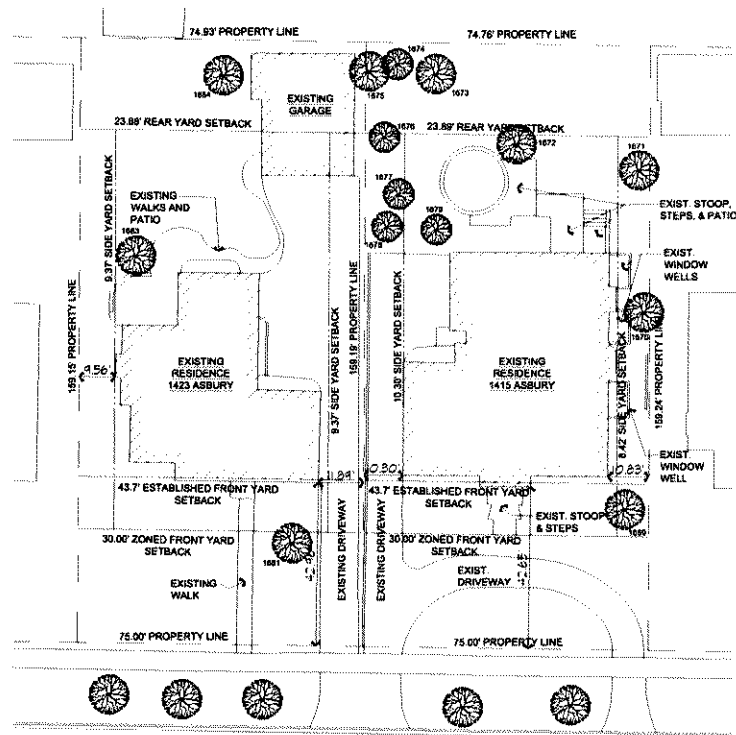


SUBMITTED BY AND RETURN PLAT TO:

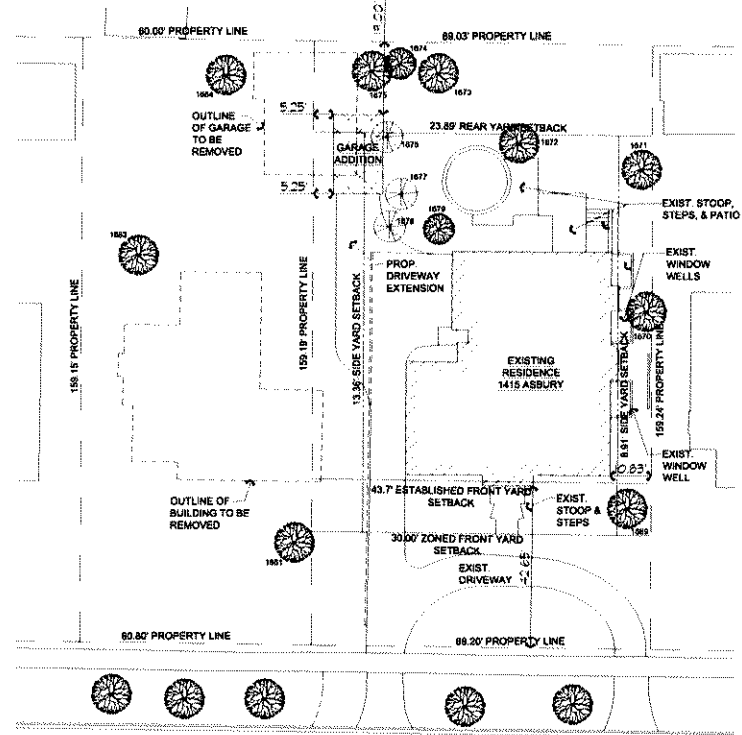
VILLAGE OF WILMETHIA
200 WILMETHIA BLVD
WILMETHIA, ILLINOIS 60091

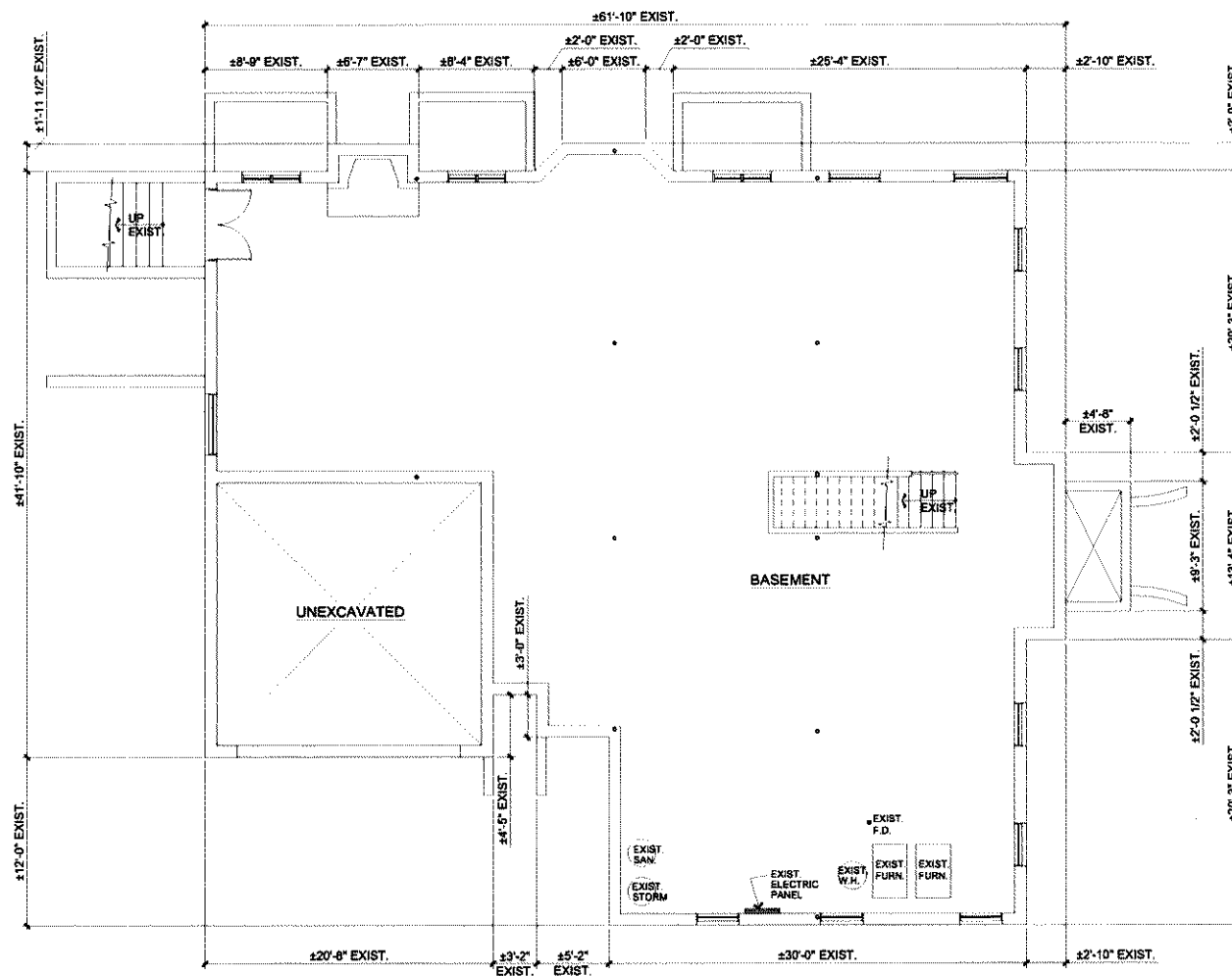
PREPARED BY
DOLAND ENGINEERING, LLC
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
134 EAST COLUMBIAN STREET, SUITE C
PRAIRIE, ILLINOIS 60577
(815) 391-1000
(815) 391-1427 FAX
REV. JULY 23, 2019
REV. MAY 1, 2020
REV. JUNE 8, 2020
REV. SEPTEMBER 24, 2020

EXHIBIT C
PLANS OF PROPOSED GARAGE
(SEE ATTACHED EXHIBIT C)

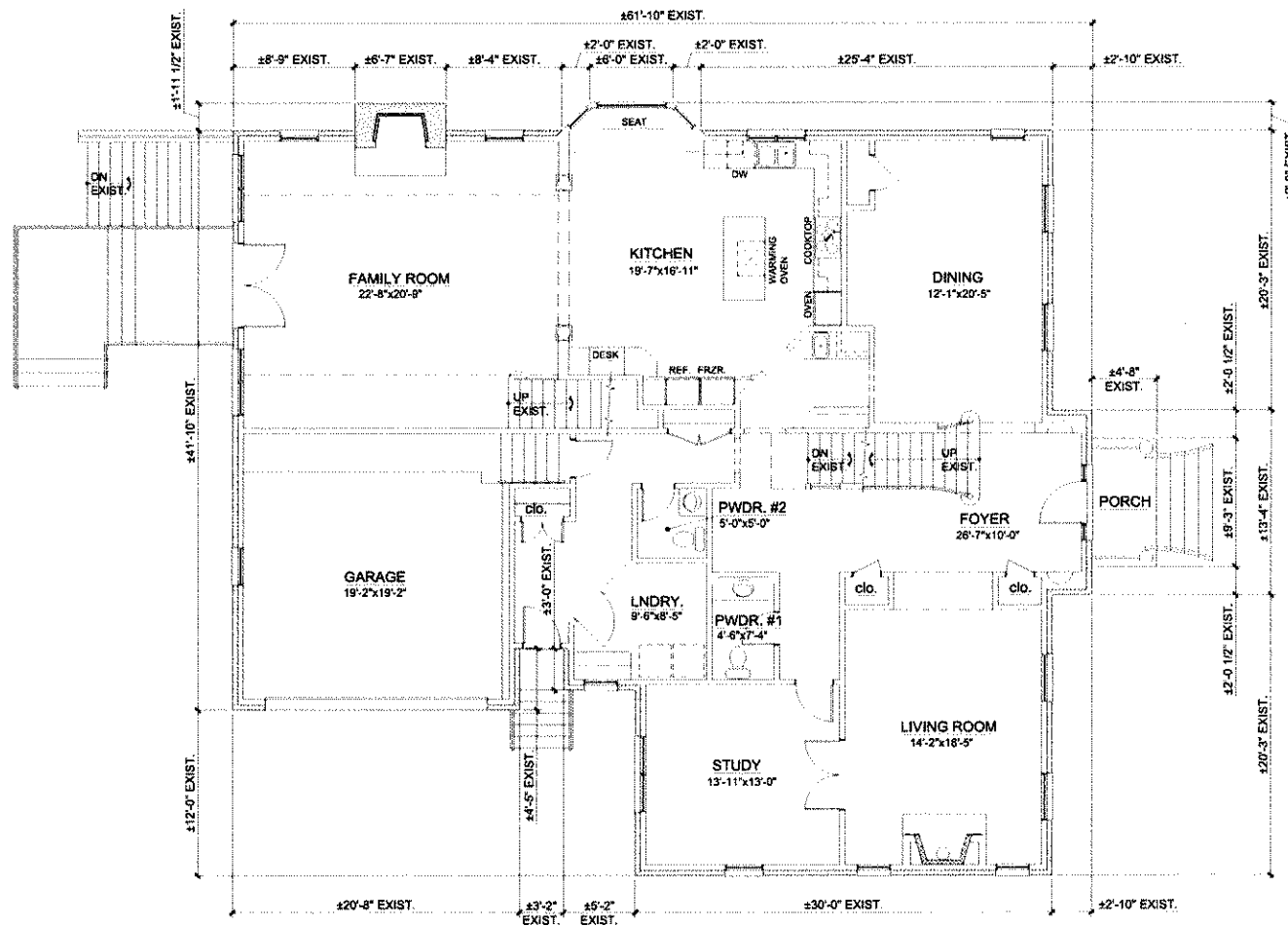


EXISTING SITE PLAN
SCALE: 1" = 16'-0"

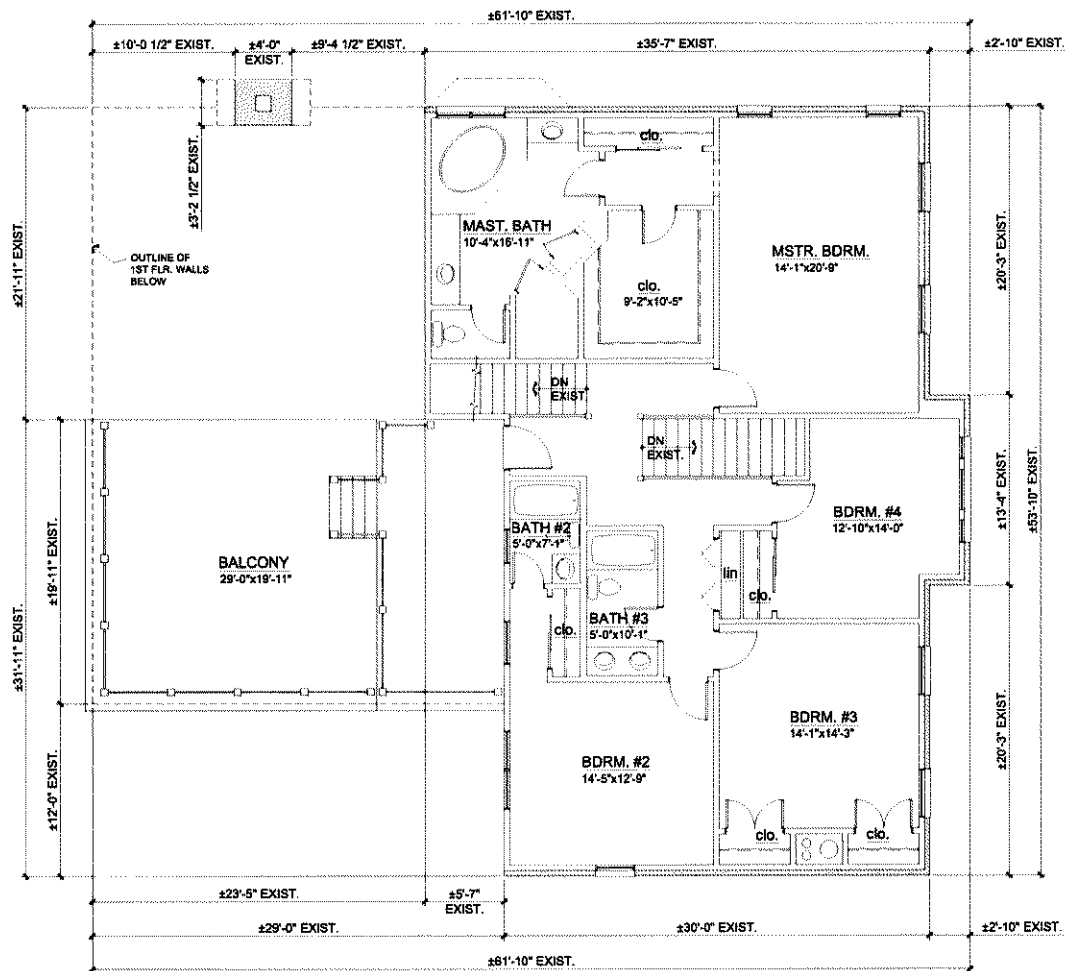




EXISTING FOUNDATION / BASEMENT PLAN
SCALE: 1/4"=1'-0"



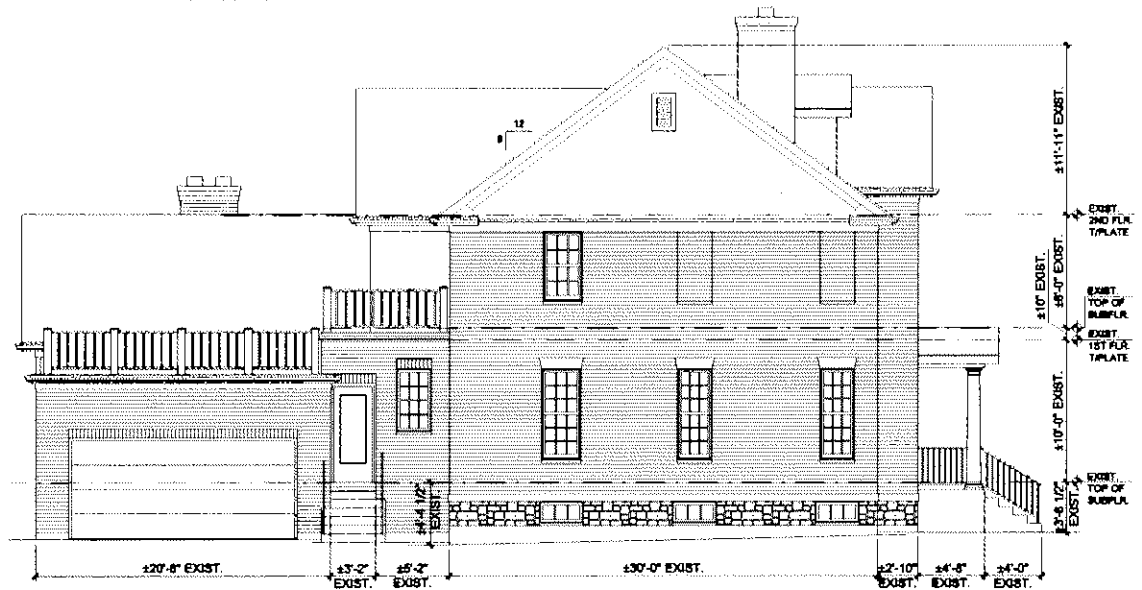
EXISTING FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



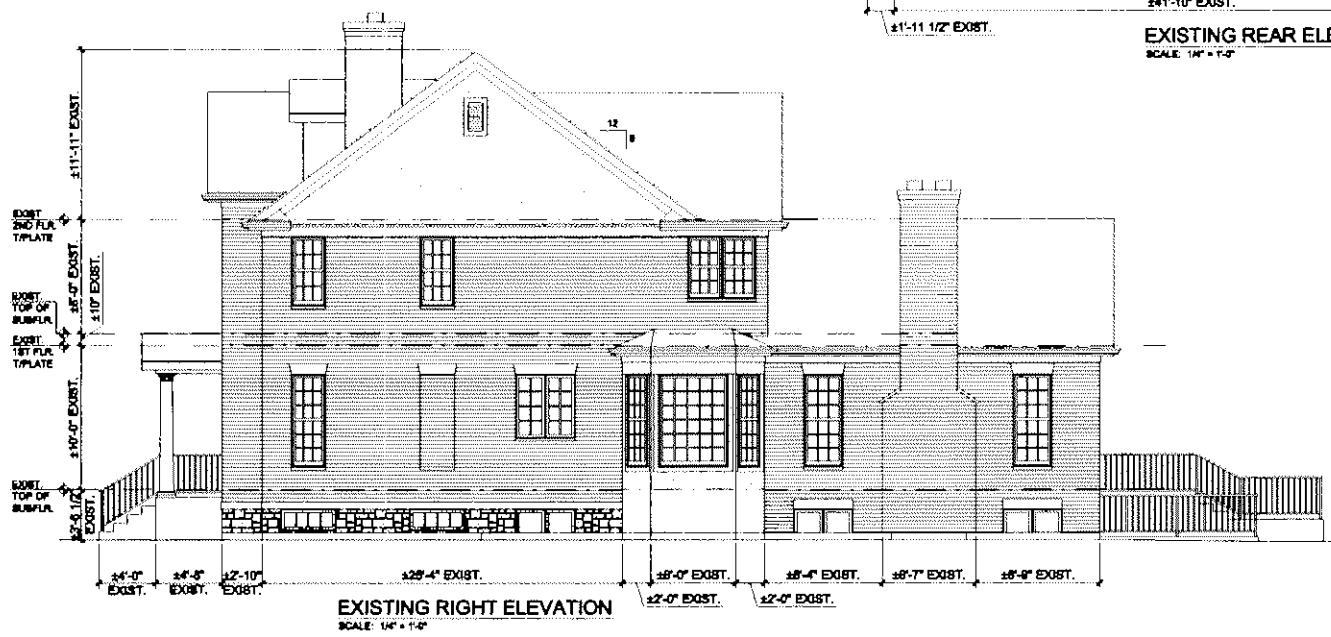
EXISTING SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



EXISTING FRONT ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING LEFT ELEVATION
SCALE: 1/4" = 1'-0"



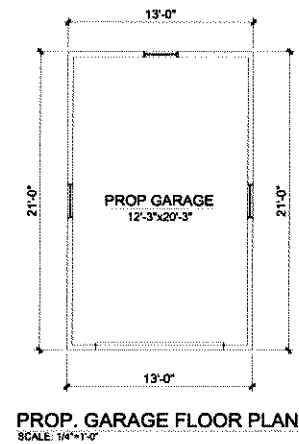
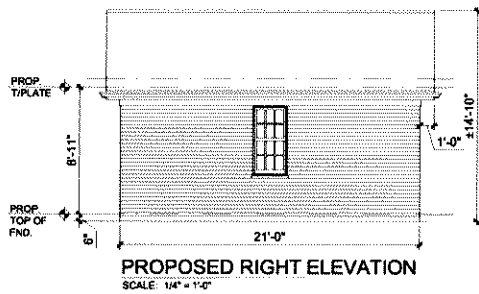
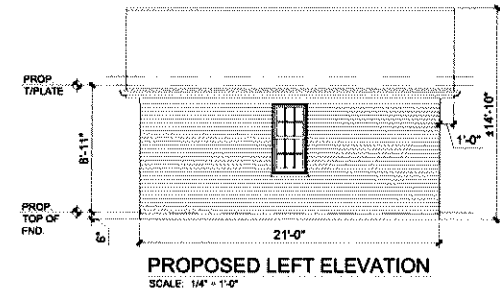
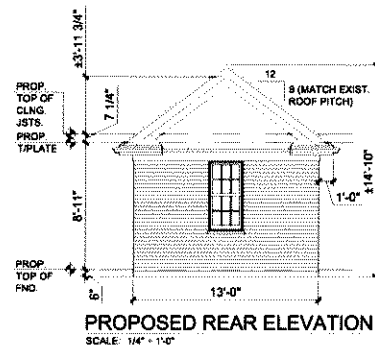
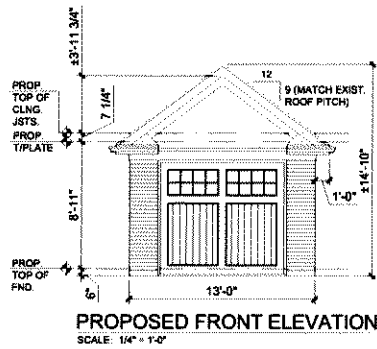




EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Judy Lesnik ("**Applicant**"), is the record title owner of the adjoining parcels of real property commonly known as 1423 Asbury Avenue ("**Lot 1**"), and 1415 Asbury Avenue ("**Lot 2**"), each measuring approximately 11,933 square feet, in Winnetka, Illinois, ("**Subject Property**"); and

WHEREAS, the Subject Property consists of three lots of record created by the Chicago North Shore Company's Subdivision ("**Prior Plat**"); and

WHEREAS, the Applicant desires to relocate the property line between Lot 1 and Lot 2 approximately 14.2 feet to the west, and subdivide Lots 20, 21, and 22 of the Prior Plat into two new lots of record ("**Proposed Subdivision**"); and

WHEREAS, the Applicant filed an application with the Village for: (i) approval of a final plat of subdivision for the Proposed Subdivision ("**Final Plat**"); and (ii) a zoning variation from Section 17.30.040 of the Zoning Ordinance to increase the allowable gross floor area for Lot 2 by 2,571.77 ("**Variation**") (collectively, the "**Requested Relief**"); and

WHEREAS, Ordinance M-04-2021, adopted by the Village Council on January 5, 2021 ("**Ordinance**"), approved the Requested Relief; and

WHEREAS, Section 11 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant hereby agrees and covenants as follows:

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's approval of the Final Plat and grant of the Variation or its adoption of the Ordinance, and that the Village's

approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance approving the Final Plat and granting the Variation.

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

Dated: 1/15, 2021

JUDY LESNIK



ATTEST:

By: 
Keith Jacobs

Dated: January 15, 2021

**WINNETKA ZONING BOARD OF APPEALS EXCERPT OF MEETING MINUTES
JUNE 12, 2023**

Zoning Board Members Present:

Matt Bradley, Chairman
Kate Casale MacNally
Mark Haller
Mike Nielsen
Todd Vender

Zoning Board Members Absent:

Lynn Hanley
Max Weigandt

Village Staff:

Ann Klaassen, Assistant Director of Community
Development

Continued Cases:

a. Case No.23-02-SD: 1415 and 1423 Asbury Avenue (Continued from the April 10, 2023, meeting):

An application seeking approval of a Final Plat of Subdivision and zoning variations to allow a two-lot resubdivision of 1415 Asbury Avenue and 1423 Asbury Avenue and construction of a detached garage on Proposed Lot 2 (1415 Asbury Avenue). The requested zoning variations would (a) permit the existing residence at 1423 Asbury Avenue to (i) observe less than the minimum required side yard setback from the new east property line; and (ii) observe less than the minimum required total side yard setback for Proposed Lot 1; and (b) permit the existing residence and proposed detached garage at 1415 Asbury Avenue to exceed the maximum permitted gross floor area. The Village Council has final jurisdiction on this request.

Ms. Klaassen identified the property's location and zoning classification and described the applicant's 2020 proposal, which the Village Council had approved. She stated the applicant now planned to maintain both residences with the 2020 subdivision approval not being in effect. Ms. Klaassen then described the current and proposed lots' width with the subdivision creating two nonconformities for 1423 Asbury rendering it nonconforming in terms of the minimum side yard setback and the total side yard setback. She noted the proposed improvements comply with zoning requirements on the 1423 Asbury lot. Ms. Klaassen also identified the 1415 Asbury nonconformities and stated due to the extent of the excess GFA, a variation is necessary to allow construction of the detached garage. She then referred to illustrations of the front elevation and the one car garage as well as the setback requirements noting the nonconformities being created and those which would remain. Ms. Klaassen noted the home complied with zoning requirements at the time of its construction in 1999 and explained the reason why the basement was not included in GFA which was due to zoning ordinance changes.

Ms. Klaassen stated the Plan Commission considered the subdivision request on March 27, 2023, and had comments related to the proposed driveway with the applicants revising the design as shown in the materials currently before the ZBA, and that the Plan Commission recommended approval. She noted an email relating to the application was received this evening, from the neighbor to the west, which is provided for the ZBA on the dais. Ms. Klaassen then stated following the applicants' presentation, public comment and Board discussion, a Board Member may wish to make a motion as indicated on page nos. 20 and 21 and asked if there were any questions.

1 Chairman Bradley also asked if there were any questions. Ms. Casale MacNally referred to the neighbors'
2 recent email which contained extensive technical questions and comments and asked if the comments
3 were previously addressed by the Plan Commission. Ms. Klaassen responded the comments were
4 receiving shortly before the meeting and explained that it was suggest that the neighbors provide photos
5 since the video wasn't accessible. Chairman Bradley summarized the neighbors' concerns relating to
6 storm water issues. Ms. Klaassen confirmed the request would have to comply with storm water
7 regulations with the Village's Engineering Department finding that the application complied with the
8 regulations.

9
10 Mr. Nielsen questioned whether the property is required to hold all of its water until it can be released in
11 terms of engineering. Ms. Klaassen responded the applicants cannot cause water runoff onto neighboring
12 properties and that the water would be directed to drains on the site, not onto neighboring properties.
13 No additional questions were raised at this time.

14
15 Chairman Bradley swore in those speaking to this matter. Cal Bernstein, the applicants' attorney, stated
16 he would describe the changes between the former and current application. He identified the sites'
17 location and lot lines with the initial plan being to move the lot lines to the west due to issues in the rear
18 of the property and the lack of the garage's functionality. Mr. Bernstein then referred to the historical
19 significance of 1423 Asbury and that the applicant reconsidered the plan to demolish the home. He stated
20 the request remained the same as the previous proposal with the exception of them now keeping the
21 home at 1423 Asbury and identified the issues relating to the driveway. Mr. Bernstein noted the two car
22 garage at 1423 Asbury would be removed which would improve water runoff issues to the neighbors'
23 property. He stated the only change in the properties' appearance would be to shift the driveway to the
24 west side of the property requiring side yard relief. He also stated a swale to collect storm water and
25 additional landscaping would be included as part of the plan. Mr. Bernstein stated the standards were
26 addressed in the application and noted they received the email at their arrival at tonight's meeting which
27 primarily related to engineering plans. He noted they would work with the Engineering Department to
28 work with the west neighbor noting a curb cut was included between the properties to address that
29 neighbors' concerns with the project being an improvement over the current condition. Mr. Bernstein
30 then asked if there were any questions.

31
32 Chairman Bradley also asked if there were any questions. No questions were raised at this time. He then
33 asked if there was any public comment. No comments were made at this time. Chairman Bradley then
34 called the matter in for discussion.

35
36 Chairman Bradley referred to the previous concerns relating to the garage and the concerns recently
37 raised by the neighbors relating to storm water runoff which are not within the Board's purview. Ms.
38 Casale MacNally referred to the new driveway's location. Chairman Bradley referred to Figure 4 on page
39 5 and described the Plan Commission's concerns relating to the appearance of it being a shared driveway
40 which led to its relocation. Mr. Haller questioned the fence's location which was clarified by the Board.
41 The Board Members also discussed the new garage's location and the side yard and total side yard
42 calculations noting the existing nonconformities.

43
44 Mr. Vender described the application as a complicated no-brainer and stated he would be in support of
45 the request noting compliance is required by the Engineering Department and that the request met the
46 standards. Chairman Bradley stated he would also be in favor of recommending approval and appreciated
47 the applicant's attempts to retain and repair the 1423 Asbury property with the request being an
48 improvement for the neighborhood. Mr. Haller referred to the increased GFA and asked for the Board's

1 comments. Mr. Nielsen responded it was previously addressed by Ms. Klaassen which related to the
2 zoning ordinance change relating to basements. Ms. Klaassen noted a GFA bonus is allowed for the
3 detached garage but there would be an overall GFA increase.

4
5 Mr. Nielsen stated the email relating to the storm water concerns are not to be addressed by the Board
6 as well as impermeable surfaces noting the request met the standards. He also referred to the garage on
7 the west side and the three variances being requested. Mr. Nielsen then stated he would be in support of
8 the request. Mr. Haller stated he did not see anything that is overly concerning to him and referred to the
9 improvements to the neighbors' property in connection with the driveway's relocation. Ms. Casale
10 MacNally stated three vehicles would be able to be parked at 1415 Asbury, the neighbors' concerns
11 relating to storm water would be addressed by the Engineering Department and the fact the 1423 Asbury
12 could have been replaced by a much larger home. She then stated she is in support of the request.

13
14 Chairman Bradley asked for a motion to recommend approval as indicated on page no. 13. A motion to
15 recommend approval was made by Ms. Casale MacNally and seconded by Mr. Nielsen. A vote was taken
16 and the motion unanimously passed, 5 to 0:

17 AYES: Bradley, Casale MacNally, Haller, Nielsen, Vender

18 NAYS: None

19
20 ***

21
22 Respectfully submitted,

23
24 Antionette Johnson

25 Recording Secretary

ATTACHMENT 3

Minutes adopted 04.26.2023

WINNETKA PLAN COMMISSION EXCERPT OF MEETING MINUTES MARCH 22, 2023

Members Present:

Bridget Orsic, Chairperson
Matthew Bradley
Mamie Case
John Golan
Chris Foley
Liz Kunkle

Members Absent:

Jonathan Alt
Layla Danley

Non-Voting Members Absent:

Tina Dalman

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community
Development

a. **Case No. 23-02-SD: 1415 and 1423 Asbury Avenue:** An application submitted Judy Lesnik seeking approval of a Final Plat of Subdivision and zoning variations to allow a two-lot resubdivision of 1415 Asbury Avenue and 1423 Asbury Avenue. The requested zoning variations would permit the existing residence at 1423 Asbury Avenue to (a) observe less than the minimum required side yard setback from the new east property line; and (b) observe less than the minimum required total side yard setback for Proposed Lot 1. The request also requires a finding of "No Material Increased Adverse Impact" for the following existing improvements on Proposed Lot 2 (1415 Asbury Avenue) which (a) exceed the maximum permitted gross floor area; (b) exceed the maximum permitted front yard lot coverage; (c) observe less than the minimum required front yard setback; and (d) do not provide the required building line articulation on the east side building walls. The Village Council has final jurisdiction on this request.

Ms. Kunkle noted for the record she would recuse herself from the discussion due to her affiliation with the applicant and neighbors involved. She then left the room. Ms. Klaassen described the application seeking final plat of subdivision approval and zoning variations to allow a two lot resubdivision. She then identified the property's location, zoning classification and noted in 2020, an application was submitted by the applicant to allow the relocation of the lot line dividing the two lots and construction of a detached garage with the plans including the removal of the 1423 Asbury residence which was approved by the Village Council. Ms. Klaassen stated the applicant decided to keep the home at 1423 Asbury; therefore, the prior approval no longer stands. She described the two existing lots' width and identified the proposed new lot line's location and lot size noting the subdivision's compliance with lot area, width and depth and that the subdivision would create two new zoning nonconformities which she identified. Ms. Klaassen referred to an illustration of the proposed site improvements at 1423 Asbury, which comply with the zoning regulations and explained the existing improvements at 1415 Asbury do not comply with several zoning regulations, but the degree of nonconformity would be reduced for the front yard lot coverage and GFA with the lot line changes.

Ms. Klaassen stated with regard to storm water regulations, they are required to manage the storm water

1 on-site and noted that a preliminary grading plan has been provided by the applicant and they are working
2 with Village Engineering staff to comply with the Village storm water regulations. She referred to
3 additional language to be added to the easement on the plat of resubdivision relating to the drainage
4 function. Ms. Klaassen stated the ZBA would review the variations at their next meeting. She noted one
5 comment was received from an adjacent neighbor which was provided to the Commission. Ms. Klaassen
6 then stated following the applicant's presentation, public comment and Commission discussion, the
7 Commission may wish to make a motion, a draft motion is provided on page nos. 140 and 141 of the
8 agenda packet and asked if there were any questions.
9

10 Mr. Foley asked for a further explanation of how GFA would be affected and Ms. Klaassen responded the
11 request would result in a decrease in the degree of nonconformity for the existing GFA and front yard lot
12 coverage, but the garage variation for 1415 Asbury would be needed regardless due to the extent of the
13 nonconforming GFA at 1415 Asbury. Ms. Case referred to the side yard setback and driveway and asked
14 if it would remain in its current location. Ms. Klaassen referred to the yellow area in the illustration which
15 identified a new driveway along the west property line of 1423 Asbury and referred to the additional area
16 and explained how it related to the easement and common lot line. Chairperson Orsic referred to requests
17 for two car garages and asked what the Village's opinion in terms of increasing garage sizes from two to
18 three cars is. Ms. Klaassen responded each request is considered independently and referred to the
19 previous discussion relating to the two car garage at 1415 Asbury in terms of the difficulty accessing it.
20 Ms. Klaassen stated a garage with a capacity of four vehicles is allowed if GFA and lot coverage
21 requirements are met.
22

23 Chairperson Orsic asked for the applicant's presentation and swore in those speaking to this matter. Cal
24 Bernstein, the attorney representing the applicant, referred to the prior 2020 discussion relating to the
25 existing garage at 1415 Asbury which functioned as a one car garage and the purchase of 1423 Asbury in
26 order to solve the garage access difficulty. He stated the garage size was significantly reduced upon
27 hearing the ZBA's comments. Mr. Bernstein stated the existing garage at 1423 Asbury is large and would
28 be replaced with a traditional two car garage at the northwest corner of the site.
29

30 Mr. Bernstein stated the prior plans included removing 1423 Asbury which was significantly damaged
31 noting the Landmark Preservation Commission identified historic elements relating to the home. He
32 stated the applicant then decided to renovate 1423 Asbury and create better access to 1415 Asbury. Mr.
33 Bernstein stated an HAIS for 1423 Asbury was done and then identified the original lot sizes and explained
34 the changes to the lot sizes approved in 2020 and that they now want to move the lot line to make 1423
35 Asbury larger by 6 feet with 1415 Asbury being reduced. Mr. Bernstein stated with regard to the
36 standards, they are trying to preserve the home as opposed to building a new home and there are
37 substantial hardships for both properties relating to moving the lot line and garage access. He stated the
38 request is consistent with the Comprehensive Plan and there would be no other changes to 1415 Asbury
39 except for GFA for the one car additional garage discussed in 2020.
40

41 Jim Chambers, FWC Architects, explained the reasoning for the driveway placement in order to improve
42 access to the existing attached garage. He stated in working with the Village Engineer and considering
43 surface drainage requirements, they would provide a 5 foot swail which required them to move the
44 driveway further east. Mr. Chambers also explained the reasoning for the new garage's location. Mr.
45 Bernstein referred to the letter received from the neighbor and stated they planned to address the two
46 points raised.
47

48 Mr. Golan asked if the 1423 Asbury home had been renovated and Mr. Bernstein stated it has not. Mr.

1 Chambers added the driveways between the two properties are not shared. Mr. Bernstein informed the
2 Commission the plan consisted of demolishing and constructing the new garage at the time of the home's
3 renovation noting the home has been empty for five years. Don Scott, contractor for the project, stated
4 only the upstairs furnace is working and the water has been turned off with them having been in the
5 permitting process since last year. Mr. Bernstein also stated there are significant issues with regard to
6 1415 Asbury with both properties being significantly improved. He stated plans are in place for both
7 properties and the current issues have to be resolved before they are allowed to continue.

8
9 Mr. Golan stated he is reluctant to approve the setback issue which related to the swale. Mr. Chambers
10 explained the reasoning which is due to the requirement that one property cannot rely on draining from
11 an adjacent property which required them to address drainage on each property. Mr. Bernstein stated
12 they are not allowed to install the swale over both property lines. He stated in an effort to preserve the
13 home and deal with the driveway issue, it related to how the driveway line was drawn. Mr. Golan asked
14 if the swale not being allowed to straddle two property lines is a Village code or the engineer's
15 recommendation. Mr. Schoon responded in terms of the Village's storm water requirements; you have to
16 maintain storm water on your property with drainage to the storm water system. He stated the applicant
17 stated the swale is being designed to direct storm water on each property.

18
19 Mr. Bradley referred to the previous request and approval which included the demolition of one of the
20 properties. He commented for any application which would benefit from photos of the driveway and
21 garage, this is the one due to the existing obscene garage's design. Mr. Bradley stated the overage is
22 mitigated by having the two car garage installed in the property's rear with the side yard setback issue
23 being the fact that the home is not supposed to be there after it was to be demolished. He stated the
24 eastern wall of the dilapidated home would not allow them to move the lot line enough to make the
25 driveway workable in terms of the 1423 Asbury garage access. Mr. Bradley stated he is more concerned
26 with the neighbor's concerns to the west at 1427 Asbury.

27
28 Ms. Case referred to the 1415 Asbury variation which she commented is huge and stated if the
29 Commission approved this request, she is concerned with setting precedent. Mr. Bradley described the
30 existing garage as perpendicular and stated there is no other similar situation. Ms. Case asked if the
31 addition to the existing driveway would solve the garage access concerns. Mr. Bernstein stated the reason
32 the home is so far over GFA requirements is due to its construction in 1999 which conformed to the
33 ordinance at the time and as a result of Zoning Ordinance changes, the entire lower level now counted
34 toward GFA. Ms. Klaassen referred the Commission to page 136 which stated excluding the basement
35 area, the proposed GFA exceeded the permitted amount of the new lot by 8.7%.

36
37 Chairperson Orsic asked if there would be green space between the new driveway and the next door
38 neighbor. Mr. Bernstein explained their resolution to address the neighbor's concern is to split the
39 driveway and curve it slightly to create green space. He added the existing curb cut to the east would be
40 abandoned and re-landscaped. Chairperson Orsic referred to the amount of hardship for the 1427 Asbury
41 neighbor. Mr. Bernstein stated the new driveway plans were developed this afternoon after the
42 neighbor's letter was received. Chairperson Orsic referred to the concerns raised in connection with the
43 neighbors' fence which slightly encroached into the 1423 Asbury lot. Ms. Klaassen referred to the plat of
44 survey showing the encroachment and Grading Plan on page no. 152. The Commission Members and
45 applicant discussed the fence location and curb cut along with the solutions reached.

46
47 Mr. Golan stated he is concerned with issues which would result in terms of precedent and allowing such
48 a small setback. Ms. Klaassen informed the Commission there are other properties which have a setback

1 smaller than this. Ms. Case stated if the home were removed, it would solve all of the issues. Ms. Klaassen
2 noted that any future improvements to the home or site would have to comply with the required setbacks,
3 including the minimum side yard setback of 6.62 feet from the east property line. Mr. Bernstein stated
4 the appearance would not change over its current condition since both homes would remain.

5
6 Mr. Foley then stated since the distance between the homes would not change, he would be in favor of
7 the request which would be an improvement. Mr. Bernstein stated new construction is expensive now
8 and the proposal is the most cost effective approach which is a win-win. Mr. Golan agreed with Mr. Foley's
9 comments and the additional grassy area would make it look less compressed than it is now. He also
10 stated any new construction on the lot would have to conform to the setbacks and described it as a unique
11 circumstance. Mr. Golan then stated he would be in favor of the request.

12
13 Chairperson Orsic then asked for a motion. Mr. Foley moved to approve the request as indicated on page
14 nos. 140 and 141 of the agenda packet. Mr. Golan seconded the motion. A vote was taken and the motion
15 unanimously passed, 4 to 0:

16 AYES: Case, Golan, Foley, Orsic

17 NAYS: None

18 NON-VOTING: Bradley

19 RECUSED: Kunkle

20
21 ***

22
23 Respectfully submitted,

24
25 Antionette Johnson

26 Recording Secretary

ATTACHMENT 4

From: [REDACTED]
To: [Ann Klaassen](#)
Cc: [REDACTED]
Subject: 1423 Asbury driveway relocation - additional input from 1427 Asbury (Katie and Corey Minturn)
Date: Monday, June 12, 2023 5:45:02 PM

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

To whom it may concern:

We are the residents of 1427 Asbury Avenue. We are out of town and unfortunately not able to attend tonight's meeting.

We recently reviewed the application materials and updated plans for the driveway and garage relocation at 1423 Asbury. We are concerned about the impact the driveway/garage relocation could have on our property.

We appreciate the green space between the driveways in the front yard which was added to the plan, and we agree this is an important addition. Our concerns are based on recently seeing the updated site and stormwater plan.

We'd like to confirm the following:

1) Stormwater from 1423 Asbury worries us. The 1423 property currently floods extensively in the backyard and rainwater during heavy rains flows under the fence onto our driveway. For reference, a video from a late March rain is attached. We are concerned the 1423 relocated driveway and garage directly adjacent to our driveway will further direct 1423 storm water onto our property. **We seek confirmation that the proposed driveway/garage will not make the existing storm water issues worse for our 1427 property and that the storm water changes will fix the existing storm water issues at 1423 and not make them worse for 1427.**

2) On the proposed site plan, the slope of the driveway and the slope arrows point at our adjacent driveway. This makes us nervous. Knowing that water has streamed onto our driveway from 1423 in the past, how is sloping the driveway in our direction not going to make this situation worse for us? **We seek confirmation that the 1423 driveway slope in our direction will not direct water from 1423 onto our driveway.**

3) We understand the plan is to install a two inch "lip" to contain this water on their property. **We seek confirmation that this lip is on their side of the property line and will in no way disturb our existing fence between the two properties. We also seek confirmation that this existing fence (that the village permitted for us to install back in 2011) will not be disturbed during this construction process.**

4) The newly-proposed 18" storm water drain in the 1423 backyard is placed close to the newly proposed driveway. These drains can and do back up and overflow during very heavy rains, especially when the storm sewers overflow and Asbury Avenue (between Vernon and Greenwood becomes a river). **We seek confirmation that the placement of this new 18"**

storm water drain will not result in storm water flowing onto our driveway if the storm water drain backs up and overflows.

5) There are at least two gutters on the west side of the existing 1423 house that are pointed toward our property. The water from the front gutter specifically currently pools below the downspout onto the 1423 lawn. The proposed driveway will now be installed where this water currently pools. **We seek confirmation that the 1423 gutters will not direct water across the newly proposed driveway onto our driveway.**

Thank you, and we appreciate your time and consideration.

Katie and Corey Minturn
1427 Asbury Avenue

Katie Minturn

(c) [REDACTED]

From: [Ann Klaassen](#)
To: [Ann Klaassen](#)
Subject: RE: 1423 Asbury driveway relocation - additional input from 1427 Asbury (Katie and Corey Minturn)
Date: Tuesday, July 11, 2023 12:29:28 PM

From: Emily Grimm <EGrimm@winnetka.org>
Sent: Thursday, June 15, 2023 11:02 AM
To: Ann Klaassen <AKlaassen@winnetka.org>; James Bernahl <JBernahl@winnetka.org>
Cc: David Schoon <DSchoon@winnetka.org>; Obaid Khalid <OKhalid@Winnetka.org>
Subject: RE: 1423 Asbury driveway relocation - additional input from 1427 Asbury (Katie and Corey Minturn)

Hi Ann,

I've provided responses to their comments below. Let me know if you need anything else!

Thanks,

Emily Grimm
Assistant Village Engineer
847-716-3532
egrimm@winnetka.org

From: Ann Klaassen <AKlaassen@winnetka.org>
Sent: Wednesday, June 14, 2023 1:22 PM
To: Emily Grimm <EGrimm@winnetka.org>; James Bernahl <JBernahl@winnetka.org>
Cc: David Schoon <DSchoon@winnetka.org>
Subject: FW: 1423 Asbury driveway relocation - additional input from 1427 Asbury (Katie and Corey Minturn)

We received the email below Monday evening shortly before the Zoning Board of Appeals meeting, which included the proposed resubdivision of 1415 and 1423 Asbury. The proposed subdivision would relocate the lot line dividing the two lots 8.75 feet to the west. The owner is also proposing construction of a detached garage on each lot. There is an existing detached garage on 1423 Asbury that would be removed, along with the existing driveway that is currently on the east side of the lot. The proposed plan includes relocating the driveway to the west side of the 1423 Asbury lot, which would access the new garage in the northwest corner of the lot. The adjacent neighbor the west, sent the email below. Given their concerns are related to drainage and stormwater, we'd like to discuss this with you in our monthly meeting tomorrow or to schedule a time before Emily leaves.

For reference, attached are engineering plans submitted by the applicant to represent their proposed grading and drainage for the lots.

Thanks,

Ann Klaassen

Assistant Director | Village of Winnetka Community Development

847.716.3525

From: Katie Minturn <[REDACTED]>

Sent: Monday, June 12, 2023 5:45 PM

To: Ann Klaassen <AKlaassen@winnetka.org>

Cc: Corey Minturn <[REDACTED]>

Subject: 1423 Asbury driveway relocation - additional input from 1427 Asbury (Katie and Corey Minturn)

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

To whom it may concern:

We are the residents of 1427 Asbury Avenue. We are out of town and unfortunately not able to attend tonight's meeting.

We recently reviewed the application materials and updated plans for the driveway and garage relocation at 1423 Asbury. We are concerned about the impact the driveway/garage relocation could have on our property.

We appreciate the green space between the driveways in the front yard which was added to the plan, and we agree this is an important addition. Our concerns are based on recently seeing the updated site and stormwater plan.

We'd like to confirm the following:

1) Stormwater from 1423 Asbury worries us. The 1423 property currently floods extensively in the backyard and rainwater during heavy rains flows under the fence onto our driveway. For reference, a video from a late March rain is attached. We are concerned the 1423 relocated driveway and garage directly adjacent to our driveway will further direct 1423 storm water onto our property. **We seek confirmation that the proposed driveway/garage will not make the existing storm water issues worse for our 1427 property and that the storm water changes will fix the existing storm water issues at 1423 and not make them worse for 1427. The runoff from the new driveway and garage at 1423 is required to be controlled on site. The plan includes adding a stormwater inlet in the rear yard that will convey water from the site into the public storm sewer, and a curb on the driveway that will convey the runoff from the drive to the front yard and out to the street to also be captured by the public storm sewer system.**

2) On the proposed site plan, the slope of the driveway and the slope arrows point at our adjacent driveway. This makes us nervous. Knowing that water has streamed onto our driveway from 1423 in the past, how is sloping the driveway in our direction slope not going to make this situation worse for us? **We seek confirmation that the 1423 driveway slope in our direction will not direct water**

from 1423 onto our driveway. **The drive is sloped away from the house at 1423, but stormwater arrows also show the water being routed along a curb at the lot line and flowing south to the road. The Village will not allow water to sheet flow off the driveway and into neighboring properties.**

3) We understand the plan is to install a two inch "lip" to contain this water on their property. **We seek confirmation that this lip is on their side of the property line and will in no way disturb our existing fence between the two properties. We also seek confirmation that this existing fence (that the village permitted for us to install back in 2011) will not be disturbed during this construction process. Yes, all the construction is required to be inside lot lines and the entire driveway, and to 2-inch curb will be within the 1423 Asbury property. We can also add a note to the plan that specifically calls out the fence and that it must be protected during construction.**

4) The newly-proposed 18" storm water drain in the 1423 backyard is placed close to the newly proposed driveway. These drains can and do back up and overflow during very heavy rains, especially when the storm sewers overflow and Asbury Avenue (between Vernon and Greenwood becomes a river). **We seek confirmation that the placement of this new 18" storm water drain will not result in storm water flowing onto our driveway if the storm water drain backs up and overflows. The drain is placed at the lowest elevation in the backyard and is at an optimal spot to be able to capture as much stormwater as possible. If the drain were to backup, water would first flow over the drive and out to the front before flowing onto neighboring properties.**

5) There are at least two gutters on the west side of the existing 1423 house that are pointed toward our property. The water from the front gutter specifically currently pools below the downspout onto the 1423 lawn. The proposed driveway will now be installed where this water currently pools. **We seek confirmation that the 1423 gutters will not direct water across the newly proposed driveway onto our driveway. The downspouts will be required to drain to either the front or the rear of the home at 1423 Asbury, and either be directed toward the newly installed stormwater inlet, or the front of the property to drain to the street. These downspouts can be added to the plan and specific notes can be added to ensure that the roof runoff is directed appropriately.**

Thank you, and we appreciate your time and consideration.

Katie and Corey Minturn
1427 Asbury Avenue

Katie Minturn
[REDACTED]
[REDACTED]