



Village of Winnetka

Village Council Regular Meeting

September 5, 2023 at 7:00 PM

Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. September 12, 2023 Study Session
 - b. September 19, 2023 Regular Meeting
 - c. October 3, 2023 Regular Meeting
- 4. Public Comments**
- 5. Reports**
- 6. Presentations**
 - a. Approval of September 11 Memorial Flag Planting on the Green - Cripe Family
 - b. Resolution No. R-84-2023: Honoring the Children's Advocacy Center's 34th Anniversary (Adoption)
- 7. Establishment of Consent Agenda**
- 8. Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. July 18, 2023 Regular Meeting
 - ii. August 1, 2023 Regular Meeting
 - iii. August 15, 2023 Regular Meeting
 - b. Approval of Warrant List Dated August 1, 2023 - August 15, 2023
 - c. Resolution No. R-78-2023: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Weg Transformers USA, LLC for the Purchase of One 1500 kVA Pad Mount Transformer (Adoption)
 - d. Resolution No. R-79-2023: Waiving Bidding Requirements and Authorizing the Purchase of Two Police Vehicles for 2024 (Adoption)
 - e. Resolution No. R-80-2023: Waiving Competitive Bidding and Awarding a Contract to Des Plaines Glass Company for Services Related to Window Replacement at the Electric Plant (Adoption)
 - f. Resolution No. R-81-2023: Approving Change Order No. 1 with A. Lamp Concrete Contractors, Inc. for the 2023 Street Rehabilitation and Public Improvement Project (Adoption)

- g. Resolution No. R-86-2023: Waiving Competitive Bidding and Awarding a Contract with Border States Industries, Inc. for the Purchase of a Three Phase Transformer (Adoption)

9. Ordinances and Resolutions

- a. Resolution No. R-82-2023: Waiving Competitive Bidding and Approving a Contract with the Progress Group, Inc. for Services Related to the Repair of Turbine Generator #6 (Adoption)
- b. Resolution No. R-85-2023: Approving a Contract with Dominion Lighting & Solar for the Design and Installation of a Solar Photo Voltaic (PV) Array (Adoption)
- c. Ordinance No. M-13-2023: Granting a Special Use Permit for the Operation of a Real Estate Office within the C-2 Commercial Overlay District of the Village - 564 Lincoln Avenue (Adoption)
- d. Resolution No. R-83-2023: Waiving Competitive Bidding and Approving the Purchase of Underground Stormwater Vaults from Stormtrap, LLC (Adoption)

10. Old Business

11. New Business

12. Appointments

- a. Appointment of Landmark Preservation Commission Student Member

13. Closed Session

14. Adjournment

NOTICE

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

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.



Agenda Item Executive Summary

TITLE: Approval of September 11 Memorial Flag Planting on the Green - Cripe Family

PRESENTER: Robert M. Bahan

AGENDA DATE: September 5, 2023

CONSENT: No

ITEM TYPE: Presentation

ITEM HISTORY:

Annual tradition since 2008.

EXECUTIVE SUMMARY:

In 2008, a tradition began to remember and honor the victims of the September 1, 2011 terrorist attacks by planting 2,977 American flags on the Village Green.

Attached is a letter from residents Andrew, Christina, Henry, Charlie, William, and Julia Cripe who are requesting Council authorization to continue this tradition. The Village has previously granted this request since 2008. The flags will be planted on September 10, and will be removed at sundown on September 11.

RECOMMENDATION:

Consider granting the request by the Cripe family to plant memorial flags on the Village Green.

ATTACHMENTS:

1. 2023 9 11 Flag Memorial Request

From: The Cripe Family (Andrew, Christina, Henry, Charlie, William and Julia)
Date: August 28, 2023
To: Rob Bahan, Village Manager; Chris Rintz, Village President; Village Council
CC: John Ripka, Fire Chief
Brian O'Connell, Police Chief
Subject: Winnetka Village Green flag planting request for Memorial Day Observance

Dear Village Manager Bahan, Village President Rintz and Village Council,

As you know, our family has served as the caretakers of the annual 9/11 flag planting tradition on the Village Green in recent years. We are seeking permission to again plant American flags on the Village Green at the base of the Cenotaph to pay tribute to the 2,977 victims of the September 11 terrorist attacks 22 years ago. The flags would be planted beginning at 3:30 p.m. the afternoon of Sunday, September 10, 2021, and will remain standing until sundown on Monday, September 11, 2021, at which time they will be removed and stored for future observances.

We are honored to help coordinate this student-lead event. We would also like to thank in advance, Winnetka Fire Chief Ripka and the Winnetka/Kenilworth Fire Department and Winnetka Police Chief O'Connell and the Winnetka Police Department for their assistance each year. We would also like to thank and recognize Genevieve Nielson for starting this tradition in 2008 and Jackson Tucker and the Tucker family for continuing it before our family became involved.

This annual Winnetka tradition is open to all. We plant flags to remember those that we lost, honor the service of our first responders who ran toward danger on that terrible day, and to again gather together as a community to honor the heroism, strength of spirit and generosity of the American people on that day and on the days that followed.

Thank you for your consideration and support.

Sincerely,

William Cripe (New Trier, Sophomore), Henry Cripe (Iowa State/University of Westminster, Senior),
Charlie Cripe (University of Iowa, Freshman), Julia Cripe (Skokie School)

Thank you for your consideration and support.

Sincerely,

William Cripe (on behalf of Andy, Christina, Henry, Charlie, William and Julia Cripe)

RESOLUTION NO. R-84-2023

**A RESOLUTION HONORING THE 34 TH ANNIVERSARY OF THE
CHILDREN’S ADVOCACY CENTER OF
NORTH AND NORTHWEST COOK COUNTY**

WHEREAS, the Children’s Advocacy Center of North and Northwest Cook County (CAC) was established 34 years ago in August 1989 with a mission to provide comprehensive support and assistance to survivors of child abuse and other forms of violence and their families; and

WHEREAS, the CAC operates in 38 municipalities across north and northwest Cook County, including the Village of Winnetka; and

WHEREAS, during the fiscal year 2023, the CAC demonstrated its unwavering commitment by assisting with **3 cases over 10 hours** for residents of the Village of Winnetka, providing them with essential services, support, and resources; and

WHEREAS, over the past three decades, the CAC has played a vital role in raising awareness about child abuse prevention, providing counseling services, coordinating investigations, and collaborating with law enforcement, child protective services, medical and mental health professionals; and

WHEREAS, the CAC has made a lasting impact on countless lives, offering a safe haven and support network for vulnerable children, and promoting healing and resilience in the face of trauma; and

WHEREAS, the CAC has consistently demonstrated professionalism, dedication, and excellence in its work, earning the trust and admiration of the community;

NOW, THEREFORE, BE IT RESOLVED, that the Village of Winnetka hereby recognizes and commends the CAC on its 34th anniversary, and expresses gratitude for their unwavering commitment to the welfare of our community; extending its heartfelt appreciation to the staff, volunteers, board members, and all those associated with the CAC for their tireless efforts, compassion, and the positive impact they have made on the lives of children and families throughout the years.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 5th day of September, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
July 18, 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, July 18, 2023, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 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, Assistant Community Development Director Ann Klaassen, Finance Director Tim Sloth, Water & Electric Director Brian Keys and approximately 31 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) August 1, 2023 Study Session - All of the Council members present said they expect to attend.
 - b) August 8, 2023 Regular Meeting Cancelled.
 - c) August 15 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Bridget Orsic.
- 4) Public Comment.
 - i. Christina Codo requests the use of Council Chambers for Park District meetings.
- 5) Reports:
 - a) Trustees.
 - i. Trustee Handler confirms that the Landmark Preservation Commission approved a GFA bonus for a home built in 1895. In addition, the Landmark Preservation Commission proceeds with a non-voting student position.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President.
 - i. President Rintz commends the development of the golf course and looks forward to the reopening in the next year.
- 6) Presentations
 - a) Annual Comprehensive Financial Report (ACFR) and Popular Annual Financial Report (PAFR)

Finance Director Tim Sloth presents the Annual Comprehensive Financial Report for the year ending December 31, 2022, known as the audit. The ACFR serves to provide the Village's financial stakeholders reasonable assurance that the financial statements are

accurate and complete. As in previous years, the Village received awards of recognition from the Government Finance Officers Association for the quality of the Annual Comprehensive Financial Report and the Popular Annual Financial Report.

Mr. Sloth provides information regarding the Village's funds, various Village revenues, expenditures, fund balances and spendings, and Village pensions.

In addition to the audit, Tim Sloth presents information related to the Popular Annual Financial Report, a report providing key numbers and financial information for residents.

Ron Amen, Lauterbach and Amen, provides financial related information regarding Village funds and the audit report.

Trustee Dearborn addresses matters related to the Village's financial health and Village pensions.

President Rintz commends Village staff and Lauterbach and Amen.

b) Voluntary Lead Water Service Line Replacement Program – Policy Direction

After the State of Illinois enacted the Lead Service Line Replacement and Notification Act, the Village established the Voluntary Lead Water Service Line Replacement Program providing funding for residents at a first come first serve basis.

Water & Electric Director Brian Keys informs Council that the waitlist currently contains 125 individuals, and that staff is now seeking policy direction regarding the expansion of the program. Due to the interest in the program, staff is seeking an additional \$300,000 in funding.

Council discusses matters related to resident notices, feedback, and future replacement of lead water service lines. Brian Keys confirms that the Village website contains information related to lead water service line information by address.

Council unanimously grants policy direction.

7) 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.

8) Approval of the Establishment of the 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 in the amount of \$350,072.12.

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)

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

Trustee Handler, 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.

9) Ordinances and Resolutions.

Without objection, President Rintz re-orders the agenda as follows:

9 e) Ordinance No. M-11-2023: 1415 and 1423 Asbury Ave

9 c) Ordinance No. MC-08-2023: Permit Abeyance Period

9 a) Ordinance No. MC-07-2023: Lakefront Overlay District

9 b) Ordinance No. M-09-2023: Lakefront Overlay Map

9 d) Ordinance No. MC-09-2023: Special Use Amendments

e) Ordinance No. M-11-2023: Approving Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (1415 and 1423 Asbury Avenue) (Adoption)

Assistant Community Development Director Ann Klaassen informs Council of a request for the relocation of the lot line dividing the two lots. In addition, the applicant is requesting the replacement of the existing detached garage on the 1423 Asbury Avenue lot allowing for a smaller detached garage and a new driveway.

Council discusses matters relating to GFA, compliance, and stormwater.

Trustee Apatoff, seconded by Trustee Orsic, moved to introduce Ordinance No. M-11-2023. By voice vote, the motion carried.

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)

Community Development Director David Schoon confirms the amendments per Council's direction at the July 6th meeting. The proposed amendments address clarification regarding the abeyance period prohibited construction activity within the steep slope zone and required permitting, clarification of general repair and maintenance of structures, ensure restoration of property due to casualty loss, and the permitting of construction activity that does not disrupt or cause damage to soil.

David Schoon confirms that after legal review of the written protests received, the protests submitted do not meet the 20% threshold requirement for the ordinance.

Public Comment

Brandy Levinson addresses Council regarding ongoing permitting matters on her residential property.

Morris Silverman addresses Council regarding concerns along the bluff and financial expenses for maintenance and repairs.

Charlie Mills addresses Council regarding construction and maintenance of the bluff.

Jena Radnay expresses concerns regarding the devaluing of properties along the lakefront.

Michael Harrow addresses Council regarding concerns on construction and bluff restoration.

Resident does not state name addresses Council regarding concerns along the bluff and steep slope.

Rob Zabors addresses Council regarding the timing of the permit abeyance period, concerns related to steep slope, bluff, and property lines.

Mike Wand requests numerator and denominator of written protests.

Kelly Goldman addresses Council regarding approval of permitting.

Joanna Koratsis commends Council for establishing a study and permit abeyance period.

Phill Beck expresses concerns related to the moratorium.

Luke Henter addresses Council regarding bluff restoration and maintenance along the lakefront.

Rick Doran addresses Council regarding bluff restoration and maintenance.

Wess Baumann suggest Council permit lakefront homeowners seeking to protect and maintain the bluff.

Trustee Apatoff proposes that lakefront homeowners utilize the use of the Village's coastal engineer for review of construction projects during the study and permit abeyance period. President Rintz states that the three permits submitted to Village during the passing of the ordinance will follow an application process, pending review of the coast engineer, to determine permit status.

Council discusses matters related to the moratorium, protection of the bluff, potential limitations to property rights, 40 feet landward modifications, and restoration and maintenance along the lakefront.

President Rintz assures members of the public that the Village is not seeking to interfere with homeowner property rights but rather utilize the study and permit abeyance period to ensure that Council can make the best decisions regarding the issues at hand.

Village Attorney Peter Friedman confirms that a motion to approve the ordinance is subject to two changes; changes to section 17.80.030 subsections A and B; and the amendment of section 17.80.040, the exceptions to add the language that explicitly provide that repairs and general maintenance for bluffs or existing structures as of July 6, 2023 are permitted to proceed during the study and permit abeyance period.

Trustee Handler, seconded by Trustee Apatoff, moved to adopt Ordinance No. MC-08-2023 with the modifications reviewed by the Village Attorney. By roll call vote, the motion carried. Ayes: Trustee Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: Trustee Dalman. Absent: None.

[The Council took a recess at 9:32 PM; the meeting reconvened at 9:36 PM.]

a) Ordinance No. MC-07-2023: Amending the Text of the Winnetka Zoning Ordinance to Establish a Lakefront Preservation Overlay District (Adoption)

Community Development Director David Schoon states that the general purpose of the proposed text amendment is to establish a lakefront preservation overlay district and use regulations for publicly owned properties located within the new overlay district.

Public Comment

Rob Zabors requests the number of written protests received.

Trustee Orsic, seconded by Trustee Handler, moved to adopt Ordinance No. MC-07-2023. By roll call vote, the motion carried. Ayes: Trustee Albinson, Apatoff, Dalman,

Dearborn, Handler, and Orsic. Nays: None. Absent: None.

- 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)

Amendment of the text of the Winnetka Zoning Ordinance to establish a lakefront preservation overlay district requires the amendment of the official zoning map to place certain property along Lake Michigan in the Lakefront Preservation Overlay District.

Trustee Albinson, seconded by Trustee Handler, moved to adopt Ordinance No. M-09-2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

- d) Ordinance No. MC-09-2023: Amending the Text of the Winnetka Zoning Ordinance Regarding Amendments to Special Uses (Adoption)

Community Development Director David Schoon confirms amendments to the zoning ordinance regarding adjustments and modifications to special use permits and related procedures.

David Schoon confirms that after legal review of the written protests received, the protests submitted do not meet the 20% threshold requirement for the ordinance.

Trustee Dalman, seconded by Trustee Apatoff, moved to adopt Ordinance No. MC-09-2023. By roll call vote, the motion carried. Ayes: Trustee Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

10) Old Business. None.

11) New Business. None.

12) Appointments:

- a) Appoint Julian Solotorovsky to a full term on the Board of Fire and Police Commissioners – his term will expire July 18, 2026.

Trustee Dalman seconded by Trustee Apatoff, moved to appoint Julian Solotorovsky to a full term on the Board of Fire and Police Commissioners. His term will expire on 7/18/2026. By voice vote, the motion carried.

13) Closed Session: None.

- 14) Adjournment. President Rintz asks for call to adjourn. Trustee Dalman, seconded by Trustee Orsic, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:48 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
August 1, 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, August 1, 2023, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Village Manager Rob Bahan called the roll. Present: Trustees Rob Apatoff, Tina Dalman, Robert Dearborn, and Bridget Orsic. Absent: Trustees Kirk Albinson and Kim Handler. Also present: Deputy Village Clerk Berina Gradjan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Community Development Director David Schoon, and approximately 16 persons in the audience.
- 2) Pledge of Allegiance. Trustee Apatoff led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) August 8, 2023 Study Session Cancelled.
 - b) August 15 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Bridget Orsic.
 - c) September 5, 2023 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Pete Foset addresses Council regarding lakefront matters.
 - ii. Ted Wynnychenko addresses Council regarding concerns pertaining to the Bertling-Hill-Woodland pathway vacation.
 - iii. Susan Schreiber addresses Council regarding rip currents and e. coli.
 - iv. Christina Codo urges Council to conduct a joint study session with the Winnetka Park District and addresses Council regarding beach protection.
- 5) Reports:
 - a) Trustees.
 - i. Trustee Orsic briefs Council regarding positive public engagement at the Farmer's Market.
 - b) Attorney.
 - i. Village Attorney Peter Friedman confirms that the Illinois Attorney General ruled in favor of the Village regarding an Open Meetings Act challenge filed by a member of the public.
 - c) Manager.
 - d) Village President.

6) Presentations

a) Resolution No. R-71-2023: Appreciation Resolution – Crone Family (Adoption)

President Rintz, on behalf of Village Council and the Village of Winnetka, expresses gratitude to the Crone family for their cooperation and collaboration with respect to the 1205 Sunset property for allowing the Village to complete the Crow Island phase of the Stormwater Project.

Trustee Dalman, seconded by Trustee Apatoff, moved to adopt Resolution No. R-71-2023. By voice vote, the motion carried.

7) Establishment of the Consent Agenda.

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

8) Approval of the Consent Agenda

a) Approval of Warrant List dated July 3, 2023 – July 17, 2023 in the amount of \$4,954,893.81.

b) Ordinance No. M-11-2023: Approving a Final Plat of Subdivision and Granting Variations from the Winnetka Zoning Ordinance (1415 and 1423 Asbury Avenue) (Adoption)

c) Resolution No. R-72-2023: Waiving Bidding and Approving an Agreement with Govtemp USA, LLC for Temporary Staging Services (Adoption)

d) Resolution No. R-73-2023: Awarding a Contract to O.A.K.K. Construction Co., Inc. for Repair Services to the Fire Training Tower (Adoption)

e) Resolution No. R-75-2023: Waiving Bidding and Approving the Purchase of a New Public Works Vehicle from Custom Truck One Source Inc. (Adoption)

Trustee Dalman, seconded by Trustee Apatoff, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, and Orsic. Nays: None. Absent: Trustees Albinson and Handler.

9) Ordinances and Resolutions.

a) Ordinance No. M-12-2023: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of an Addition to an Existing Residence within the R-4 Single Family Resolution District (258 Ridge Avenue) (Introduction/Adoption)

Community Development Director David Schoon informs Council of a request from the applicant seeking approval for the construction of a one-story addition to the existing residence.

The applicant had submitted a Preliminary Property History Study Preparation Request, and after review by the Winnetka Historical Society, it was decided that the property likely maintains historical and architectural significance. The applicant has declined to proceed with the Historic and Architectural Impact Study and has decided to proceed with the variation request process.

Council discusses the Historic and Architectural Impact Study process and commends the preservation of the property.

Trustee Dalman, seconded by Trustee Dearborn, moved to waive introduction of Ordinance No. M-12-2023. By voice vote, the motion carried.

Trustee Dalman, seconded by Trustee Dearborn, moved to adopt Ordinance No. M-12-2023. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, and Orsic. Nays: None. Absent: Trustees Albinson and Handler.

b) Resolution No. R-74-2023: Approving a Reimbursement to the Village of Kenilworth for Design Services for the Green Bay Road Streetscape Concept Plan (Adoption)

The Village of Kenilworth will be taking the lead on a project for professional services to prepare a concept plan for Green Bay Road between Kenilworth and Winnetka for roadway and streetscape enhancement. Council will authorize the spending of \$32,760 for professional services, in partnership with Kenilworth.

Trustee Orsic, seconded by Trustee Apatoff, moved to adopt Resolution No. R-74-2023. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, and Orsic. Nays: None. Absent: Trustees Albinson and Handler.

10) Old Business. None.

11) New Business.

a) 808 Oak Street – Zoning Ordinance Text Amendment to Allow New Multi-Family Buildings in the C-2 General Retail Commercial District (Policy Direction)

Community Development Director David Schoon informs Council of a request submitted by the applicant seeking to amend the Zoning Ordinance to allow residential use on the ground floor less than 50 feet from the front street line. The applicant plans to construct a four-story building with ground floor parking and three condominium units occupying the top three floors.

David Schoon requests direction from Council on whether to first hold a public hearing and consider adopting the requested text amendment, and then have the applicant apply for a special use and variation request, or if Council will prefer to have the Plan Commission, Zoning Board of Appeals, and the Design Review Board review and recommend the text amendment, special use, and variation request.

Council discusses the length of each process and the benefits of both a public hearing and review by various advisory boards.

After deliberation, Council recommends that the Plan Commission, Zoning Board of Appeals, and the Design Review Board review and recommend the text amendment, special use, and variation request.

12) Appointments: None.

13) Closed Session: None.

14) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:58 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
August 15, 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, August 15, 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, and Robert Dearborn. Absent: Trustees Kim Handler and Bridget Orsic. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Community Development Director David Schoon, and approximately 10 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) September 5, 2023 Regular Meeting All of the Council members present said they expect to attend.
 - b) September 12, 2023 Study Session All of the Council members present said they expect to attend.
 - c) September 19, 2023 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Peter Gelderman addresses Council regarding the Popular Annual Financial Report.
- 5) Reports:
 - a) Trustees. No report.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. No report.
- 6) Presentations
 - a) Environmental & Forestry Commission Green Award
Diana Puga, Public Works Analyst and Environmental & Forestry Commission staff liaison, presents the 2023 Green Award to New Trier High School for its efforts in climate, energy, leadership, and sustainable communities.
Trustee Handler entered the meeting at 7:08 p.m.
- 7) Establishment of the Consent Agenda.
Trustee Apatoff seconded by Trustee Dalman moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.

8) Approval of the Consent Agenda

- a) Approval of Village Council Minutes
 - i. July 6, 2023 Regular Meeting
 - ii. July 11, 2023 Study Session
 - b) Approval of Warrant List Dated July 17, 2023 - July 31, 2023 in the amount of \$2,384,649.32.
 - c) Resolution No. R-76-2023: Approving the Purchase of a New Public Works Kubota Utility Tractor Vehicle (Refuse Scooter) (Adoption)
 - d) Resolution No. R-77-2023: Waiving Competitive Bidding and Awarding a Contract to Leopardo Construction Inc. for Repair of the Village Hall Bell Tower (Adoption)
- Trustee Handler seconded by Trustee Apatoff, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, and Handler. Nays: None. Absent: Trustee Orsic.

9) Ordinances and Resolutions.

- a) Ordinance No. MC-10-2023: Amending Chapter 3.40 of the Winnetka Village Code Regarding the Landmark Preservation Commission (Introduction/Adoption)

President Rintz noted that a student approached Council expressing interest in joining the Landmark Preservation Commission (LPC) as a student member, which would require an update of the Village Code. This student has attended all LPC meetings in the past year and Trustee Liaison Kim Handler noted the LPC would welcome the student member.

Trustee Albinson, seconded by Trustee Dalman, moved to waive introduction of Ordinance No. MC-10- 2023. By voice vote, the motion carried.

Trustee Dearborn, seconded by Trustee Apatoff, moved to adopt Ordinance No. MC-10-2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, and Handler. Nays: None. Absent: Trustee Orsic.

- b) Ordinance No. M-13-2023: Granting a Special Use Permit for the Operation of a Real Estate Office within the C-2 Commercial Overlay District - Compass Realty - 564 Lincoln Avenue (Introduction)

Community Development Director David Schoon addresses Council regarding an application for a special use permit submitted by Compass Realty for 564 Lincoln Avenue. The subject property is approximately 4,500 square feet, with 1,500 square feet in the commercial overlay district. The Plan Commission recommended approval of the request by a vote of 4-2.

The applicant's attorney Cal Bernstein addresses Council regarding the feedback received from the Plan Commission, and introduces Jen Epstein, Hoffman Commercial Real Estate Property Manager for 564 Lincoln who provided a summary of the efforts to lease the space, noting various homeowner association restrictions. Johnny Satts, Compass Director of Corporate Real Estate addresses Council affirming that the Applicant has provided updated information regarding the proposed use of the retail area, focusing on a long-term art gallery tenant rather than a pop-up approach.

Terry Dason, Executive Director of the Winnetka Northfield Glencoe Chamber of

Commerce expresses support for the special use application.

Council discusses various aspects of the application including signage, accessibility of the space, continuity of the overlay district, pop up versus a long-term tenant in the retail space, vibrancy of the retail space, and creation of foot traffic in the district.

Trustee Dearborn notes that the Ordinance refers to a pop-up retail use and should be updated before adoption if a long-term tenant is secured.

Trustee Dearborn, seconded by Trustee Apatoff, moved to introduce Ordinance No. M-13-2023 with the modifications noted above. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, and Handler. Nays: None. Absent: Trustee Orsic.

10) Old Business. None.

11) New Business. None.

12) Appointments:

- a) Appoint Tim Ring to a full term on the Environmental & Forestry Commission – his term will expire August 15, 2026.

Trustee Dalman, seconded by Trustee Albinson, moved to appoint Tim Ring to a full term on the Environmental & Forestry Commission. His term will expire on August 15, 2026. By voice vote, the motion carried.

13) Closed Session: None.

14) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:04 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated August 1, 2023 - August 15, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: September 5, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated August 1, 2023 - August 15, 2023.

RECOMMENDATION:

Consider Approving the Warrant List Dated August 1, 2023 - August 15, 2023

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-78-2023: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Weg Transformers USA, LLC for the Purchase of One 1500 kVA Pad Mount Transformer (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: September 5, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Water Plant is powered by two large transformers, often referred to as Station Power transformers, for redundancy purposes. These units provide the power to feed the pumps and auxiliary systems that treat the lake water and pressurize the system. Due to the age of the existing units and the ongoing market conditions for transformers, staff has deemed their replacement a priority. Long term, both units will be replaced as a part of the Water Fund Capital Improvement Plan.

As a part of its Five Year Capital Improvement Plan, the Water Fund budgeted \$80,000 to replace one of the units. Due to the complexity of the transformer design, staff engaged the services of the engineering firm Power System Engineering (PSE) to assist in developing a bid specification and conduct a bid evaluation. The contract with PSE for this work was executed under the Village Manager's purchasing authority.

The Water & Electric Department issued Bid #023-018 for the purchase of a 1500 kVA pad mount transformer. The bid notice was posted to the on-line bidding service Demand Star. Three vendors submitted the following bids.

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

Unit Price: \$88,756 with escalation.

Quoted lead time is 84-86 weeks after drawing approval. With drawing approval, the total estimated lead is 88-90 weeks.

Wesco, an electric distributor, submitted a bid based on transformers manufactured by Hitachi Energy (formerly ABB)

Unit Price: \$133,530 with escalation.

Quoted lead time is 44-50 weeks after drawing approval. With drawing approval, the total estimated lead is 48-54 weeks.

Fleming Electric Inc, an electric distributor, submitted a bid based on transformers manufactured by Magnetron S.A.S.

Unit Price: \$131,401 with escalation.

Quoted lead time is 39-41 weeks

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

PSE recommends that the Village of Winnetka award the transformer bid to WEG Transformers based on the lowest responsible evaluated base bid in the amount of \$88,756.

Based on lead time, this transformer will arrive in March 2025. This transformer will be included in the fiscal year 2025 Water Fund Budget.

Resolution No. R-78-2023, rejects all bids, waives bidding requirements and awards a contract to Weg Transformers USA for the purchase of a 1500 kVA pad mount transformer in an amount of \$88,756, subject to a price adjustment per the contract terms.

RECOMMENDATION:

Consider adoption of Resolution No. R-78-2023, rejecting all bids, waiving bidding requirements and awarding a contract to Weg Transformers USA, LLC for the purchase of a 1500 kVA pad mount transformer for an amount of \$88,756 subject to a price adjustment per the contract terms.

ATTACHMENTS:

1. Resolution No. R-78-2023: Awarding a Contract to Weg Transformers USA, LLC for the Purchase of One 1500 kVA Pad Mount Transformer
2. Exhibit B - Engineer's Bid Evaluation

RESOLUTION NO. R-78-2023

**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS,
AND AWARDING A CONTRACT TO WEG TRANSFORMERS USA, LLC FOR THE
PURCHASE OF ONE 1500 KVA PAD MOUNT TRANSFORMER**

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

WHEREAS, on June 22, 2023, the Village issued Request for Bid #023-018 ("**Request for Bids**") for the purchase of one 1500 kVA Pad Mount Transformer ("**Transformer**"); and

WHEREAS, the Village received three bids ("**Bids**") to provide the Transformer and opened the Bids on July 20, 2023; and

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

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

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

WHEREAS, the Village Council desires to enter into a contract with Weg for the Village to purchase the Transformer in an amount of \$88,756.00, subject to a price adjustment pursuant to the terms of the contract attached hereto as **Exhibit A** and, by this reference, made a part of this Resolution ("**Contract**"); and

WHEREAS, Village staff has recommended that the Village Council (i) reject all of the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) enter into the Contract with Weg for the Transformer; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) reject the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) enter into the Contract with Weg for the Transformer;

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

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

SECTION 2: REJECTION OF BIDS. The Village Council hereby rejects all of the Bids for the Transformer received in response to the Request for Bids issued by the Village and directs the Village Manager, or his designee, to inform the bidders thereof.

SECTION 3: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Transformer.

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

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

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

ADOPTED this 5th day of September, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

CONTRACT

EXHIBIT A

VILLAGE OF WINNETKA

CONTRACT/BID
FOR Water Plant 1500 KVA Transformer

Full Name of Bidder:

WEG Transformers USA

("Bidder")

Principal Office Address:

6350 WEG Drive

Washington, MO. 63090

Local Office Address:

6350 WEG Drive

Washington, MO. 63090

Contact Name: Holly Wassall

Telephone: 

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. 1 (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.

EXHIBIT A

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 Attachments A and B 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
10	1500 KVA	See pricing form in Attachment B.	88,756.00	88,756.00

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

See pricing form in Attachment B.

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.

EXHIBIT A

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

(1) The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined. These escalation terms will factor into the bid evaluation.

(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 84-86 weeks, 20 .

4. Financial Assurance.

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

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

EXHIBIT A

5. Firm Proposal.

The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined. These escalation terms will factor into the bid evaluation.

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.

EXHIBIT A

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 07 date of 26 2023

EXHIBIT A

Bidder's Status: ()__Corporation ()__Partnership () Individual Proprietor
 (State) (State)

Bidder's Name: WEG Transformers USA

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Holly Wassall

Title/Position: Account Specialist

Bidder's Business Address: 6350 WEG Drive Washington, MO 63090

Bidder's Business Telephone: () Facsimile: (N/A) hwassall@weg.net

If a Corporation or Partnership, list all Officers or Partners:

Customer Name: Village of Winnetka IL

Attn: Anthony Vasquez

PROJECT REFERENCE: Bid #023-018

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

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

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

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

Sincerely,


Holly Wassall
Account Specialist-Distribution Transformers
Utility Sales

General Conditions

Validity	From 7/24/2023 through 8/24/2023
Product(s)	Three Phase Pad-Mount Transformer(s)
Location	Unit(s) will be manufactured in Washington, Missouri
Prices	Subject to escalation 30 days prior to shipment. https://weg.us/wp-content/uploads/2022/02/Escalation-notice-Distribution-Transformers-Spot-Term-Contract.pdf
Taxes	Federal, state, local or any other taxes, and tariffs are excluded.
Freight	FOB Shipping - freight prepaid and allowed
Payment	NET 30 days from invoice
Warranty	Standard - 12 months from date of installation, not to exceed 18 months from date of shipment

Quotation Comments/Exceptions

- 1.1.A./2.3.B. Primary is 4160 Delta single Voltage, per addendum.
- 2.1.B./2.3.A. Design is 65 C rise, per spec. Load loss is provided at 85 C.
- 2.4.A. Gauges will have standard alarm contacts wired to a terminal strip for customer connection.
- 2.4.C. Primary bushings will be 600 Amp integral non-loadbreak.
- 2.4.D./2.4.H. Design has three two-position on/off switches. Transformer switch is 300 Amps, Line switches 550 Amps.
- 2.5.B. Coils are not energized during vacuum/filling.
- 2 Year warranty included in quoted price.

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

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

Proposal Notes (1/2)

DRAWINGS

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

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

Record Drawings can be sent two weeks prior to shipment.

TECHNICAL NOTES

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

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

SHIPPING NOTES

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

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

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

TERMS

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

Proposal Notes (2/2)

TESTING

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

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

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

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

CANCELLATION SCHEDULE

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

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

TERMS & CONDITIONS OF SALES

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

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



WEG Transformers USA

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

EXHIBIT A

TECHNICAL SPECS

Date: 7/24/2023
Quotation Number: 495938355
Item Number: 0010

Customer Line No.:	Village of Winnetka	Quantity:	1
Unit Price:	\$88,756.00 USD	Extended Price:	\$88,756.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	1500 kVA	Model#:	
	Envirotemp FR3 Immersed	Cooling Class:	KNAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	4160 Delta	Secondary Voltage:	480Y/277
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	0	LV Winding Matl:	0
High Voltage Taps:	B Taps - Two 2.5% Taps below Nominal and Two 2.5% Taps above Nominal		
No Load Loss:	1378 Watts @ 20 °C	Load Loss:	10727 Watts @ 85 °C
		Total Loss:	12105 Watts
Impedance:	5.75 %		

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 14x24

Cabinet Depth: 30 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific Dimensions

Dead Front Primary Terminations: Integral Non-LoadBreak Bushings 600 Amp

Secondary Terminations: Epoxy Bushings w/ Non_Removable 12 Hole Brass J Spades w/Spade Support

Neutral: L.V. Neutral Bushing with Removable Grounding Strap

{ Switching }

2, 2-Position Line Switches & 1,2-Position Transformer Switch (3 Switches Total)(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-070-01I, Cover Mounted Pressure Relief Device (Viat), Drain Valve w/ Sampler,
Liquid Level Gauge w/ Contacts (Qty=2), Liquid Temp Gauge w/ Contacts (Qty=2), Pressure Vacuum Gauge w/ Contacts
(Qty=2), Winding Temp Gauge w/ Contacts (Qty=3),
1" Fill Plug w/Schrader Valve
2-2 Hole Ground Pads
550 Amp A & B switches

Drain valve and sampler in lock box on low Voltage side.

Gauges in mounted cabinet on the side of the transformer.

Insulation PF test

S/N#

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 84 TO 86 WEEKS AFTER RECEIPT OF ORDER

{xls-000.005} Printed by hwassall on 07/24/23



JULY 13th, 2023

**ADDENDUM NO. 1
REQUEST FOR BIDS
WATER PLANT 1500 KVA TRANSFORMER
RFB #023-018
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages.

**In light of the responses below, the Bid Opening date has been revised to
Thursday, July 27th, 2023 at 11:00AM.**

1. The transformers are dual voltage (in HV), therefore: At which voltage level, should impedance and losses be guaranteed/evaluated?

Village has elected to change the design to single voltage (4160V) on the high side of the transformer. Please disregard any references to dual voltage on the high side.

2. As you are likely aware, because of global supply chain issues delivery times have been varied. What is your delivery requirement or request for this transformer? We are currently proposing 39-44 weeks for 1500KVA transformers and similar.

The Village understands the market conditions and will accept the lead times dictated by the manufacturing process. Bidder should provide a realistic estimate of lead time in their response.

EXHIBIT A

3. In light of the raw material escalation issues will you accept a progress payment schedule?

The Village will accept material escalation net-30 upon delivery of the transformer. The bidder needs to provide detailed escalation terms with their bid.

4. Section 2.4.A requires all gauges to be SCADA ready. We will provide gauges with alarm contacts (SPST or SPDT) wired to a terminal strip for customer connections.

This is sufficient for future SCADA-ready provisions.

5. Section 2.4.C requests 600 Amp wells and inserts for loadbreak operation. 600A bushings are one piece integral design and are dead-break only.

This is acceptable.

6. Section 2.4.D and H cover primary switches. Does the customer need a 4-position loadbreak switch? If so, T-blade or V-blade.

No, the Village requires a three-position on-off load-break, dead-front, gang-operated switch with the following designations:

1. Line switch A for H1A, H2A, H3A
2. Line switch B for H1B, H2B, H3B
3. Transformer switch

There was a discrepancy between the description of the switching in Section 2.4.D (previously stated to be two-position, but should be three-position) and the one-line diagram provided in Section 2.4.H. Please use the one-line diagram as the reference for a three-position on-off primary switch.

7. Section 2.4.I requires anchor bolts. We provide tank flanges with holes for anchor bolts, but do not provide anchor bolts.

This is acceptable. Please make note of this in the Clarifications/Exceptions section of the proposal bid form in Attachment B.

EXHIBIT A

8. Section 2.5.B requires the unit to be energized whole under vacuum to dry out coils. We will have to take exception to this. We use c/c drying over prior to tanking to remove moisture and then vacuum fill right after tanking.

The manufacturer is allowed to provide Clarifications/Exceptions on the proposal bid form in Attachment B. This will be evaluated as part of the bid cost.

9. Please have customer verify if on attachment B if 12/24.4MVA is a typo. It does not look like it applies to this unit.

Yes, this is a typo. An updated Attachment B form has been provided.

If you have any questions regarding Addendum #1, please contact me at (847)716-3504.

Anthony Vasquez
Assistant Finance Director

EXHIBIT A
ATTACHMENT B - PROPOSAL BID FORM

VILLAGE OF WINNETKA, IL – WATER PLANT TRANSFORMER REPLACEMENT

1. Base Bid - Total firm price to design, construct, test, and deliver one (1) three-phase, liquid-filled, pad-mount transformer, rated 1,500 kVA, 65-degree C rise, dual-rated 4.16 kV/12.47kV Delta primary, 480Y/277V secondary in accordance with these Procurement Specifications:

Quoted Base Price – one (1) transformer \$ 88,756.00

The Village requests firm pricing. If bidder is unable to provide firm pricing, please provide detail on how escalation will be determined. These escalation terms will factor into the bid evaluation.

2. Alternate bid (if applicable) \$ N/A

Description of alternate bid:

3. Optional price for extended warranty (Length: 2 Year) \$ 88,756.00

4. Delivery:

Shipping ARO: 84-86 Weeks

5. List items which will be shipped unassembled and require assembly in the field, if applicable:

N/A

6. Shop drawing submittal schedule:

Approval Drawings for Review ARO: 4 weeks

Final Drawings ARO:

7. Transformer data:

a. Manufacturer WEG Transformers USA

b. Factory location (where windings are manufactured and transformer is assembled) Washington, MO

EXHIBIT A

- | | |
|--|-------------------------------------|
| c. Guaranteed maximum no-load loss at rated voltage and 20° C | <u>1405</u> |
| d. Guaranteed maximum load loss at rated voltage (Base MVA, 75° C) | <u>11049</u> |
| e. Main coil material: Copper or Aluminum | <u>Aluminum</u> |
| f. Impedance | <u>5.75%</u> |
| g. Estimated base dimensions | <u>W-56.4 in D-33.8 in</u> |
| h. Estimated overall outside dimensions | <u>W-69.7 in X D-102 in H-79 in</u> |
| i. Estimated weight | <u>10941</u> |
| j. Estimated total oil capacity | <u>477 Gallons</u> |
| k. Warranty: | |
| i. State the length of warranty period | <u>2 Years</u> |
| ii. Is in/out coverage included? For how long? | <u>N/A</u> |
| iii. Does the warranty cover all accessories as well as the core and coil? | <u>Yes</u> |
| l. Shipment: | |
| i. Will the transformer ship oil-filled? Yes/No | <u>Yes</u> |
| ii. F.O.B. destination? | <u>Yes</u> |
| iii. Proposed destination | <u>Winnetka IL</u> |
8. The equipment proposed is in accordance with the specifications:
- ☐ Yes ☒ No - (If not, list all exceptions under Item 10 below)

EXHIBIT A

9. Clarifications/Exceptions: [List as required for each application]

Please see attached list of engineering clarifications and exceptions on WEG cover page.

SELLER: WEG Transformers USA

ADDRESS: 6350 WEG Drive Washington, MO. 63090

AUTHORIZED REPRESENTATIVE:

SIGNATURE:



DATE: 07/26/2023

TITLE: Account Specialist

TELEPHONE NUMBER: 636-239-9300

Proposal contact person: Holly Wassall

Email address of proposal's contact person: hwassall@weg.net

Phone number of proposal's contact person:





August 2, 2023

Village of Winnetka – Water & Electric
Attn: Nick Narhi, Assistant Director
nnarhi@winnetka.org
(847) 716-3553

Subject: Bid Recommendation – Winnetka IL Water Plant Transformer Replacement

Dear Mr. Narhi,

I am sending you this letter with the recommendation for awarding the transformer bid for the Winnetka Water Plant transformer replacement project.

Bids were received for one (1) three-phase, liquid-filled, pad-mount transformer, rated 1,500 kVA, 65-degree C rise, 4.16 kV Delta primary, 480Y/277V secondary. Bids ranged in price from \$88,756 to \$133,530. The bid tabulation and evaluation are included for reference.

PSE recommends that the Village of Winnetka award the transformer bid to WEG Transformers based on the lowest responsible evaluated base bid in the amount of **\$88,756** with a lead time of **84-86 weeks**. The costs and lead times of all bids is not too surprising due to current supply chain constraints, manufacturer plant loading, and other inflationary pressures having increased costs as well as lead times for transformers and other major electrical components.

The contract cost of \$88,756 includes the one (1) 1,500 kVA transformer, a 2-year warranty, and delivery to the site. It is important to note that this bid price is subject to escalation pricing 30 days prior to shipment. Please review WEG's general conditions for more information. However, even with the escalation pricing, we believe this bid to still be the lowest responsible evaluated price.

Delivery of the transformer is anticipated to be approximately March 2025.

Please contact me with any questions or comments.

Sincerely,


Seth Packwood, PE
Power System Engineering, Inc.

Cc: Ryan Bridges, Village of Winnetka
James Olson, Village of Winnetka
Samuel Carrasco, Village of Winnetka
Jamie Sieren, PSE

Attachments: Transformer Bid Tabulation 2023-08-02
Transformer Bid Evaluation 2023-08-02

EXHIBIT B

Winnetka, IL - Water Plant Transformer Replacement - Transformer Bid Tabulation						
Latest Revision 8-2-2023						
	Core (No-Load) Losses \$/kW:	\$12,500				
	Winding (Load) Losses \$/kW:	\$2,700				
				Lowest Evaluated Bid	Second Lowest Evaluated Bid	
			Magnetron S.A.S.	WEG Transformers USA	Hitachi (formerly ABB)	
			-----	-----	-----	
	Base Bid -Total firm price to design, construct, test, and deliver one (1) three-phase, liquid-filled, pad-mount transformer, rated 1,500 kVA, 65-degree C rise, 4.16 kV Delta primary, 480Y/277V secondary		\$131,401.00	\$88,756.00	\$133,530.00	
	Core (No-Load) Losses at 12,500 \$/kW		\$17,575.00	\$17,562.50	\$17,575.00	
	Winding (Load) Losses at 2,700 \$/kW		\$27,243.00	\$29,832.30	\$27,243.00	
	Losses Notes:		*Estimated losses based off of other manufacturers			
	Optional price to extend warranty to 24 months		\$8,950.00	N/A	\$4,500.00	
	Warranty Notes:			*24-month warranty included with base bid	*Warranty extension from 18 to 24 months is estimated	
			-----	-----	-----	
	Evaluated Cost - Transformer cost with losses and 24-month warranty		\$185,169.00	\$136,150.80	\$182,848.00	
	Alternate bid (if applicable)		N/A	N/A	N/A	
			-----	-----	-----	
	Contract cost (1,500 kVA transformer)			\$88,756.00		

Winnetka, IL - Water Plant Transformer Replacement - Transformer Bid Tabulation							
Latest Revision 8-2-2023							
				<u>Quote 1</u>	<u>Quote 2</u>	<u>Quote 3</u>	
			Manufacturer's Representative	Fleming Electric, Inc.	WEG Transformers USA	WESCO	
			Manufacturer	Magnetron S.A.S.	WEG Transformers USA	Hitachi (formerly ABB)	
Bid Form Section	Proposal Contact Person			Erin Velez Smith/Kelly Agudelo	Holly Wassall	Matt Boggs	
1			Base Bid -Total firm price to design, construct, test, and deliver one (1) three-phase, liquid-filled, pad-mount transformer, rated 1,500 kVA, 65-degree C rise, 4.16 kV Delta primary, 480Y/277V secondary	\$131,401	\$88,756	\$133,530	
2			Alternate bid (if applicable)	N/A	N/A	N/A	
3			Optional price for extended warranty (price and length)	\$8,950 for 24 months	N/A	N/A	
4			Delivery: Shipping ARO	39-41 weeks	84-86 weeks	44-50 weeks	
5			Items which will be shipped unassembled and require assembly	N/A	N/A	N/A	
6			Shop drawing submittal for review ARO	Dec 2023	4 weeks	4-6 weeks	
			Shop drawing submittal final ARO	Dec 2023	2 weeks prior to shipment	Prior to shipment	
7			Transformer data: 1,500 kVA Unit				
	a		Manufacturer	Magnetron S.A.S.	WEG Transformers USA	Hitachi (formerly ABB)	
	b		Factory location	Pereira, Columbia, SA	Washington, MO	Jefferson City, MO	
	c		Guaranteed maximum no-load loss at rated voltage and 20° C (in kW)	1.406	1.405	1.406	
	d		Guaranteed maximum load loss at rated voltage (Base MVA, 75° C) (in kW)	10.09	11.049	10.09	
	e		Main coil material	Copper	Aluminum	Aluminum	
	f		Impedance	5.0-7.5%	5.75%	5.75%	
	g		Estimated base dimensions		W-56.4" / D-33.8"	66" x 66"	
	h		Estimated overall outside dimensions		W-69.7" / D-102" / H-79"	88" x 88"	
	i		Estimated weight (lbs)		10,941	10,300	
	j		Estimated total oil capacity (gallons)		477	390	
	k		Warranty:				
		i	Length of warranty period	12 months (1 year)	24 months (2 years)	18 months from delivery	
		ii	Is in/out coverage included? For how long?	No	No	No	
		iii	Does the warranty cover all accessories as well as the core and coil?	Yes	Yes	Yes	
	l		Shipment:				
		i	Will transformer ship oil filled? Yes/No	Yes	Yes	Yes	
		ii	F.O.B. destination?	Yes	Yes	No, FCA	
		iii	Proposed destination	Village of Winnetka 60093	Winnetka, IL	FCA	
8			The equipment proposed is in accordance with the specifications?	Yes	No	Yes	
9			Clarifications/Exceptions?	Please see document "R-PV2-03-1297-2023 MO&G - Technical Information"	1.1.A./2.3.B. Primary is 4160 Delta single Voltage, per addendum. 2.1.B./2.3.A. Design is 65 C rise, per spec. Load loss is provided at 85 C. 2.4.A. Gauges will have standard alarm contacts wired to a terminal strip for customer connection. 2.4.C. Primary bushings will be 600 Amp integral non-loadbreak. 2.4.D./2.4.H. Design has three two-position on/off switches. Transformer switch is 300 Amps, line switches 550 Amps. 2.5.B. Coils are not energized during vacuum/filling. 2 Year warranty included in quoted price. If any item or service is not listed it is not included nor implied to be. The end user to review WEG’s offer before placing an order.	See attached "WESCO - winnetka BOM"	



Agenda Item Executive Summary

TITLE: Resolution No. R-79-2023: Waiving Bidding Requirements and Authorizing the Purchase of Two Police Vehicles for 2024 (Adoption)

PRESENTER: Brian O'Connell

AGENDA DATE: September 5, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Police Department is equipped with a fleet of vehicles manufactured by Chrysler/Dodge, General Motors, and Ford Motor Companies. The vehicles purchased for patrol use are typically designed with special police package options to increase their suitability and reliability. The typical lifespan of these vehicles is 85,000 police duty miles.

EXECUTIVE SUMMARY:

The Police Department currently maintains a mixed-fleet of patrol vehicles rather than just one type of vehicle. A mixed fleet enables more flexibility and safeguards against manufacturing disruptions and recalls. Over the last two years, the department has experienced challenges ordering and receiving vehicles from suppliers as part of our normal vehicle replacement process. Motor vehicle companies have expressed that they are experiencing their own challenges with vehicle supply chains and procuring vehicles to fill orders they have already received.

The Police Department typically purchases police vehicles through the Suburban Purchasing Cooperative (SPC). Over the last few years, Currie Motors has been awarded the contract by the SPC Governing Board. Police staff have had on-going conversations with Currie Motors about 2024 production and purchasing; however, Currie Motors representatives had limited information as vehicle specifications and production are not yet available and the contracts have not been bid. Representatives from Currie Motors did share that there will be a very limited window to reserve 2024 vehicles beginning in the fall of 2023. If reservations are not made this calendar year, it is unlikely a vehicle order will be received in the 2024 calendar year. Currie Motors experienced the same challenges in 2022 when municipalities were attempting to place orders for the 2023 calendar year. That year, vehicle orders ceased in September of 2022, and no additional orders were accepted for the entire 2023 calendar year.

Police staff also contacted Pilson Auto Group. Pilson Auto Group advised that they have previously matched the Illinois State Contract pricing for pursuit-rated vehicles. Pilson Auto Group shared concerns similar to those of Currie Motors and stated they have not received information about the expected pricing of 2024 vehicles. They also will have a very limited window for municipalities to reserve vehicle orders sometime in the coming weeks. Police staff contacted Bill Napleton Ford. Napleton Ford related the same issues facing Currie Motors and Pilson Auto Group.

Due to the limited window for reserving vehicles, the department is requesting approval to waive bidding requirements and authorize the purchase of two police vehicles for 2024. For this replacement, the department is seeking to purchase one 2024 All Wheel Drive Ford Utility Police Interceptor and one 2024 All Wheel Drive Police Equipped Chevy Tahoe. All-wheel drive makes the vehicles well suited for inclement weather. Both vehicles will be fully marked and used for patrol duties. The new vehicles will be replacing a 2016 and a 2018 Dodge Charger, both of which have reached the end of their useful lives for police use. After the Village receives these two new vehicles, they will be outfitted with appropriate police equipment and communications systems, making them ready for patrol service. The build cost estimates range between \$10,000-\$15,000 each and fall within the purchasing authority of the Village Manager.

The verbal estimate provided by Currie Motors for the 2024 Chevrolet Tahoe was approximately \$60,000.00. Currie Motors does not have any information on Ford products due to Ford Corporate not releasing production plans to date. Napleton Ford gave a preliminary estimate for a 2024 Ford Police Utility of \$48,167.00 (MSRP - \$50,270.00). The FY24 Capital Budget includes \$165,000.00 for the purchase of police vehicles. Should the cost of the vehicles exceed the approved expenditure once the SPC contracts are awarded, the police department will return to the Council for consideration of additional funds. Should additional funding not be approved, the police department has the option to cancel the reservation with no penalty costs.

RECOMMENDATION:

Consider adopting Resolution No. R-79-2023: Waiving Bidding Requirements and Authorizing the Purchase of Two Police Vehicles for 2024

ATTACHMENTS:

1. Resolution No. R-79-2023: Waiving Bidding Requirements and Authorizing the Purchase of Two Police Vehicles for 2024
2. Marked Patrol Fleet Vehicle Replacement Recommendations Memorandum

RESOLUTION NO. R-79-2023

**A RESOLUTION WAIVING BIDDING REQUIREMENTS AND
AUTHORIZING THE PURCHASE OF TWO POLICE VEHICLES FOR 2024**

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 and a shortage of vehicle inventories at car dealers, it has become difficult for the Village to find and purchase vehicles, and when a vehicle becomes available, it is necessary to take immediate action to secure and purchase said vehicle; and

WHEREAS, the Village Police Department has identified the need to purchase two new police vehicles for 2024 ("***Vehicles***"); and

WHEREAS, to allow the Village to procure the Vehicles in this competitive market, the Village Council desires to give the Village Manager the authority to approve the purchase of the Vehicles within budgeted amounts without the need to obtain additional Village Council approval; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) grant the Village Manager the authority to approve the purchase of the Vehicles, provided that the cost for the purchase of the Vehicles is within the budgeted amounts budgeted by the Village's Police Department.

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, the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Vehicles.

SECTION 3. AUTHORIZATION TO APPROVE PURCHASE. Pursuant to its home rule authority and notwithstanding any requirement of Section 4.12.010 of the Village Code or the Village's Purchasing Manual, the Village Council hereby authorizes the Village Manager to approve the purchase of the Vehicles, provided that the cost for the purchase of the Vehicles is within the budgeted amounts budgeted by the Village Council.

SECTION 4. AUTHORIZATION TO EXECUTE PURCHASE ORDER. The Village Council hereby authorizes the Village Manager to execute and attest, on behalf of the Village, the purchase order and any other necessary document related to the purchase of the Vehicles authorized pursuant to Section 3 of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 5th day of September, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

WINNETKA POLICE DEPARTMENT

MEMORANDUM

August 28, 2023

To: Chief Brian O'Connell #400

From: Sgt. Karl Larson #407

Subject: Marked patrol fleet vehicle replacement recommendations

The police department has historically maintained a mixed fleet of marked patrol vehicles. This is done to prevent the entire fleet from being affected by any manufacturing disruptions and vehicle recalls. The existing fleet consists of Ford AWD Utility Interceptors and Dodge AWD Chargers. Both vehicles are specifically manufactured for police patrol with upgraded engines, parts, and equipment to handle the needs of patrol operations.

In 2023, Dodge announced they would be ceasing production of the AWD Charger. To continue the practice of maintaining a mixed fleet, the police department needs to evaluate a replacement option. Currently, there are two viable options on the market: the Chevy AWD Tahoe and the Dodge AWD Durango which are both produced for police patrol use.

I spoke with Pilson Auto Group Fleet Sales Manager Jason Wavering who advised his dealership matches the Illinois State Contract pricing for the Dodge Durango Pursuit vehicles. Wavering stated pricing information is not yet available for the 2024 model. He believes pricing information will be released in the coming month and the ordering window would be closed before 2024. He said the last comparable 2023 Dodge Durango he ordered cost \$46,995.00. His experience over the last seven years is the Durango price will increase approximately 7%, for a total of \$50,284.65.

I spoke with Currie Motors Fleet Sales Manager Tom Sullivan who has held the Chevy Tahoe contract for the Suburban Purchasing Cooperative for the last several years. Sullivan advised me that General Motors has not announced its production plans or pricing for the 2024 Tahoe. He is expecting that information in the next couple of weeks. He advised that when Chevy produces the Tahoe, there will be a short ordering window in which to place any orders. Sullivan recommended budgeting \$60,000.00 per vehicle.

I spoke with Morrow Brothers Ford Fleet/Government Sales Manager Richie Morrow Wellenkamp who advised there is no information on the pricing for the 2024 Ford Utility Interceptor available at this time.

I spoke with Bredemann Ford Fleet Manager Daniel Sakolsky. Using the specifications of our last factory order Ford Utility Interceptor, Sakolsky estimated a 2024 Ford Utility Interceptor would cost approximately \$53,000.00.

Finally, I spoke with Bill Napleton Director of Fleet Sales Mike Lureau who also estimated the pricing for a 2024 Utility to be \$53,000.00.

Staff contacted multiple agencies, including Highland Park, Glenview, Northfield, Glencoe, and Northbrook. None of these agencies include the Dodge Durango as part of their mixed fleet. Their preferred vehicles are currently the Chevy Tahoe and Ford Utility. The Chevy Tahoe has proven to be a reliable vehicle used by many area police and fire departments. Currently, the Winnetka Fire Department has two Chevy Tahoes in their fleet and the village mechanics stock standard maintenance parts for these vehicles. The village does not currently have Dodge Durangos in the fleet, nor do we stock parts for maintenance. For these reasons, I recommend we add the Chevy Tahoe as part of our mixed fleet.

Based on the information provided by all dealerships I contacted, the order window to reserve any vehicle will be limited and will restrict our ability to obtain council approval after the pricing is determined. Therefore, staff recommends obtaining council approval to waive competitive bidding and order two squad vehicles as soon as the order window is announced. Staff recommends the purchase of one Chevy Tahoe and one Ford Utility. Should the pricing be significantly higher than anticipated, the department has the option to cancel the order without penalty.

Respectfully submitted,

Sgt. Karl Larson #407



Agenda Item Executive Summary

TITLE: Resolution No. R-80-2023: Waiving Competitive Bidding and Awarding a Contract to Des Plaines Glass Company for Services Related to Window Replacement at the Electric Plant (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: September 5, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The 2023 Electric Fund Budget contains funding for the repair of windows at the Electric Plant. Eight windows located on the upper level of the building are broken and/or the thermoplane glass has failed. In addition to the replacement of the windows, the scope of work includes installation of a protective laminate film on four windows adjacent to the lifting hoist to ensure that if a window breaks, that any shattered glass fragments are retained in place. Replacement of the windows will require the erection of scaffolding within the building and the use of lifting equipment on the exterior of the building.

Staff contacted companies to provide quotes on the proposed window project. After examining the project's scaffolding and equipment requirements, only two companies provided quotes:

Des Plaines Glass Company: \$28,940.00

Capitol Glass & Architectural Metals, Inc.: \$33,940.00

The 2023 Electric Fund Budget contains \$25,000 (account #500.41.27-570) specifically allocated for window replacement. The remaining amount of \$3,940 of replacement work will be expended from additional funding in the same account which is allocated for building related repairs.

Resolution No. R-80-2023; prepared by the Village Attorney, waives bidding requirements and awards a contract to Des Plaines Glass Company for the replacement of windows at the Electric Plant in an amount not to exceed \$28,940.

RECOMMENDATION:

Consider adoption of Resolution No. R-80-2023, waiving bidding and awarding a contract to Des Plaines Glass Company for the replacement of windows at the Electric Plant in an amount not to exceed \$28,940.

ATTACHMENTS:

1. Resolution No. R-80-2023: Waiving Competitive Bidding and Awarding a Contract to Des Plaines Glass Company for Services Related to Window Replacement

RESOLUTION NO. R-80-2023

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND AWARDED A
CONTRACT TO DES PLAINES GLASS COMPANY FOR SERVICES RELATED TO
WINDOW REPLACEMENT AT THE ELECTRIC PLANT**

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

WHEREAS, multiple windows in the Electric Plant require repair including, without limitation, eight windows located on the upper levels that need replacing, and four other windows that require installation of a protective laminate film ("**Work**"); and

WHEREAS, Village staff contacted multiple companies to provide quotes on the proposed Work and two companies provided quotes; and

WHEREAS, Des Plaines Glass Company ("**Contractor**") provided the lowest responsible quote to provide the Work; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding for the Work pursuant to Chapter 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; and (ii) enter into a contract with Contractor for Contractor to provide the Work in an amount not to exceed \$28,940.00 ("**Contract**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding for the Work; and (ii) enter into a Contract with Contractor for Contractor to provide the Work;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Work.

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

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council 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 the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from the 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 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 5th day of September 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 WINDOW REPLACEMENT

Full Name of Contractor: Des Plaines Glass Company ("**Contractor**")

Principal Office Address: 926 Lee Street, Des Plaines, IL 60016

Contact Person: Scott Sandlass Telephone Number: 847-298-6939

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

1. **Work**

A. Contract and Work. Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth in this Contract, to all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for:

Replacement of windows, including erection of scaffolding and use of an aerial lift at the Village's Electric Plant located at 725 Sheridan Road, Winnetka, Illinois ("**Work Site**"), all as more fully detailed in the proposal attached hereto and incorporated herein as **Exhibit A** ("**Work**").

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Contractor by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of

recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications in Exhibit A.

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

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

2. **Contract Price**

The Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

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A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the total Contract Price of:

TOTAL CONTRACT PRICE:

\$28,940

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be within 60 days after receiving an invoice from Contractor and the Work is completed.

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

3. Contract Time

Contractor shall commence the Work in accordance with a schedule agreed to between Contractor and the Village provided Contractor shall have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract ("**Commencement Date**"). Contractor shall perform the Work diligently and continuously and shall complete the

Work not later than November 1, 2023 ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. Financial Assurance

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

B. Insurance. Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the execution of this Contract by both parties. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Comprehensive Motor Vehicle Liability

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

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

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3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

C. Indemnification. Contractor shall indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

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

5. Contractor's Representations and Warranties

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

A. The Work. The Work, and all of its components: (1) will be of merchantable quality; (2) will be free from

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

B. Compliance with Laws. The Work, and all of its components, will be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* any other prevailing wage laws; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.* or any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

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

D. Not Barred. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois

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Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth in Section 3.

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

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

H. Substance Abuse Prevention Program.

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

6. Acknowledgements

Contractor acknowledges and agrees that:

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

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

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

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

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

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

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

H. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the

internal laws, but not the conflicts of laws rules, of the State of Illinois.

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

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

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

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

DATED this 11th day of AUGUST, 2023.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

Des Plaines Glass Company

By: 

By: 

Title: Sec/Treas.

Its: PRESIDENT

EXHIBIT A

WORK

Provide labor, material and equipment to remove and replace (8) existing broken/failed insulated windows.

- Quantity of (4): 32" x 62", 1" OA clear, low-e safety tempered glass units.
- Quantity of (4): 20" x 62", 1" OA clear, low-e annealed units.
- Installation of "riot film" on (4) windows at interior.

Additional Requirements:

- Contractor to provide scaffolding and/or lift equipment.
- Contractor to repair trip on upper row of windows.
- Riot shield to be applied to upper window next to crane
- Replacement windows to match existing color of window and framing.
- Worked to be performed during normal business hours, Monday-Friday.



Agenda Item Executive Summary

TITLE: Resolution No. R-81-2023: Approving Change Order No. 1 with A. Lamp Concrete Contractors, Inc. for the 2023 Street Rehabilitation and Public Improvement Project (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: September 5, 2023

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

At the February 7, 2023, Village Council Meeting, the Council adopted Resolution No. R-20-2023, approving an agreement with A. Lamp Concrete Contractors, Inc. for the 2023 Street Rehabilitation and Public Improvement Project. The contract award was \$3,869,448.95.

EXECUTIVE SUMMARY:

The 2023 Street Rehabilitation and Public Improvement Program is underway. A. Lamp Concrete Contractors, Inc. was awarded a contract at the February 7, 2023, Village Council Meeting. In addition to street rehabilitation, the contract includes four water main projects being performed in coordination with the street rehabilitation work. When the contract was bid (reference RFB #023-002), bidders were asked to provide unit prices for the replacement of lead water service lines located on private property. The cost for replacement of lead service lines located on private property was not included in the original contract award to A. Lamp Concrete Contractors, Inc. as it was unknown as to the number of customers, if any, that would elect to utilize pricing received by the Village. Staff is requesting Change Order No. 1 to increase the contract amount with A. Lamp Concrete Contractors, Inc. in the amount of \$289,499 for the cost of sixteen lead service lines replaced on private property.

The Lead Service Line Notification and Replacement Act prohibits the partial replacement of a lead water service line. When a lead water service line is repaired or upgraded, the entirety of the lead service must be replaced. Partial service replacements are no longer permitted. As a result, customers with a lead service line impacted by a water main improvement project are required to replace their lead service line unless the property owner signs a waiver from the Illinois Department of Public Health. Prior to 2022, any water services constructed with lead were replaced from the new water main to the property line with a 1-1/2" copper line as part of a water main replacement project. The cost for this service line replacement work was funded by the Village. Replacement of the service line from the property line into the house was optional and at the sole discretion of the property owner. This historical approach frequently resulted in the partial replacement of a lead service line, as most property owners elected not to pursue replacement of the portion of the lead service line on private property. This approach no longer complies with the new legislation, which mandates fully replacing the lead service line.

In order to assist customers with a lead water service impacted by a Village-initiated water main project, the Village reimburses a customer up to 50% of the cost, not to exceed \$5,000, for the replacement of their lead service line from the property line into the house. As part of the water main capital improvement projects, the Village funds replacement of the lead service line from the water main to the property line. For the private property portion of the service line, customers were provided the option of using the Village's contractor (A. Lamp Concrete Contractors) or retaining their own licensed contractor to perform the private property service line replacement. Based on the unit prices in A. Lamp Concrete Contractor's bid, staff provided each impacted customer with a cost estimate for the Village contractor to perform the work. Those customers electing to use the Village's contractor entered into a repayment agreement with the Village.

Both the Spruce Street and Cherry Street water main projects have been completed. Of the twenty-nine lead water services in the project areas, sixteen customers elected to utilize the Village's contractor for replacement of the portion of the lead service line located on private property. In accordance with the unit prices bid by A. Lamp Concrete Contractors, this work was completed at a cost of \$289,499. Staff is requesting funding authorization to increase the contract award for this additional work scope since the cost for replacement of lead service lines located on private property was not included in the original contract award to A. Lamp Concrete Contractors, Inc. as it was unknown as to the number of customers, if any, that would elect to utilize pricing received by the Village.

Of the \$289,499 expended for private property work, \$209,499 has been invoiced to the sixteen customers. The remaining amount of \$80,000 (16 customers @\$5,000) will be funded by the Water Fund. The 2023 Water Fund Budget contains \$470,000 (account no. 520.62.43-660) for the replacement of lead water service lines associated with water main capital improvement projects. With the approval of Change Order No. 1, the total contract award with A. Lamp Concrete Contractors will be \$4,158,947.95.

RECOMMENDATION:

Consider approving Resolution No. R-81-2023, approving change order No. 1 to the contract with A. Lamp Concrete Contractors, Inc. for the 2023 Street Rehabilitation and Public Improvement Project.

ATTACHMENTS:

1. Resolution No. R-81-2023: Approving Change Order #1 with A. Lamp Concrete for the 2023 Street Rehabilitation and Public Improvement Project

RESOLUTION NO. R-81-2023

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 WITH
A. LAMP CONCRETE CONTRACTORS, INC. FOR THE
2023 STREET REHABILITATION AND PUBLIC IMPROVEMENT PROJECT**

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

WHEREAS, on February 7, 2023, pursuant to Resolution R-20-2023, the Village entered into a contract ("***Contract***") with A. Lamp Concrete Contractors, Inc. ("***Contractor***") for the 2023 Street Rehabilitation and Public Improvement Project which includes four water main projects being performed in coordination with the street rehabilitation work ("***Scope of Work***"); and

WHEREAS, as part of the water main capital improvement projects, the Village funds a portion of the replacement of the lead service line from the water main to the homeowner's property line for Village-initiated water main projects; and

WHEREAS, the cost of replacing lead service lines on private property was not included in the original Contract award price because the number of customers electing to utilize the Village's contractor and pricing was unknown at that time; and

WHEREAS, sixteen customers have elected to utilize the Contractor for replacement of the portion of the lead service line located on private property, therefore, the Scope of Work needs to be updated to include this additional work ("***Additional Work***"); and

WHEREAS, the Contractor offered to perform the Additional Work for an amount not to exceed \$289,499.00 pursuant to a change order to the Contract ("***Change Order No. 1***"); and

WHEREAS, the Village has allocated funds which are sufficient to pay for the Additional Work; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to approve the Change Order No. 1 with the 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 CHANGE ORDER NO. 1. The Village Council approves Change Order No. 1 to authorize the Additional Work from the Contractor pursuant to the terms of the Contract.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1. 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 Change Order No. 1, or any document necessary to effectuate the intent of this Resolution.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law by two-thirds of the Trustees.

ADOPTED this 5th day of September, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-86-2023: Waiving Competitive Bidding and Awarding a Contract with Border States Industries, Inc. for the Purchase of a Three Phase Transformer (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: September 5, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On February 17, 2023, the customer, Orchard 2020, entered into an agreement with the Village for the procurement of a used pad mount transformer required to provide temporary electric service to their construction site.

EXECUTIVE SUMMARY:

The customer, Orchard 2020, located at 205 Sheridan Road, has asked the Water & Electric Department to purchase a spare temporary service transformer for their construction project. The customer is requesting that the utility stock a spare 300 kVA pad mount transformer with a secondary voltage of 277/480 volts for the duration of their construction project. A transformer of this size and secondary voltage is not typically stocked by the utility. Staff has located a transformer in inventory at electrical distributor, Border States Electric Supply Company (Exhibit 1). Orchard 2020 has executed an agreement (Exhibit 2) for the purchase of the transformer and will remit payment for the spare transformer prior to issuance of the purchase order.

This transformer will be an emergency spare for the used 300 kVA transformer installed at 205 Sheridan Road at an earlier date. The transformer provides power for construction equipment at the site. Earlier in 2023, Orchard 2020 entered into an agreement for the purchase of a used 300 kVA pad mount transformer. Due to the timing of the customer's temporary electric service requirements, the extended manufacturing lead time associated with procurement of a new transformer negatively impacted their project schedule. Staff was able to locate a used transformer and the owner elected to enter into an agreement and remitted payment authorizing the Village to proceed with the purchase of the used transformer for the project.

Resolution No. R-86-2023, prepared by the Village Attorney, authorizes the Village Manager to issue a purchase order for the 300 kVA transformer in an amount not to exceed \$38,992.81. Prior to the issuance of a purchase order, Orchard 2020 will be required to remit payment for the transformer and administrative expenses incurred to procure the transformer.

RECOMMENDATION:

Consider adoption of Resolution No. R-86-2023, waiving bidding requirements and awarding a contract to Border States Electric Supply Company for the purchase of a 300 kVA pad mount transformer in an amount of \$38,992.81.

ATTACHMENTS:

1. Resolution No. R-86-2023: Awarding a Contract with Border States Industries, Inc. for the Purchase of a Three Phase Transformer

RESOLUTION NO. R-86-2023

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND AWARDED A
CONTRACT WITH BORDER STATES INDUSTRIES, INC. FOR THE PURCHASE OF
A THREE PHASE TRANSFORMER**

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, Orchard 2020 Revocable Trust is the owner ("**Owner**") of the property located at 205 Sheridan Road, Winnetka, Illinois ("**Property**") and is constructing a new, single family residence on the Property ("**Project**"); and

WHEREAS, the Owner and Village previously entered into an agreement for the procurement of a used pad mount transformer that was required to provide temporary electric service to the construction site for the Project; and

WHEREAS, Owner has requested the Village's Water and Electric Department to purchase a spare temporary transformer for the Project; and

WHEREAS, the type of spare temporary transformer requested by Owner is "non-standard" and not typically stocked in the Village's inventory; and

WHEREAS, pursuant to the agreement, the Owner agrees to remit payment to the Village for the cost of the spare temporary transformer; and

WHEREAS, the Village's Water and Electric Department received notification that the electrical distributor, Border States Industries, Inc. ("**Border States**"), has a 300 kVA pad mount transformer available for purchase ("**Transformer**"); and

WHEREAS, Village staff has determined that it is necessary to purchase the Transformer to use as the spare temporary transformer for the Project; and

WHEREAS, the Village desires to enter into a contract and approve a quote from Border States for the purchase of the Transformer in an amount of \$38,992.81 ("**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 approve the Contract for the purchase of the Transformer;

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 Transformer.

SECTION 3: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Border States for the purchase of the Transformer.

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council 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 Border States; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Border States within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

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

ADOPTED this 5th day of September, 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



Border States Electric - PWK
N29W23606 Woodgate Ct E
Pewaukee WI 53072-6248
Phone: 262-347-2199

VILLAGE OF WINNETKA IL
ATTN PURCHASING
510 GREEN BAY RD
WINNETKA IL 60093-2552

Quote

Page: 1 of 2

BSE Quote: 27106215
Sold-To Acct #: 8556
Valid From: 06/28/2023 To: 07/05/2023
PO No: Transformer Quote
PO Date: 06/28/2023
Payment Terms: Net 25th prox

Created By: Kira Fhli
Tel No: 262-347-2110
Fax No:

Inco Terms:
FOB ORIGIN PLUS FREIGHT

Ship-to:
VILLAGE OF WINNETKA IL
ATTN PURCHASING
510 GREEN BAY RD
WINNETKA IL 60093-2552

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000010	3280713 XFMR - 300KVA 3P 7.2-480Y/277 TP LB FR3 APP CR kVA 300 kVA 3 Phase Pad-Mounted Transformer Temperature Rise 65 degree average winding rise Cooling Class KNAN Insulating fluid Envirottemp FR3 Efficiency Standard DOE 2016 High Voltage 12470GY/7200 Volts, 95 kV BIL kV Class 15 kV Primary Configuration Dead Front, Loop Feed Taps 2 - 2.5% taps above and 2 - 2.5% taps below nominal High Voltage Bushings 200 amp Cooper bushing wells with removable studs (Qty: 6) Inserts 15 kV, 95 kV BIL Cooper load-break inserts (Qty: 6) Load-break Switching 15-38 kV, 300A 2 Position Arresters None Expulsion fuses Bayonet fuses (Qty: 3) Bayonet Holder Copper Bayonet Fuse Holder (Qty: 3) Low Voltage 480Y/277 Volts, 30 kV BIL Secondary kV Class 1.2 kV Secondary Bushings 5/8" copper stud with 6-hole screw-on spade bushing (s) (Qty: 4) Cabinet 20in deep cabinet Cabinet hardware Penta-head cabinet door bolts IEEE K-Dimension Loop feed per IEEE C57.12.34-2009 Figure 14A specific dimensions (without bails) Coatings Munsell Green (Munsell 7GY 3.29/1.5) topcoat Notifications Non-PCB decal Notifications Stenciling -- 3 lines Notifications Stenciling -- 4 lines Gauges & Fittings Liquid level gauge Gauges & Fittings Thermometer, dial-type Gauges & Fittings Schrader valve Gauges & Fittings Pressure relief device, 50 SCFM Gauges & Fittings Drain valve with sampler in LV Compartment (1") Tank accessories IEEE standard one-hole ground pads (Qty: 3) Tank accessories Nitrogen Blanket Packaging Pallet Cover Bolted cover	1 EA	38,992.81	/ 1	EA	38,992.81

Border States Electric - PWK
N29W23606 Woodgate Ct E
Pewaukee WI 53072-6248
Phone: 262-347-2199

BSE Quote: 27106215
Sold-to Acct #: 8556
Valid From: 06/28/2023 To: 07/05/2023

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
PERFORMANCE DATA: No Load Losses @85 C: 485 Watts Load Losses @85 C: 2585 Watts ** Losses are Guaranteed Average** Weight: 3,709 lbs Height: 64 Inches Width: 84 Inches Depth: 72 Inches - ** BSE STOCK PEWAUKEE, WI							
Total \$							38,992.81
State Tax \$ 0.000 % 0.00							
County Tax \$ 0.000 % 0.00							
Local Tax \$ 0.000 % 0.00							
Other Tax1 \$ 0.000 % 0.00							
Other Tax2 \$ 0.000 % 0.00							
Other Tax3 \$ 0.000 % 0.00							
Tax Subtotal \$ 0.000 %							0.00
Net Amount \$							38,992.81

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, BSE reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

EXHIBIT #2

AGREEMENT

This AGREEMENT is dated as of the 22 day of August, 2023 ("**Agreement**"), and is by and between the VILLAGE OF WINNETKA, an Illinois home rule municipal corporation ("**Village**"), and ORCHARD 2020 REVOCABLE TRUST ("**Owner**").

WITNESSETH:

WHEREAS, Owner is the record title owner of a certain parcel of real estate located at 205 Sheridan Road, Winnetka, Illinois ("**Property**"); and

WHEREAS, Owner desires to demolish existing single family homes and other improvements on the Property and construct a new, single-family residence and other improvements on the Property (collectively, "**Project**"); and

WHEREAS, the Village operates an electric utility within the Village; and

WHEREAS, to engage in the Project, Owner has requested the Village to provide and install a transformer that is "non-standard" and not typically stocked in the Village's inventory to provide temporary electricity to the Property; and

WHEREAS, in order to meet Owner's proposed schedule for the Project, the Village previously purchased a used transformer; and

WHEREAS, the Owner has now requested that the Village purchase an additional spare temporary transformer; and

WHEREAS, Owner voluntarily desires to execute this Agreement relating to the purchase of a spare temporary transformer to ensure the Village is able to provide temporary electric service to the Property;

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

1. The foregoing Recitals are made a part hereof and incorporated into this Agreement.

2. Owner represents and warrants that they are the sole owner of the Property and have the right to enter into this Agreement.

3. Owner acknowledges and agrees that: (i) they are requesting temporary electric service that will require a 300 kVA (277/480V) transformer ("**Transformer**"); (ii) that the Transformer is not a unit typically stocked by the Village; and (iii) the Transformer will be purchased by the Village solely for the Project.

4. Owner further acknowledges and agrees that due to Owner's Project schedule: (i) the Village will purchase and provide the Transformer for use on the Property; and (ii) any and all costs incurred to replace the Transformer will be at the sole expense of Owner, should a failure occur.

5. Prior to purchasing the Transformer, the Village will obtain a quote for the cost of the Transformer and provide notice to Owner of such cost. Owner shall have seven days to either approve the amount or terminate this Agreement. Upon such approval, Owner shall be bound to pay the Village in accordance with Sections 6 and 7 of this Agreement, regardless of whether Owner takes delivery of the Transformer.

6. Owner agrees to reimburse the Village for its actual cost to purchase, ship, transport, and, if needed install such costs, which costs shall include all time spent by Village employees and consultants, billed at their normal hourly rate, as well as the cost of any and all materials and equipment used by the Village. The Village will provide Owner with an invoice detailing the full amount owed for the Transformer, which invoice must be paid by Owner within seven days following receipt of the invoice.

7. Upon the completion of the Project, the Village intends to sell the Transformer and any remaining salvage value, less ten percent, will be returned to Owner if the Village is able to sell the Transformer. All decisions relating to the sale of the Transformer, including the sale price, are at the sole discretion of the Village.

8. Owner acknowledges and agrees that Owner is responsible for all of the costs incurred under this Agreement regardless of whether there is any delay, changes or abandonment of the Project.

9. Owner acknowledges and agrees that they are accepting the Transformer in its "as-is" condition and the Village makes no representations or warranties as to the quality or expected performance of the Transformer.

10. Owner acknowledges and agrees that this Agreement is solely related to the purchase, installation and removal of the Transformer and by entering into this Agreement with Owner, the Village is making no representations, guarantees or promises as to the status of the Project or any pending permits. Owner is not and will not be entitled to the issuance by the Village of any permits, including without limitation, any building permits for the Project, pursuant to or as a result of this Agreement. Owner acknowledges and agrees that the Village's agreement to purchase and install the Transformer, provide the temporary electrical service or enter into this Agreement, is not to be deemed or construed as requiring the Village to approve any plans or issue any further permits or approvals relating to the Project.

11. Owner hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Agreement; (b) any action taken by the Village pursuant to or in connection with this Agreement; (c) the Transformer; or (d) the Village's installation or removal of the Transformer.

12. This Agreement contains the entire agreement between the Parties. This Agreement may not be amended except in a writing signed by Owner and the Village.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

ATTEST:

By: _____

Title: _____

ATTEST:

By: 

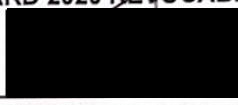
Title: Witness

VILLAGE OF WINNETKA

By: _____

Its: _____

ORCHARD 2020 REVOCABLE TRUST

By: 

Its: Trustee



Agenda Item Executive Summary

TITLE: Resolution No. R-82-2023: Waiving Competitive Bidding and Approving a Contract with the Progress Group, Inc. for Services Related to the Repair of Turbine Generator #6 (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: September 5, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

EXECUTIVE SUMMARY:

Staff is requesting approval to proceed with the repair of an oil leak on Generator #6. Steam Generator #6 is a 1948 unit manufactured by Westinghouse. A leak has developed at the outboard end of the generator. The leak has continued to worsen with each use of the generator and it needs to be addressed. Funding authorization in the amount of \$46,702 is being requested for the repair.

In order to address the leak, the exciter (outboard) end of the generator will need to be disassembled to access to the seal. The deteriorated seal will be removed and a new seal will be reverse engineered and manufactured. The new seal will then be reinstalled followed by reassembly of the turbine. Staff contacted two companies that have performed work on generating units at the Electric Plant. The Progress Group quoted \$46,702 for the repair. The second company, Power Services Group quoted the repair at \$61,200. Staff is recommending acceptance of the quote from The Progress Group.

In accordance with Illinois Municipal Electric Agency (IMEA) contract, staff has submitted an outage request for the unit beginning September 18, 2023. The unit has a net output capacity of 5,500 kW. In accordance with the Village's contract with IMEA, the unit earns \$264,000 of capacity credits on an annual basis.

The cost to repair Generator #6 is not contained in the 2023 Electric Fund Budget. No specific offset has been identified as the Electric Fund. Proposed funding for this repair would be expended from the accumulated reserves in the Electric Fund. Based on the completed audit, the Fund Balance in the Electric Fund is \$6,224,546 for the period ending December 31, 2022. The Fund Balance Policy for this fund is \$5,872,715. Audited cash on hand in the Electric Fund totaled \$5,453,935 as of December 31, 2022.

RECOMMENDATION:

Consider adoption of Resolution No. R-82-2023, waiving competitive bidding and approving a contract with the Progress Group, Inc. for services related to the repair of turbine generator #6 in an amount not to exceed \$46,702.

ATTACHMENTS:

1. Resolution No. R-82-2023: Waiving Competitive Bidding and Approving Contract with the Progress Group for Generator #6 Repair

RESOLUTION NO. R-82-2023

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING A
CONTRACT WITH THE PROGRESS GROUP, INC. FOR SERVICES RELATED TO
THE REPAIR OF TURBINE GENERATOR #6**

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's Water and Electric Department became aware of an oil leak at the outboard end of generator turbine #6 ("***Generator***") in the Village's Electric Plant that requires immediate repair; and

WHEREAS, in order to address the oil leak, the outboard end of the Generator will need to be disassembled and the deteriorated seal will be removed and replaced with a new seal, followed by the Generator's reassembly ("***Repair Services***"); and

WHEREAS, Village staff contacted two companies that have performed work on generating units at the Electric Plant and received two quotes for the Repair Services; and

WHEREAS, The Progress Group, Inc. ("***Contractor***") provided the lowest responsible quote to provide the Repair Services; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding for the Repair Services pursuant to Chapter 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; and (ii) enter into a contract with Contractor for Contractor to provide the Repair Services in an amount not to exceed \$46,702.00 ("***Contract***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding for the Repair Services; and (ii) enter into a Contract with Contractor for Contractor to provide the Repair Services;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Repair Services.

SECTION 3: APPROVAL OF CONTRACT. The Village Council approves a Contract with Contractor for Repair Services in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council 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 the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from the 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 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 5th day of September 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
REPAIR OF GENERATOR NO. 6

Full Name of Contractor: THE PROGRESS GROUP, INC. ("**Contractor**")

Principal Office Address: 918 Kennedy Avenue, Schererville, IN 46375

Contact Person: Mr. Bryan Klassen Telephone Number: (219) 322-3700

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

1. **Work**

A. **Contract and Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth in this Contract, to all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials, and Supplies.**

Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for:

The disassembly of the outboard generator end, removal of damaged seal, reverse engineering, manufacture of a new seal and re-assembly of Generator No. 6 located at the Village of Winnetka Electric Power Plant ("**Work Site**"), all as more fully detailed in the proposal attached hereto and incorporated herein as **Exhibit A**.

2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;

4. **Taxes.** Pay all applicable federal, state, and local taxes;

5. **Miscellaneous.** Do all other things required of Contractor by this Contract; and

6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of

recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the Proposal in Exhibit A.

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

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

2. **Contract Price**

The Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the total Contract Price of:

TOTAL CONTRACT PRICE:

\$46,702.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be within 60 days after receiving an invoice from Contractor and the Work is completed.

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

3. Contract Time

Contractor shall commence the Work in accordance with a schedule agreed to between Contractor and the Village provided Contractor shall have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract ("**Commencement Date**"). Contractor shall perform the Work diligently and continuously and shall complete the Work not later than October 13, 2023 ("**Time of Performance**"). The Village may modify the Time of

Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. Financial Assurance

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

B. Insurance. Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the execution of this Contract by both parties. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

C. Indemnification. Contractor shall indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

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

5. Contractor's Representations and Warranties

Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and 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 the Village.

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 Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract; any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (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.

D. 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.

6. Acknowledgements

Contractor acknowledges and agrees that:

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

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

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

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

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

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

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

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

I. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage

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

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

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

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

DATED this _____ day of _____, 2023.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

THE PROGRESS GROUP, INC.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

PROPOSAL

Scope of work is as follows:

- Provide labor, machinery, material and transportation for the repair of oil leak on Generator No. 6.
- Mobilization and demobilization of crew, tools, and equipment.
- Disassembly of outboard end of generator.
- Removal of damaged seal.
- Reverse engineering of damaged seal.
- Manufacture of a new seal.
- Installation of new seal.
- Re-assembly of outboard end of generator.
- On-site support for initial start up of generator.

Clarification and Exceptions:

- Village to provide reasonably free and unobstructed access to all work areas.
- Proposal is based on the work being performed, Monday through Friday schedule 7:00 a.m. - 3:30 p.m., weekends and holidays are excluded.



Agenda Item Executive Summary

TITLE: Resolution No. R-85-2023: Approving a Contract with Dominion Lighting & Solar for the Design and Installation of a Solar Photo Voltaic (PV) Array (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: September 5, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Water & Electric Department has sought an opportunity to provide a "behind the meter" solar installation on a Village-owned building in previous budget cycles. Roof construction and real estate constraints limited the number of eligible sites, with the exception of the Village Yards facility at 1390 Willow Road. With the agreement of the Public Works Department, our intent is to install the solar array on Building A at the Village Yards.

EXECUTIVE SUMMARY:

As part of the approved 2023 Water Fund Budget, funding in the amount of \$37,500 (account #520.60.01-570) is allocated for the design, procurement and installation of a solar photo voltaic (PV) array at the Village Yards. The roof upon which the array will be installed is southern facing with no tree coverage whatsoever. The array is designed to be mounted to a metal roof and will have limited penetrations into the structure. The array as installed will not be visible from Willow Road.

A proposed 10 KW array on this building is projected to produce about 14,510 kilowatt hours over the course of a year. In 2022, the building consumed 212,000 kilowatt hours, so this production amounts to about a 6.8% reduction in electric consumption for the building. At the assigned electric rate class for the Village Yards, the payback period for this project based on the consumption reduction and block grant rebate is approximately 22 years.

W&E intends to install a standalone meter through which the power from the PV array can flow back into the main distribution panel for the building. Additionally, the system will come with a turnkey solution for monitoring the performance of the array via an Online portal. This will provide opportunities for public education through the sharing of that data on a website.

Request for Proposal (RFP) #023-005 was issued for the professional services required for the work. On April 27, 2023, a bid notice (RFP #023-005) was advertised and posted to the on-line bidding service Demand Star. Proposals were opened on May 26, 2023, with one company submitting a proposal.

The results are summarized as follows:

Dominion Lighting and Solar	
10KW AC PV Array	\$44,653

Illinois Shines, an Adjustable Block Program, is a state incentive program that supports the development of solar energy in Illinois. Illinois Shines was developed under the Future Energy Jobs Act (FEJA) and implemented by the Illinois Power Agency (IPA) to help Illinois meet its renewable energy goals and encourage solar installations across the state, regardless of income. The Proposer, Dominion Lighting and Solar, estimates that this array installation is eligible for \$12,508 in grant funding that would come back to the Village.

The total cost for FY2023 would be \$32,145, which would be the contract cost of \$44,653 minus the block grant rebate of ~\$12,508 received by the Village following the completion of the installation.

Village staff evaluated the proposal from Dominion and the firm was determined to have good project comprehension and relevant past project experience. Based on this evaluation, staff is recommending the award of the work to Dominion Lighting and Solar.

Resolution No. R-85-2023, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest a contract with Dominion Lighting and Solar for the required design and construction services.

RECOMMENDATION:

Consider adoption of Resolution No. R-85-2023, approving a contract with Dominion Lighting and Solar for the design & installation of a solar photo voltaic (PV) array, in an amount not to exceed \$44,653.

ATTACHMENTS:

1. Resolution No. R-85-2023: Approving a Contract with Dominion Lighting & Solar for the Design and Installation of a Solar Photo Voltaic (PV) Array

**A RESOLUTION APPROVING A CONTRACT WITH
DOMINION LIGHTING & SOLAR FOR THE
DESIGN AND INSTALLATION OF A SOLAR PHOTO VOLTAIC (PV) ARRAY**

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

WHEREAS, the Village issued Request for Proposal #023-005 (“*Request for Proposal*”) for the design and installation of a solar photo voltaic (PV) array (“*Professional Services*”) by the Village Water & Electric Department; and

WHEREAS, the Village received one proposal (“*Proposal*”) to provide the Professional Services and opened the Proposal on May 26, 2023; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Dominion Lighting, Inc., an Illinois corporation, d/b/a Dominion Lighting & Solar (“*Dominion*”) is the lowest responsive and responsible bidder to provide the Professional Services; and

WHEREAS, the Village Council desires to enter into a contract with Dominion for Dominion to provide the Professional Services to the Village in an amount not to exceed \$44,653.00 (“*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 Dominion;

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 Dominion 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]

ADOPTED this 5th day of September, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA
CONTRACT FOR SOLAR ARRAY

Full Name of Contractor: ***Dominion Lighting, Inc.***, an Illinois corporation, d/b/a Dominion Lighting & Solar (“***Contractor***”)

Principal Office Address: 650 W. Grand Avenue, Suite 207, Elmhurst, IL 60126

Contact Person: Angel Diaz Telephone Number: (708) 495-1181

TO: Village of Winnetka (“***Village***”)
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Brian Keys

1. Design

Contractor will design a 10 KW AC PV solar array system (“***System***”) to be clamped to the roof of 1390 Willow Road, Winnetka, IL (“***Work Site***”). Contract shall submit a design proposal to the Village no later than September 30, 2023, for approval (the proposal once approved is the “***Design***”), which Design, upon approval is deemed to be incorporated herein. The Design shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consultants in performing services of a similar nature in existence at the time of performance.

2. Work

A. **Contract and Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth in this Contract, to all of the following, all of which is herein referred to as the “***Work***”:

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for:

The construction of the System, consistent with the Design (“***Work***”).

2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;

4. **Taxes.** Pay all applicable federal, state, and local taxes;

5. **Miscellaneous.** Do all other things required of Contractor by this Contract; and

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

7. **Block Grant Rebate.** Contractor shall apply for and comply with all requirements to obtain and administer an Adjustable Block Program Grant (referred to as Illinois Shines) on behalf of the Village. Contractor shall work with its Aggregator of choice to obtain a grant for the System and remit any rebate obtain back to the Village upon receipt of the grant.

B. **Performance Standards.** Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with Design.

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

D. **Inspection/Testing/Rejection.** Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Village’s

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

3. Contract Price

The Contractor shall take in full payment for the Design and 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 the Design and all Work, the total Contract Price of:

TOTAL CONTRACT PRICE:

\$44,653.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Design and Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be within 60 days after receiving an invoice from Contractor and the Design and Work is completed.

The Village shall withhold 12.5% of the Contract Price (\$5,582) until completion of the Block Grant Rebate process by the Contractor. Following remittance of the rebate to the Village, the remaining balance due on the Contract will be paid to the Contractor within 30 days.

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

4. Contract Time

Contractor shall commence the Design and Work in accordance with a schedule agreed to between Contractor and the Village provided Contractor shall have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract ("**Commencement Date**"). Contractor shall complete the Design not later than September 30, 2023. Contractor shall perform the Design and Work diligently and continuously and shall complete the Work not later than December 31, 2023 ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

5. Financial Assurance

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

B. Insurance. Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the execution of this Contract by both parties. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry

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adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Design and Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

6. Contractor's Representations and Warranties

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

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

B. Compliance with Laws. The Design and Work, and all of its components, will be provided, performed, and

completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* any other prevailing wage laws; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.* or any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

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

D. Not Barred. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Design and Work successfully and promptly and to commence and complete the Design and Work within the Contract Price and Contract Time set forth in Sections 3 and 4.

F. Authority to Execute. Contractor represents and warrants that the person(s) executing this Contract on its behalf have been given the authority to do so by the Contractor.

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

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

7. Acknowledgements

Contractor acknowledges and agrees that:

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

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

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

D. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Design or Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village shall constitute or be deemed to be an

acceptance of any defective, damaged, or nonconforming Design or Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

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

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

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

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

I. Certified Payrolls. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, must submit certified payroll to the Illinois Department of Labor, in accordance with Section 5 of the Prevailing Wage Act.

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

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

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

DATED this 22nd day of August, 2023.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

DOMINION LIGHTING, INC., an Illinois corporation, d/b/a
Dominion Lighting & Solar

By: _____
Title: _____
Grants Manager

By: _____
Its: _____
President

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EXHIBIT A

PROPOSAL

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]

[SHALL INCLUDE SCHEDULE]



Dominion Lighting & Solar
650 W Grand Ave. Suite 207
Elmhurst, IL 60126
Angel Díaz | President
C (708) 495-1181
E angel@dominionlightinginc.com
W dominionlightinginc.com

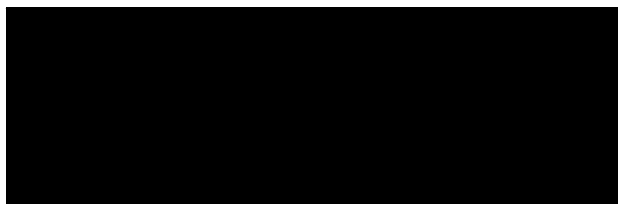
To: Mr. Anthony Vasquez

Re: RFP #023-005 Professional Services for the design, installation & maintenance of a solar PV array

Dear Mr. Vasquez,

Attached is our proposal and design for the bid. Based on the existing service, we are recommending two options that will work well with the infrastructure. We are proposing the original 10 KW option called for but are combining the latter two options into one 17KW system. The technical portion of the executive summary will explain in greater detail. Thank you for the opportunity and we hope to be working with you soon.

Best regards,



Angel Diaz | President

Prepared for: Village of Winnetka
1390 Willow Rd. BLDG A
Winnetka, IL 60093

RFP #023-005 Professional Services for the design, installation & maintenance of a solar PV array

Executive summary:

- Proposal includes two options that will work with the existing service and infrastructure. SolarEdge, a leading manufacturer of quality PV inverters, manufactures two inverters that work with a 120/208V 3PH service – a 10KW and 17.3 KW AC inverter. For the sake of this bid, we elected to combine the 15 and 20 KW options into one 17.3 KW AC option. System will be mounted to the roof using S5 clamps with no need for roof penetration (system designs attached). System will provide real-time data on production (see example 1) via an online reporting platform.

Technical solution:

- **10 KW AC PV Array: \$44,653**
 - Annual Production: 14.51 Megawatt hours
 - System Size (DC): 12 KW DC
 - Inverter type: 10 KW AC SolarEdge Inverter with Optimizers and online monitoring
 - Module type: Q Cell Q-Peak Duo 480W Monocrystalline Module
 - Racking: Ironridge XR rail system with S5! Clamps for metal roofs
- **17.3 KW AC PV Array: \$83,461**
 - Annual Production: 24.74 Megawatt hours
 - System Size (DC): 20.6 KW DC
 - Inverter type: 17.3 KW AC SolarEdge Inverter with Optimizers and online monitoring
 - Module type: Q Cell Q-Peak Duo 480W Monocrystalline Module
 - Racking: Ironridge XR rail system with S5! Clamps for metal roofs
- **O&M:**
 - 10 KW system: 2% of system cost per year, **\$8,930 for ten years**
 - 17.3 KW system: 1% of system cost per year, **\$16,692 for ten years**

Project Experience:

- **Connect 44:** Installation of a 33KW AC solar array on a flat roof. A SolarEdge 33 KW inverter was used with the online reporting platform. Work was completed in three weeks as part of a larger addition to the building.
- **P&G Storage:** Installation of three solar arrays on a metal roofs using the S5! Solar clamp. Systems also used the SolarEdge inverter and online reporting software. Work was done with no roof penetration to retain the integrity (and warranty) of the metal roof.
- **34 Chatham:** Installation of a solar array split into two levels for maximum production. System used a SolarEdge inverter with online reporting software.

Company Profile:

- Dominion Lighting & Solar has been servicing public and private customers since 2012. We specialize in the design, specification, sale, and installation of high-efficiency, LED lighting, solar and EV charging station projects. Our small business has serviced hundreds of customers in these three areas of expertise – winning multiple awards as recognition for our customer service and knowledge through the ComEd utility programs. Our offices and warehouse are located in Elmhurst, IL.

Team:

- Angel Diaz | President, NABCEP PV Associate, 14 PV array designs and installations
- Nicholas Catarello | Project Manager, NABCEP PV Associate candidate, 8 solar array projects managed
- Joe Skokna | Sales and customer relationship management

Payment Structure

Payment Percentage	Payment Due	Description
10%	Upon bid award and contract execution	Payment to initiate drawings and engineering for project
25%	1 week prior to material being ordered	Order material and for mobilization
65%	Upon project completion	Due upon completion of project

Current Power
19.2 kW

Energy today
31.63 kWh

Energy this month
4.2 MWh

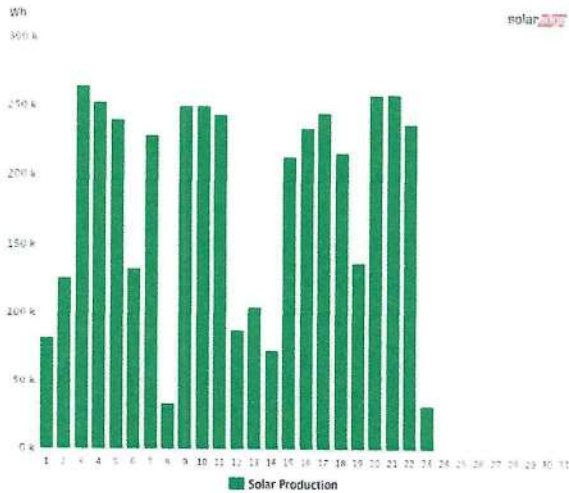
Lifetime energy
70.05 MWh

DOMINION
LIGHTING & SOLAR

Power and Energy

Day Week Month Billing Cycle Year
05/01/2023 - 05/31/2023

System Production: 4.2 MWh

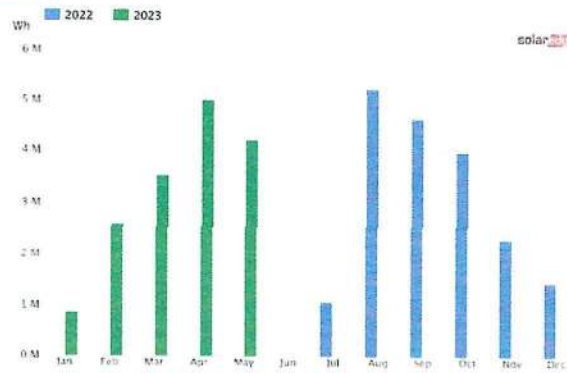


May 2023 Apply

Previous month Next month

Comparative Energy

Month Quarter Year



Status **Active**

ID 2245571

Name Connect14

Address 1264 S. Main St.
Lombard Illinois United States

Installed 05/10/2021

Last Updated 05/23/2023 09:17

Peak Power 33.3 kWp



Sunny
69.26 °F
Feels like 69.26 °F
Wind S 1.99 MPH
Humidity 45 %
Sunrise at 05:25
Sunset at 20:13



Monday
62.6 - 82.4 °F
Sunny



Tuesday
46.4 - 68 °F
Partly Cloudy



Wednesday
48.2 - 60.8 °F
Partly Cloudy



Environmental Benefits

C02 Emission Saved
108,462.32 lb



Equivalent Trees Planted
819.53

10 KW Option Village of Winnetka, 1390 S. Willow Rd Winnetka IL

Report

Project Name Village of Winnetka
Project Description Grid tied system
Project Address 1390 S. Willow Rd Winnetka IL
Prepared By Angel Diaz
 angel@dominionlightinginc.com

DOMINION
 LIGHTING & SOLAR

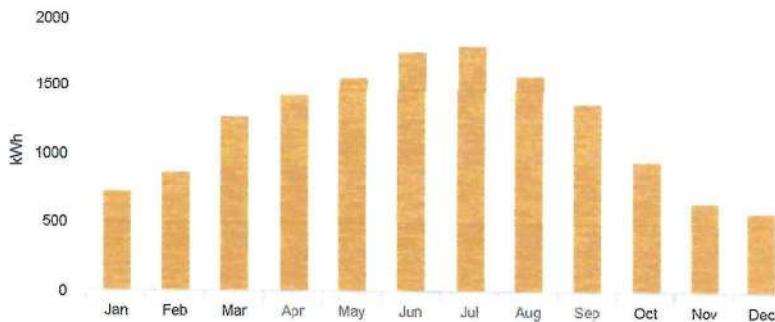
System Metrics

Design 10 KW Option
Module DC Nameplate 12.0 kW
Inverter AC Nameplate 10.00 kW
 Load Ratio: 1.20
Annual Production 14.51 MWh
Performance Ratio 74.9%
kWh/kWp 1,209.1
Weather Dataset TMY, 10km Grid (42.15,-87.75), NREL (prospector)
Simulator Version 0adba856a3-9c76e33ff0-441925c571-dcd201090c

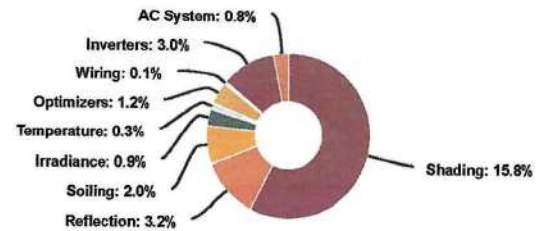
Project Location



Monthly Production



Sources of System Loss



⚡ Annual Production

	Description	Output	% Delta
Irradiance (kWh/m ²)	Annual Global Horizontal Irradiance	1,429.8	
	POA Irradiance	1,615.3	13.0%
	Shaded Irradiance	1,359.4	-15.8%
	Irradiance after Reflection	1,316.1	-3.2%
	Irradiance after Soiling	1,289.8	-2.0%
	Total Collector Irradiance	1,289.8	0.0%
Energy (kWh)	Nameplate	15,481.8	
	Output at Irradiance Levels	15,335.1	-0.9%
	Output at Cell Temperature Derate	15,284.0	-0.3%
	Output After Mismatch	15,284.0	0.0%
	Optimizer Output	15,100.4	-1.2%
	Optimal DC Output	15,082.2	-0.1%
	Constrained DC Output	15,081.6	0.0%
	Inverter Output	14,629.1	-3.0%
Temperature Metrics	Energy to Grid	14,509.4	-0.8%
	Avg. Operating Ambient Temp		12.2 °C
	Avg. Operating Cell Temp		18.4 °C
Simulation Metrics	Operating Hours	4697	
	Solved Hours	4697	

☁ Condition Set

Description	Condition Set 1											
Weather Dataset	TMY, 10km Grid (42.15,-87.75), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
	East-West	-3.56	-0.075	3°C								
	Carport	-3.56	-0.075	3°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Module Characterizations	Module						Uploaded By			Characterization		
	Q,PEAK DUO XL-G10.2 480 (2021) (Hanwha Q Cells)						HelioScope			Spec Sheet Characterization, PAN		
Component Characterizations	Device						Uploaded By			Characterization		
	P485 (SolarEdge) SE10KUS (2022) (SolarEdge)						HelioScope			Mfg Spec Sheet Spec Sheet		

📦 Components

Component	Name	Count
Inverters	SE10KUS (2022) (SolarEdge)	1 (10.00 kW)
AC Panels	1 input AC Panel	1
AC Home Runs	12 AWG (Copper)	1 (80.4 ft)
AC Home Runs	1/0 AWG (Aluminum)	1 (42.6 ft)
Strings	10 AWG (Copper)	3 (360.9 ft)
Optimizers	P485 (SolarEdge)	25 (12.1 kW)
Module	Hanwha Q Cells, Q,PEAK DUO XL-G10.2 480 (2021) (480W)	25 (12.0 kW)

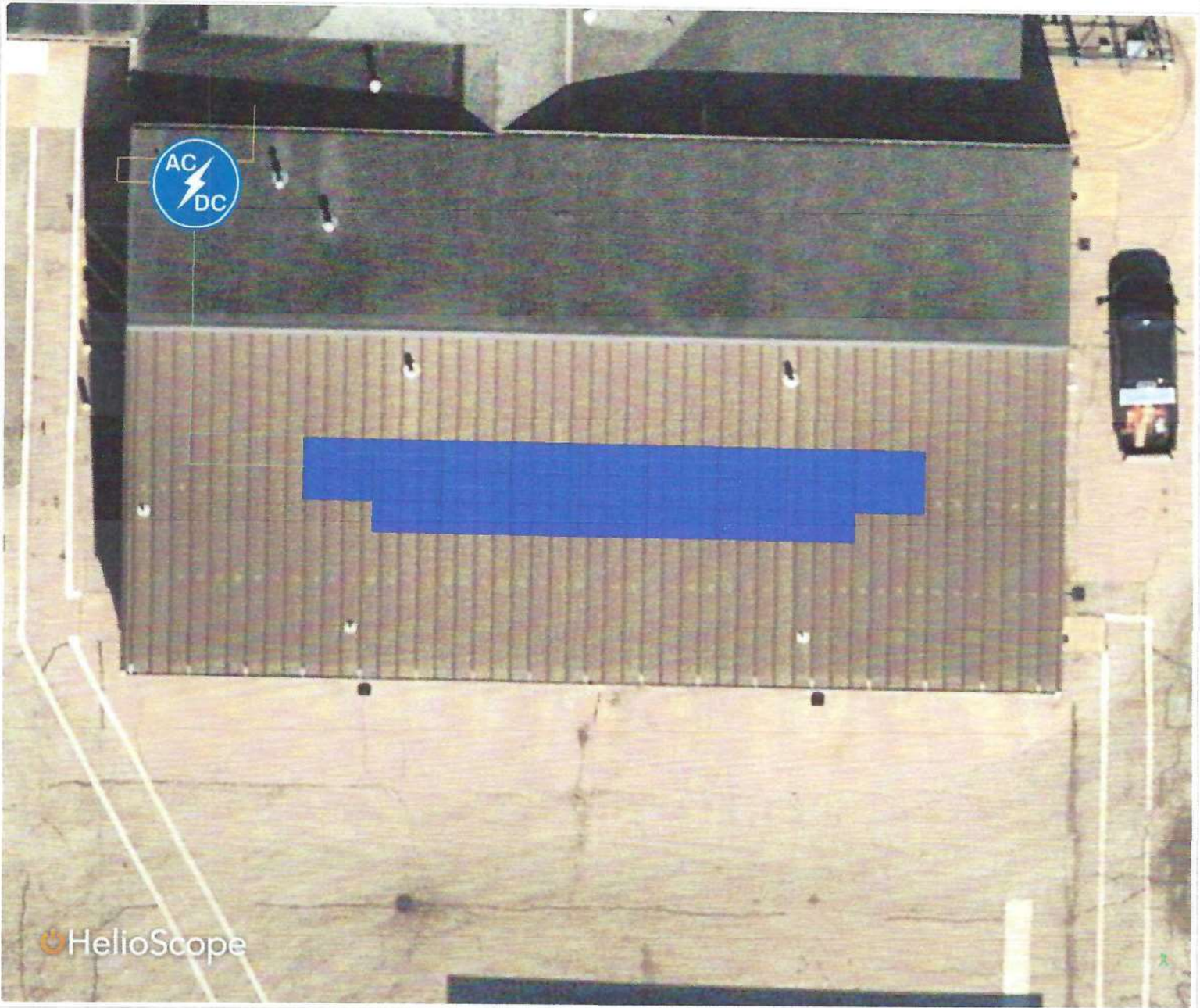
🔌 Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	7-11	Along Racking

🏠 Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	18°	181°	0.0 ft	1x1	25	25	12.0 kW

Detailed Layout



17 KW Option Village of Winnetka, 1390 S. Willow Rd Winnetka IL

Report

Project Name Village of Winnetka
Project Description Grid tied system
Project Address 1390 S. Willow Rd Winnetka IL
Prepared By Angel Diaz
 angel@dominionlightinginc.com

DOMINION
 LIGHTING & SOLAR

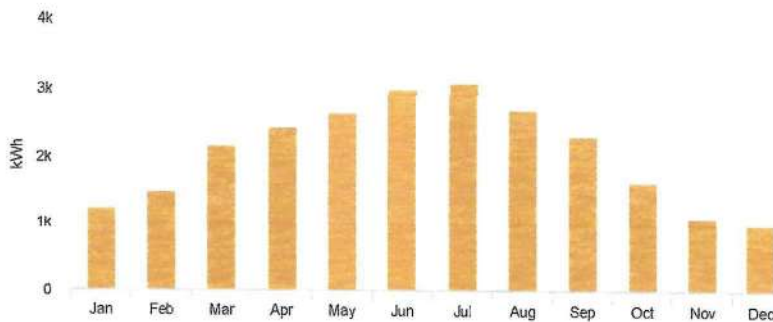
System Metrics

Design 17 KW Option
Module DC Nameplate 20.6 kW
Inverter AC Nameplate 17.0 kW
 Load Ratio: 1.21
Annual Production 24.74 MWh
Performance Ratio 74.2%
kWh/kWp 1,198.9
Weather Dataset TMY, 10km Grid (42.15,-87.75), NREL (prospector)
Simulator Version e0419dct19-dcabad097e-4d5d0f02fa-0e176ffd8f

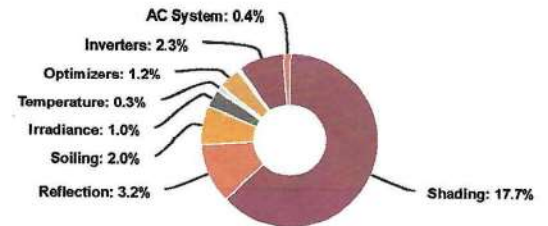
Project Location



Monthly Production



Sources of System Loss



⚡ Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,429.8	
	POA Irradiance	1,615.3	13.0%
	Shaded Irradiance	1,329.5	-17.7%
	Irradiance after Reflection	1,287.4	-3.2%
	Irradiance after Soiling	1,261.6	-2.0%
	Total Collector Irradiance	1,264.5	0.2%
Energy (kWh)	Nameplate	26,097.5	
	Output at Irradiance Levels	25,839.8	-1.0%
	Output at Cell Temperature Derate	25,767.5	-0.3%
	Output After Mismatch	25,767.5	0.0%
	Optimizer Output	25,458.3	-1.2%
	Optimal DC Output	25,437.3	-0.1%
	Constrained DC Output	25,416.7	-0.1%
	Inverter Output	24,832.1	-2.3%
	Energy to Grid	24,744.6	-0.4%
Temperature Metrics			
	Avg. Operating Ambient Temp		12.2 °C
	Avg. Operating Cell Temp		18.2 °C
Simulation Metrics			
	Operating Hours	4697	
	Solved Hours	4697	

☁ Condition Set

Description	Condition Set 1											
Weather Dataset	TMY, 10km Grid (42.15,-87.75), NREL (prospector)											
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Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
	East-West	-3.56	-0.075	3°C								
	Carport	-3.56	-0.075	3°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
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Irradiation Variance	5%											
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AC System Derate	0.50%											
Module Characterizations	Module						Uploaded By		Characterization			
	Q,PEAK DUO XL-G10.2 480 (2021) (Hanwha Q Cells)						HelioScope		Spec Sheet Characterization, PAN			
	Device						Uploaded By		Characterization			
Component Characterizations	P485 (SolarEdge)						HelioScope		Mfg Spec Sheet			
	SE17K (SolarEdge)						HelioScope		Spec Sheet			

📦 Components

Component	Name	Count
Inverters	SE17K (SolarEdge)	1 (17.0 kW)
AC Panels	1 input AC Panel	1
AC Home Runs	12 AWG (Copper)	1 (74.9 ft)
AC Home Runs	1/0 AWG (Aluminum)	1 (53.4 ft)
Strings	10 AWG (Copper)	2 (114.1 ft)
Optimizers	P485 (SolarEdge)	43 (20.9 kW)
Module	Hanwha Q Cells, Q,PEAK DUO XL-G10.2 480 (2021) (480W)	43 (20.6 kW)

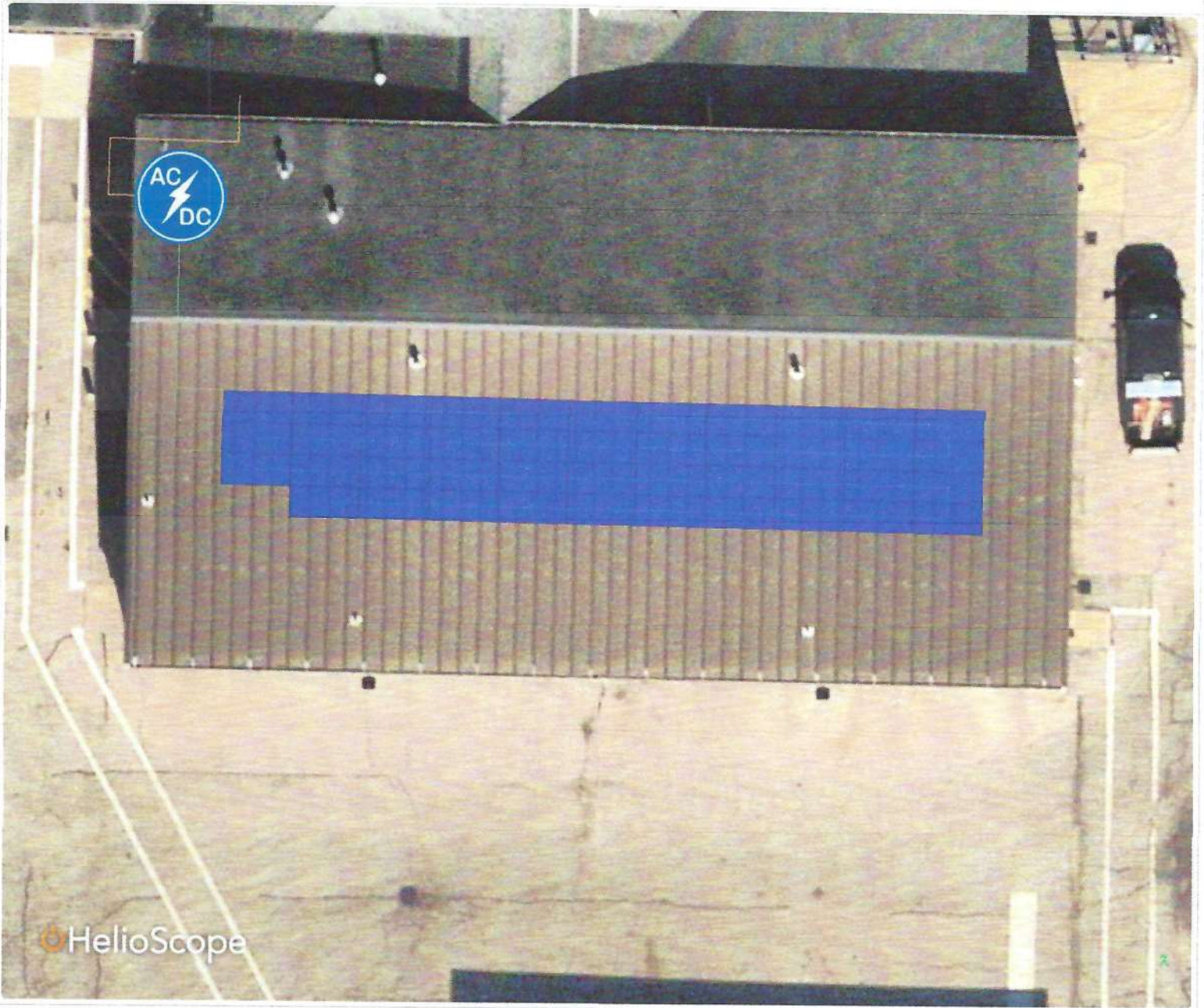
🔌 Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	11-23	Along Racking

🏠 Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	18°	181°	0.0 ft	1x1	43	43	20.6 kW

Detailed Layout



powered by

Q.ANTUM DUO Z

Q.PEAK DUO XL-G10.2

470-495

ENDURING HIGH
PERFORMANCE



BREAKING THE 21% EFFICIENCY BARRIER

Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 21.6%.



LOW ELECTRICITY GENERATION COSTS

Higher yield per surface area, lower BOS costs and up to 80 watts more module power than standard 144 half-cell modules.



ENDURING HIGH PERFORMANCE

Long-term yield security with Anti LID Technology, Anti PID Technology¹, Hot-Spot Protect and Traceable Quality Tra.Q™.



EXTREME WEATHER RATING

High-tech aluminum alloy frame, certified for high snow (5400 Pa) and wind loads (3000 Pa).



A RELIABLE INVESTMENT

Inclusive 12-year product warranty and 25-year linear performance warranty².

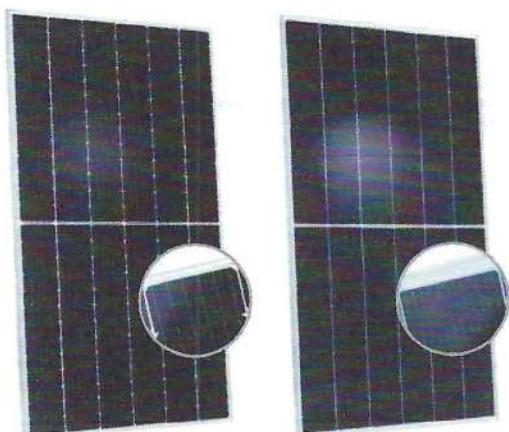


STATE OF THE ART MODULE TECHNOLOGY

Q.ANTUM DUO combines cutting edge cell separation and innovative 12-busbar design with Q.ANTUM Technology.

¹ APT test conditions according to IEC/TS 62804-1:2015, method A (-1500V, 96h)

² See data sheet on rear for further information.



8 BUSBAR
CELL TECHNOLOGY

12 BUSBAR
CELL TECHNOLOGY

THE IDEAL SOLUTION FOR:



Ground-mounted
solar power plants

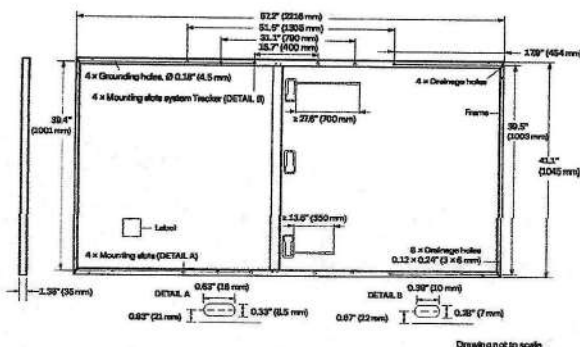
Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	87.2 in × 41.1 in × 1.38 in (including frame) (2216 mm × 1045 mm × 35 mm)
Weight	58.4 lbs (26.5 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Anodized aluminum
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
Junction Box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm ² Solar cable; (+) ≥ 27.6 in (700 mm), (-) ≥ 13.8 in (350 mm)*
Connector	Stäubli MC4, Stäubli MC4-Evo2, Hanwha Q CELLS HQC4; IP68

*Long cables (+) ≥ 57.1 in (1450 mm), (-) ≥ 57.1 in (1450 mm) for landscape installation are available upon request.



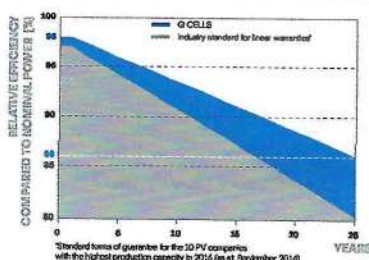
ELECTRICAL CHARACTERISTICS

POWER CLASS		470	475	480	485	490	495
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC ¹ (POWER TOLERANCE +5 W / -0 W)							
Minimum	Power at MPP ²	P _{MPP} [W]	470	475	480	485	490
	Short Circuit Current ¹	I _{SC} [A]	11.21	11.24	11.26	11.29	11.31
	Open Circuit Voltage ¹	V _{OC} [V]	53.54	53.58	53.61	53.64	53.68
	Current at MPP	I _{MPP} [A]	10.62	10.66	10.71	10.76	10.81
	Voltage at MPP	V _{MPP} [V]	44.27	44.54	44.81	45.07	45.33
	Efficiency ³	η [%]	≥ 20.3	≥ 20.5	≥ 20.7	≥ 20.9	≥ 21.2
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT ²							
Minimum	Power at MPP	P _{MPP} [W]	352.6	356.4	360.1	363.9	367.6
	Short Circuit Current	I _{SC} [A]	9.03	9.05	9.07	9.09	9.12
	Open Circuit Voltage	V _{OC} [V]	50.49	50.53	50.56	50.59	50.62
	Current at MPP	I _{MPP} [A]	8.34	8.39	8.43	8.47	8.52
	Voltage at MPP	V _{MPP} [V]	42.26	42.49	42.72	42.94	43.17

¹Measurement tolerances P_{MPP} ± 3%; I_{SC}; V_{OC} ± 5% at STC; 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • ²800 W/m², NMOT, spectrum AM 1.5

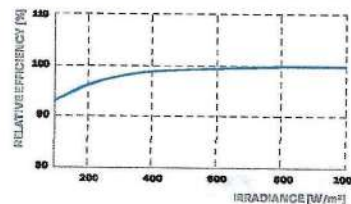
Q CELLS PERFORMANCE WARRANTY

PERFORMANCE AT LOW IRRADIANCE



At least 98% of nominal power during first year. Thereafter max. 0.5% degradation per year. At least 93.5% of nominal power up to 10 years. At least 86% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²)

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I _{SC}	α [%/K]	+0.04	Temperature Coefficient of V _{OC}	β [%/K]	-0.27
Temperature Coefficient of P _{MPP}	γ [%/K]	-0.34	Nominal Module Operating Temperature	NMOT [°F]	109 ± 5.4 (43 ± 3 °C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V _{sys}	[V]	1500 (IEC)/1500 (UL)	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	20	Fire Rating based on ANSI / UL 61730	TYPE 1
Max. Design Load, Push / Pull ²	[lbs/ft ²]	75 (3600 Pa) / 42 (2000 Pa)	Permitted Module Temperature on Continuous Duty	-40 °F up to +185 °F (-40 °C up to +85 °C)
Max. Test Load, Push / Pull ³	[lbs/ft ²]	113 (5400 Pa) / 63 (3000 Pa)		

²See Installation Manual

QUALIFICATIONS AND CERTIFICATES

UL 61730, CE-compliant,
IEC 61215:2016,
IEC 61730:2016,
U.S. Patent No. 9,893,215
(solar cells);



PACKAGING INFORMATION

Horizontal packaging	89.4 in 2270 mm	43.3 in 1100 mm	47.6 in 1210 mm	1809 lbs 821 kg	22 pallets	20 pallets	29 modules
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Note: Installation Instructions must be followed. See the Installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS America Inc.

400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL inquiry@us.q-cells.com | WEB www.q-cells.us

Three Phase Inverters for the 120/208V Grid

For North America

SE10KUS / SE17.3KUS



The best choice for SolarEdge enabled systems

- / Specifically designed to work with power optimizers
- / Quick and easy inverter commissioning directly from a smartphone using SolarEdge SetApp
- / Fixed voltage inverter for superior efficiency and longer strings
- / Built-in type 2 DC and AC Surge Protection, to better withstand lightning events
- / Small, lightest in its class, and easy to install outdoors or indoors on provided bracket
- / Integrated arc fault protection and rapid shutdown for NEC 2014, 2017, and 2020, per article 690.11 and 690.12
- / Built-in module-level monitoring with Ethernet, wireless or cellular communication for full system visibility
- / Integrated Safety Switch
- / UL1741 SA and SB certified, for CPUC Rule 21 grid compliance

Three Phase Inverters for the 120/208V Grid⁽¹⁾

For North America

SE10KUS / SE17.3KUS

Model Number	SE10KUS	SE17.3KUS	
Applicable to inverters with part number	SEXK-USX2IXXX		
OUTPUT			
Rated AC Power Output	10000	17300	W
Maximum Apparent AC Output Power	10000	17300	VA
AC Output Line Connections	3W + PE, 4W + PE		
AC Output Voltage Minimum-Nominal-Maximum ⁽²⁾ (L-N)	105 – 120 – 132.5		
AC Output Voltage Minimum-Nominal-Maximum ⁽²⁾ (L-L)	183 – 208 – 229		
AC Frequency Minimum-Nominal-Maximum ⁽²⁾	59.3 – 60 – 60.5		
Continuous Output Current (per Phase)	27.8	48.25	Aac
GFDI Threshold	1		
Utility Monitoring, Islanding Protection, Country Configurable Set Points	Yes		
THD	≤ 3		
Power Factor Range	+/- 0.85 to 1		
INPUT			
Maximum DC Power (Module STC)	17500	30275	W
Transformer-less, Ungrounded	Yes		
Maximum Input Voltage DC+ to DC-	600		
Operating Voltage Range	370 – 600		
Maximum Input Current	27.8	48.25	Adc
Maximum Input Short Circuit Current	55		
Reverse-Polarity Protection	Yes		
Ground-Fault Isolation Detection	167kΩ Sensitivity ⁽³⁾		
CEC Weighted Efficiency	97	97.5	%
Night-time Power Consumption	< 4		
ADDITIONAL FEATURES			
Supported Communication Interfaces	2 x RS485, Ethernet, Cellular (optional)		
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection		
Rapid Shutdown	NEC2014, NEC2017 and NEC2020 compliant/certified		
RS485 Surge Protection Plug-in	Supplied with the inverter, Built-in		
AC, DC Surge Protection	Type II, field replaceable, Built-in		
DC Fuses (Single Pole)	25A, Built-in		
Smart Energy Management	Export Limitation		
DC SAFETY SWITCH			
DC Disconnect	Integrated		
STANDARD COMPLIANCE			
Safety	UL1741, UL1741 SA, UL1741 SB, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07		
Grid Connection Standards	IEEE1547-2018, Rule 21, Rule 14 (H1)		
Emissions	FCC part15 class A		
INSTALLATION SPECIFICATIONS			
AC Output Conduit size /AWG range	¾" or 1" / 6 – 10 AWG		
DC Input Conduit size / AWG range	¾" or 1" / 6 – 12 AWG		
Number of DC inputs pairs	4		
Dimensions with Safety Switch (H x W x D)	31.8 x 12.5 x 11.8 / 808 x 317 x 300		
Weight with Safety Switch	78.2 / 35.5		
Cooling	Fans (user replaceable)		
Noise	< 62		
Operating Temperature Range	-40 to +140 / -40 to +60(4)		
Protection Rating	NEMA 3R		
Mounting	Bracket provided		

(1) For 277/480V inverters refer to the [Three Phase Inverters for the 277/480V Grid for North America datasheet](#).

(2) For other regional settings please contact SolarEdge support.

(3) Where permitted by local regulations.

(4) For power de-rating information refer to the [Temperature De-rating - Technical Note \(North America\)](#).

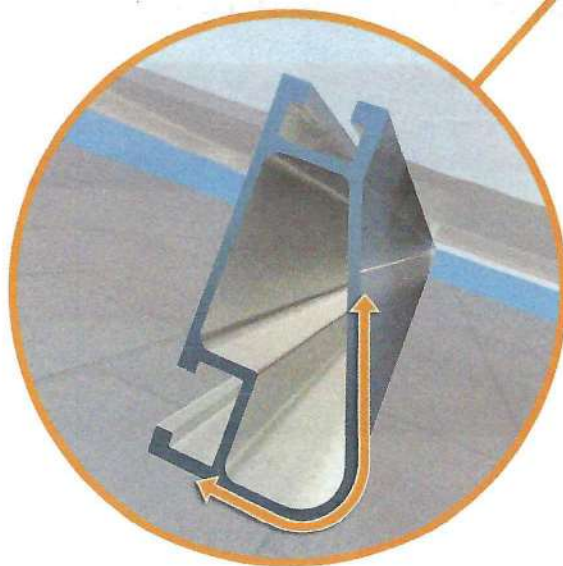
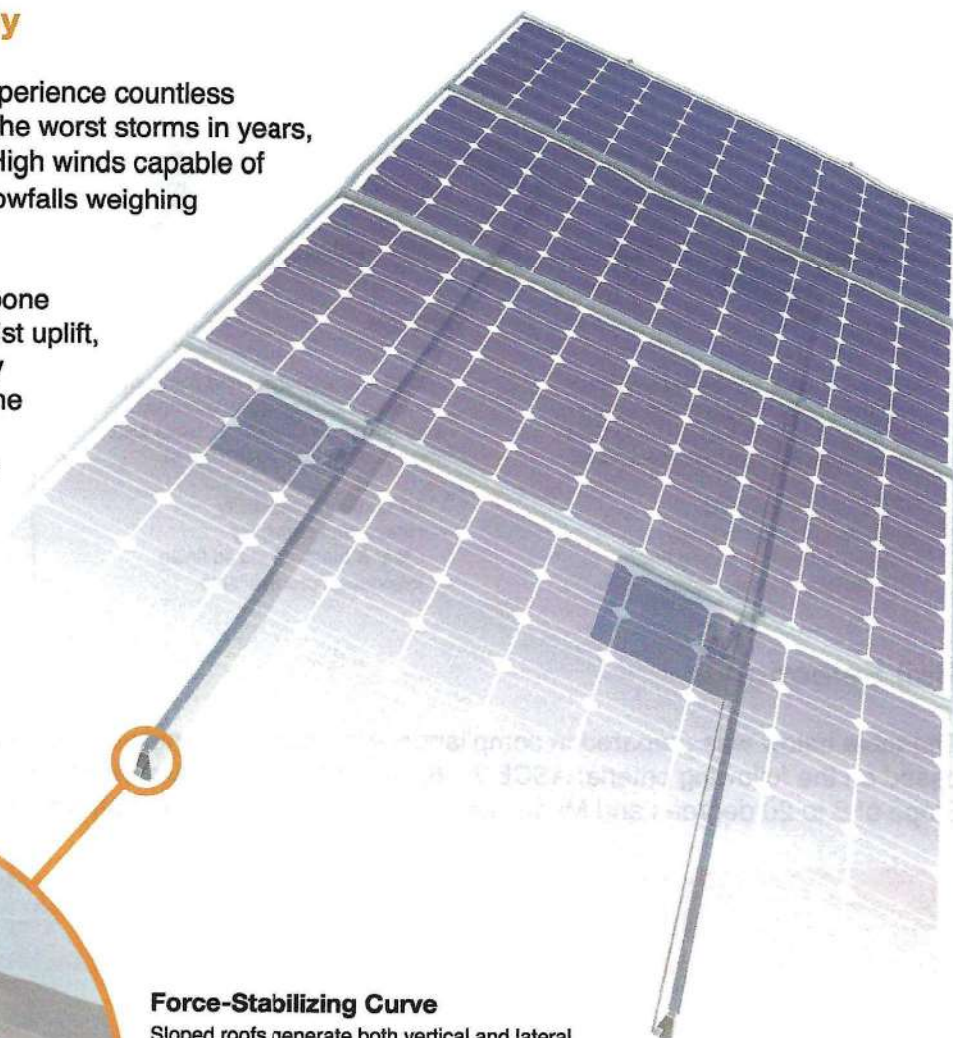


XR Rail® Family

Solar Is Not Always Sunny

Over their lifetime, solar panels experience countless extreme weather events. Not just the worst storms in years, but the worst storms in 40 years. High winds capable of ripping panels from a roof, and snowfalls weighing enough to buckle a panel frame.

XR Rails® are the structural backbone preventing these results. They resist uplift, protect against buckling and safely and efficiently transfer loads into the building structure. Their superior spanning capability requires fewer roof attachments, reducing the number of roof penetrations and the amount of installation time.



Force-Stabilizing Curve

Sloped roofs generate both vertical and lateral forces on mounting rails which can cause them to bend and twist. The curved shape of XR Rails® is specially designed to increase strength in both directions while resisting the twisting. This unique feature ensures greater security during extreme weather and a longer system lifetime.

Compatible with Flat & Pitched Roofs



XR Rails® are compatible with FlashFoot® and other pitched roof attachments.



IronRidge® offers a range of tilt leg options for flat roof mounting applications.

Corrosion-Resistant Materials

All XR Rails® are made of 6000-series aluminum alloy, then protected with an anodized finish. Anodizing prevents surface and structural corrosion, while also providing a more attractive appearance.



XR Rail® Family

The XR Rail® Family offers the strength of a curved rail in three targeted sizes. Each size supports specific design loads, while minimizing material costs. Depending on your location, there is an XR Rail® to match.



XR10

XR10 is a sleek, low-profile mounting rail, designed for regions with light or no snow. It achieves spans up to 6 feet, while remaining light and economical.

- 6' spanning capability
- Moderate load capability
- Clear & black anodized finish
- Internal splices available



XR100

XR100 is a residential and commercial mounting rail. It supports a range of wind and snow conditions, while also maximizing spans up to 10 feet.

- 10' spanning capability
- Heavy load capability
- Clear & black anodized finish
- Internal splices available



XR1000

XR1000 is a heavyweight among solar mounting rails. It's built to handle extreme climates and spans up to 12 feet for commercial applications.

- 12' spanning capability
- Extreme load capability
- Clear anodized finish
- Internal splices available

Rail Selection

The table below was prepared in compliance with applicable engineering codes and standards.* Values are based on the following criteria: ASCE 7-16, Gable Roof Flush Mount, Roof Zones 1 & 2e, Exposure B, Roof Slope of 8 to 20 degrees and Mean Building Height of 30 ft. Visit IronRidge.com for detailed certification letters.

Load		Rail Span					
Snow (PSF)	Wind (MPH)	4'	5' 4"	6'	8'	10'	12'
None	90	XR10		XR100		XR1000	
	120						
	140	XR10		XR100		XR1000	
	160						
20	90	XR10		XR100			
	120						
	140	XR10		XR100			
	160						
30	90	XR10		XR100			
	160						
40	90	XR10		XR100			
	160						
80	160						
120	160						

*Table is meant to be a simplified span chart for conveying general rail capabilities. Use approved certification letters for actual design guidance.

S-5![®]

The Right Way![®]

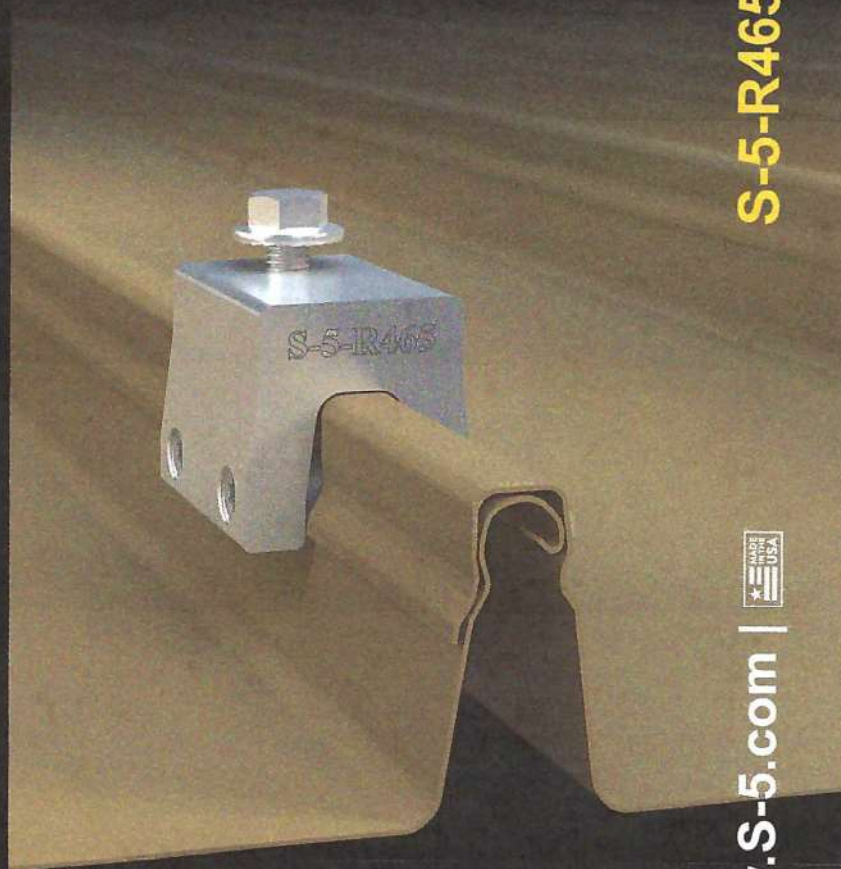
S-5-R465 Clamp

The S-5-R465 and S-5-R465 Mini are created specifically to fit the Zambelli RIB-ROOF 465, McElroy Metal's Mirage II, Rib Roof Metal Systems' Rib Roof, and similar roof profiles. The S-5-R465 and S-5-R465 Mini replace the S-5-R, proving to have more than three times the holding strength. The clamps are uniquely designed with opposing setscrews to maximize holding strength. The patented round-point setscrews do not penetrate the weathering membrane of the roof, nor damage the protective Galvalume coatings of steel panels. They will not cause scoring which can lead to roof material fracture or premature corrosion, including rust, thereby voiding the roof manufacturer's warranty.

S-5-R465 Mini Clamp

The S-5-R465 Mini is a bit shorter than the S-5-R465, having only one setscrew on each side rather than two. The mini is the choice for attaching all kinds of rooftop accessories: signs, walkways, satellite dishes, antennas, rooftop lighting, lightning protection systems, solar arrays, exhaust stack bracing, conduit, condensate lines, mechanical equipment—just about anything!*

*S-5! mini clamps are not compatible with, and should not be used with, S-5! SnoRail™/SnoFence™ or ColorGard® snow retention systems.



The S-5-R465 clamp is designed for use on RIB-ROOF 465, Mirage II, and roofing types with similar profiles.

The right way to attach almost anything to metal roofs!

S-5-R465 and S-5-R465 Mini



888-825-3432 | www.S-5.com

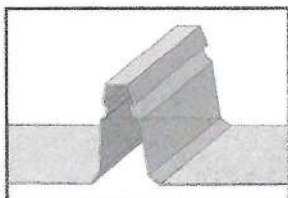


The strength of the S-5-R465 clamp is in its simple design. The patented round-point setscrews will slightly dimple the metal seam material but not pierce it—leaving roof manufacturers' warranties intact.

The **S-5-R465** and **S-5-R465 Mini clamps** are each furnished with the hardware shown to the right. Each box also includes a bit tip for tightening setscrews using an electric screw gun. A structural aluminum attachment clamp, the S-5-R465 is compatible with most common metal roofing materials excluding copper. All included hardware is stainless steel. Please visit www.S-5.com for more information including CAD details, metallurgical compatibilities, installation instructions, and specifications.

The S-5-R465 clamp has been tested for load-to-failure results on most major brands of rib roof profiles. The independent lab test data found at www.S-5.com can be used for load-critical designs and applications. S-5!® holding strength is unmatched in the industry.

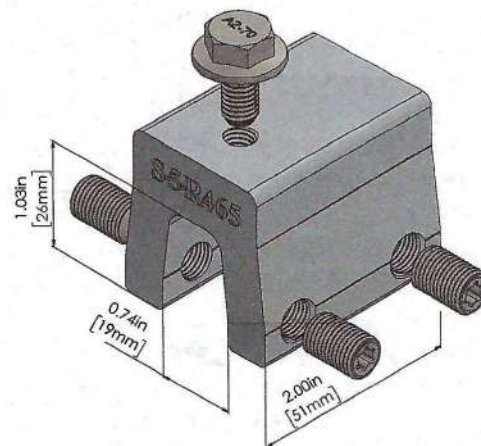
Example Profiles



S-5-R465 Clamp

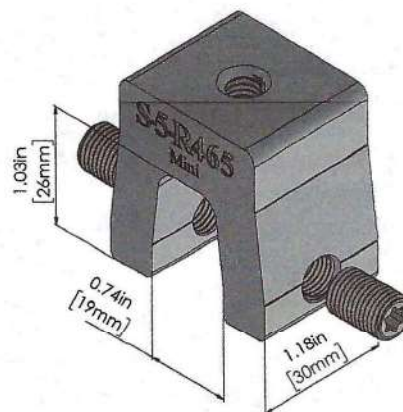
M8-1.5 X 16.00 mm
Hex Flange Bolt

M10-1.5
Threaded Hole



Four 3/8-24 X 0.80"
Round-Point Setscrew

S-5-R465 Mini Clamp



S-5!® Warning! Please use this product responsibly!

Products are protected by multiple U.S. and foreign patents. Visit the website at www.S-5.com for complete information on patents and trademarks. For maximum holding strength, setscrews should be tensioned and re-tensioned as the seam material compresses. Clamp setscrew tension should be verified using a calibrated torque wrench between 160 and 180 inch pounds when used on 22ga steel, and between 130 and 150 inch pounds for all other metals and thinner gauges of steel. Consult the S-5! website at www.S-5.com for published data regarding holding strength.

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Agenda Item Executive Summary

TITLE: Ordinance No. M-13-2023: Granting a Special Use Permit for the Operation of a Real Estate Office within the C-2 Commercial Overlay District of the Village - 564 Lincoln Avenue (Adoption)

PRESENTER: David Schoon

AGENDA DATE: September 5, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

On August 15, 2023, the Village Council approved introduction of Ordinance No. M-13-2023, an Ordinance Granting a Special Use Permit for the Operation of a Real Estate Office within the C-2 Commercial Overlay District of the Village at 564 Lincoln Avenue.

EXECUTIVE SUMMARY:

On September 5, 2023, the Village Council is scheduled to consider adoption of Ordinance No. M-13-2023, an Ordinance Granting a Special Use Permit for the Operation of a Real Estate Office within the C-2 Commercial Overlay District of the Village at 564 Lincoln Avenue. The Ordinance is in response to an application submitted by Compass Illinois, Inc. (the "Applicant"), as the prospective lessee of the property located at 564 Lincoln Avenue (the "Subject Property"). (**Attachment 1**) The Applicant would be relocating its current real estate office at 851 Spruce Street to the Subject Property and requests approval of the special use permit to occupy space within the Commercial Overlay District. The Applicant would occupy an approximately 4,500-square foot space on the Subject Property, with approximately 1,500 square feet of that space located in the Commercial Overlay District. (Note: Coldwell Banker, the previous tenant, had occupied 8,000 square feet of space in The Galleria building.) The portion of the proposed real estate office located outside of the Commercial Overlay District is allowed by right, so if the Applicant was planning to only occupy that portion of the subject space, the Applicant would be able to occupy the space without first securing special use permit approval.

At its August 15, 2023, meeting, the Village Council heard from the Applicant regarding its request as well as one member of the public that spoke in favor. After hearing from the Applicant and the public, the Council discussed the application and approved a motion to adopt introduction of the ordinance. As requested by the Council, reference to the term "pop-up" has been removed from the ordinance.

RECOMMENDATION:

The Council will consider adoption of Ordinance No. M-13-2023, an Ordinance Granting a Special Use Permit for the Operation of a Real Estate Office within the C-2 Commercial Overlay District of the Village at 564 Lincoln Avenue.

ATTACHMENTS:

1. Ordinance M-13-2023, An Ordinance Granting a Special Use Permit for the Operation of a Real Estate Office within the C-2 Commercial Overlay District
2. Hoffmann Commercial Real Estate - Letter for Support Re: Special Use Permit Final Approval

ATTACHMENT 1

ORDINANCE NO. M-13-2023

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE OPERATION OF A REAL ESTATE OFFICE WITHIN THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE (564 Lincoln Avenue)

WHEREAS, Compass Illinois, Inc., an Illinois corporation ("***Applicant***"), is the prospective lessee of the property commonly known as 564 Lincoln Avenue, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Subject Property***"); and

WHEREAS, 562-72 Lincoln Avenue, LLC, an Illinois limited liability company ("***Owner***"), is the record title owner of the Subject Property; and

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

WHEREAS, the Applicant desires to operate a real estate office on the Subject Property; and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of Zoning Ordinance ("***Zoning Ordinance***"), the operation of a real estate office is not permitted within the C-2 Commercial Overlay District without a special use permit; and

WHEREAS, on May 24, 2023, the Applicant filed an application for a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the Zoning Ordinance to allow the operation of a real estate office at the Subject Property ("***Special Use Permit***"); and

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

WHEREAS, the Applicant also intends to incorporate and provide for a portion of the real estate office area to be used as a retail establishment in the space at the front of the building on the Subject Property ("***Retail Area***"); and

WHEREAS, on July 13, 2023, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of four in favor and two opposed, recommended that the Village Council approve the Special Use Permit; and

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

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

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

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

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

- A. **Commencement of Operation.** The Applicant must commence operation of the proposed real estate office use no later than 12 months after the effective date of this Ordinance.
- B. **Retail Area.**
 - 1. Beginning on September 1, 2023, the Applicant shall provide a Retail Area, which shall be made available to third-party retail users that are permitted uses, and not special uses, in the Commercial Overlay District and preferably on a long term basis to display goods for sale to the general public (“**Vendors**”).
 - 2. The Retail Area shall at a minimum consist of the eastern portion of the Subject Property and include display windows along Lincoln Avenue as well as along the courtyard of the Galleria Building, identified as “Retail 101” on the floor plan submitted by the Applicant (“**Retail Area**”), consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B (“Floor Plan”)**.
 - 3. The Retail Area shall be used only for the display of retail goods that can be viewed by customers and directly purchased while in the Retail Area or viewed by customers and ordered for delivery to a customer’s home or business. The Retail Area shall be occupied with goods available for purchase at all times. For those periods during which a Vendor is not occupying the Retail Area, the Applicant shall maintain a ‘Compass Boutique’ in the Retail Area replicating a point of sale operation with Compass branded apparel, accessories for the home and office, and related products available for purchase by the general public.
 - 4. The Retail Area shall be open to the public during at least from Monday through Friday, 10:00 am to 5:00 pm (“**Business Hours**”) and be staffed during Business Hours by the Vendor, or in the absence of the Vendor’s representative, by Applicant’s reception staff.

5. The Applicant shall actively and continuously market the Retail Area to Vendors when unoccupied, and the Applicant must work with commercial brokers, the Winnetka-Northfield Chambers of Commerce and other chambers of commerce, and the Village to identify potential Vendors to use the Retail Area.
 6. The Applicant shall prepare a plan for shared window signage for the Applicant and Vendor for review and approval by the Village's Design Review Board. The plan must provide for window signage on the Subject Property that identifies the Vendor and Applicant. All signage must comply with the Village's sign regulations. The Applicant will not install or allow to be installed window signage on the Subject Property except in conformance with the plans approved by the Design Review Board. The Applicant shall also submit to the Design Review Board for approval of all other proposed signage including the proposed blade sign, as illustrated in **Exhibit C**.
 7. Prior to the Applicant or first Vendor occupying the Retail Area, the Applicant must schedule an appointment with the Village's Fire Department and Community Development Department to review how the Retail Area will be used by Vendors and the public to ensure that the use of the Retail Area complies with fire code, building egress, and other life safety requirements.
- C. Compliance with Regulations. The development, use, and maintenance of the Subject Property, including the Retail Area, must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

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

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

SECTION 7: EFFECTIVE DATE.

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

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant and the Owner with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit 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.

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

PASSED this ____ 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: August 15, 2023

Passed and Approved: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1:

UNITS C-1, C-2, C-3, C-4 AND C-8 IN THE WINNETKA GALLERIA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 IN CUMMINS WINNETKA GALLERIA CONSOLIDATION PLAT, BEING A SUBDIVISION OF LOT 6 IN LEWIS D. WEBSTER'S RESUBDIVISION OF BLOCK 11 (EXCEPT THE NORTH 75.00 FEET THEREOF); ALSO PART OF LOT 11 AND 12 IN BLOCK 12 IN PARK ADDITION TO WINNETKA SUBDIVISION BY WILLIAM H. CAIRNDUFF; ALSO PART OF LOT 15 IN BLOCK 13 IN WINNETKA PARK BLUFFS, ALL IN SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, FORMERLY KNOWN AS: LOT 15 (EXCEPT THAT PART LYING WEST OF A LINE 50.00 FEET NORTHEASTERLY OF AND PARALLEL WITH EASTERLY LINE OF CHICAGO AND NORTHWESTERN RAILROAD COMPANY RIGHT OF WAY) IN BLOCK 13 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM CAIRNDUFF OF PARTS OF SECTIONS 16, 17, AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND LOT 11 (EXCEPT WESTERLY 50.00 FEET THEREOF) IN BLOCK 12 IN PARK ADDITION TO WINNETKA SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17, AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THE SOUTH 5.00 FEET OF LOT 6 IN LEWIS D. WEBSTER'S RESUBDIVISION OF BLOCK 11 (EXCEPT THE NORTH 75.00 FEET THEREOF) AND OF LOTS 6, 8, 9 AND 10 IN BLOCK 12 IN PARK ADDITION TO WINNETKA AFORESAID, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THAT PART OF LOTS 11 AND 12 IN BLOCK 12 IN PARK ADDITION TO WINNETKA SUBDIVISION BY WILLIAM H. CAIRNDUFF; ALSO PART OF LOT 15 IN BLOCK 13 IN WINNETKA PARK BLUFFS, BEING A STRIP OF LAND 10.00 FEET IN WIDTH MEASURED AT RIGHT ANGLES TO AND LYING SOUTHWESTERLY FROM A LINE 50.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY RIGHT-OF-WAY AND LYING SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 5.00 FEET OF LOT 6 IN LEWIS D. WEBSTER'S SUBDIVISION AND NORTH OF THE SOUTH LINE OF SAID LOT 15 IN BLOCK 13 IN WINNETKA PARK BLUFFS, ALL IN SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 14, 2000 AS DOCUMENT 00717633, AS AMENDED BY FIRST AMENDMENT RECORDED OCTOBER 17, 2001 AS DOCUMENT 0010964912 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES 3, 4, 16, 17, 18, 19, 27, 28, 29, 30, 31, 32 AND 33, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO DECLARATION AFORESAID RECORDED AS DOCUMENT 00717633.

Commonly known as 562-572 Lincoln Avenue, Winnetka, Illinois 60093.

PARCEL INDEX NUMBERS: 05-20-203-043-1009, 05-20-203-043-1010, 05-20-203-043-1011, 05-20-203-043-1012, 05-20-203-043-1016

EXHIBIT B
FLOOR PLAN

Retail 101 approximately 740 sq. ft.

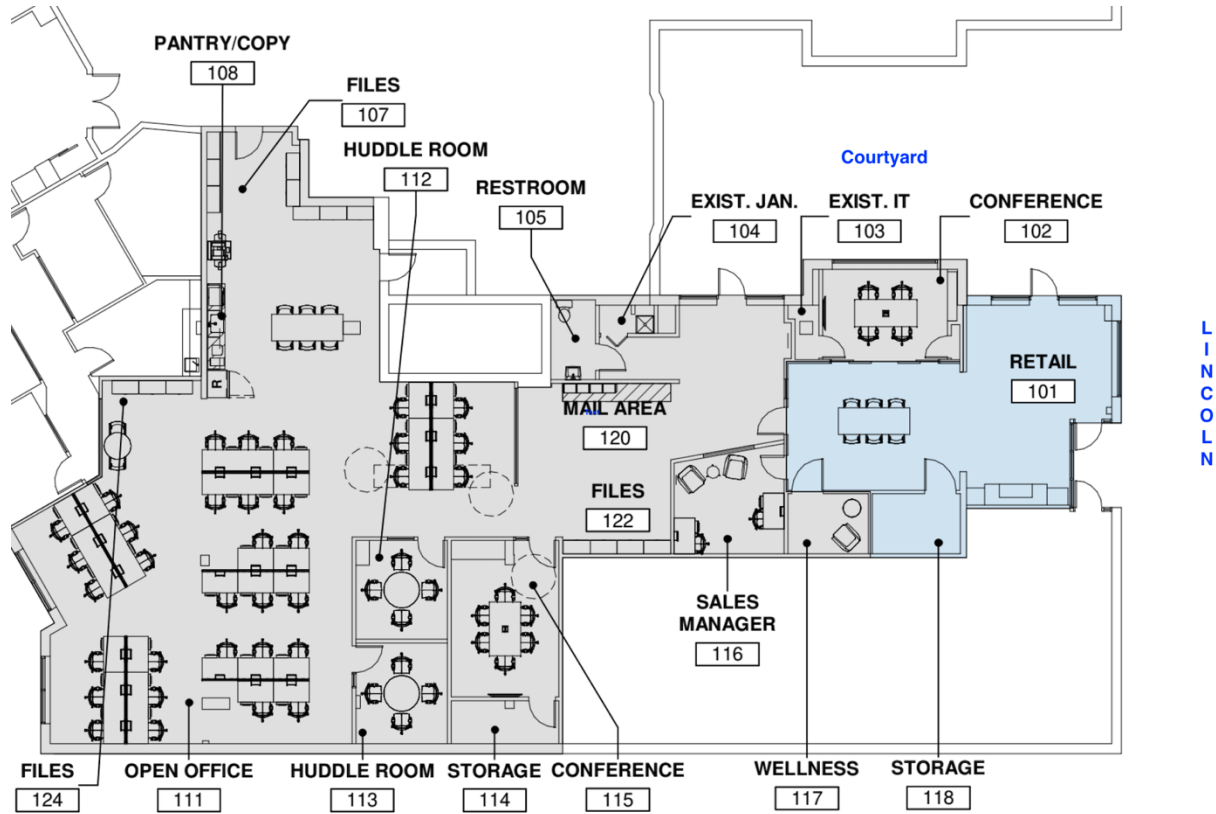


EXHIBIT C



EXHIBIT D
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Compass Illinois, Inc., an Illinois corporation ("***Applicant***"), desires to operate a real estate office located at 564 Lincoln Avenue in the Village ("***Subject Property***"); and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of Zoning Ordinance ("***Zoning Ordinance***"), the operation of a real estate office is not permitted within the C-2 Commercial Overlay District without a special use permit; and

WHEREAS, 562-72 Lincoln Avenue, LLC, an Illinois limited liability company ("***Owner***"), is the record title owner of the Subject Property and consents to the operation of a real estate office by the Applicant at the Subject Property; and

WHEREAS, Ordinance No. M-13-2023, adopted by the Village Council on _____, 2023 ("***Ordinance***"), grants a special use permit to the Applicant for the operation of a real estate office at the Subject Property within the C-2 Commercial Overlay District of the Village; and

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

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

1. The Applicant and the Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant and the Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant and the Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of a special use permit for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant or the Owner against damage or injury of any kind and at any time.

4. The Applicant and the Owner do hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time,

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

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

Dated: _____, 2023

ATTEST:

COMPASS ILLINOIS, INC.

By: _____

By: _____

Its: _____

ATTEST:

562-72 LINCOLN AVENUE, LLC

By: _____

By: _____

Its: _____

HOFFMANN

COMMERCIAL REAL ESTATE

City Council Members
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Dear Trustees,

As you're aware, Compass had previously been approved for a Special Use Permit on Lincoln Avenue, for their old location at 565 Lincoln Ave. They temporarily consolidated their smaller Lincoln office upon Lease expiration into their space over on Spruce St., but ultimately, they wanted a larger, combined presence. The location at 564-568 Lincoln Avenue is a great fit for them, both location and space-wise.

Coldwell Banker, who previously had Leased the Premises, has since left and went to Glencoe, with their new location just outside of Winnetka and the retail overlay requirement on the Northeast corner of Scott Ave and Green Bay Road. Real Estate Offices are considered a permitted Business use in Glencoe's business districts, as they are dealing directly with customers. Additionally, Jameson Real Estate vacated their long-time premises located at 586 Lincoln Avenue at the end of July due to consolidation of area offices. Just over a year ago, 3 approved brokerages were located on the street, and currently, if approved, Compass would be the only approved brokerage located on Lincoln Avenue. The window street footage of their old premise at 565 Lincoln and the window street footage of their proposed new space at 564 Lincoln is extremely comparable in presence/visibility.

The space had been marketed with the Landlord's brokers, Imperial Realty, once we received notice that Coldwell Banker was intending to vacate the large office space upon Lease Expiration in June 2022, with marketing efforts dating back to 2021. Out of approximately 15 of those "more interested parties" over the course of 1.5-2 years, only 4 of them were considered "permitted" usage under the Retail Overlay, approximately 26%. Concepts such as Education, Fitness, Medical, Interior Design, Food, Office, Postal Service, Furniture, Beauty and Banking are among those that we received interest in. Many of them were deterred from pursuing the space in general upon learning of the Special Use Requirement and what it entailed to obtain approval. Some of the few "Retail" Concepts were deterred from feeling as if possibly not enough/right kind of foot traffic on Lincoln Avenue to support their business. This is something we also heard from Selleria Veneta who occupied that space temporarily during their buildout period in Hubbard Woods for their permanent space located at 986 Green Bay Road. Additional concerns ranged from construction needs, restrictions, and space planning items relating to lead time, budgeting, demising, etc. to transform the current front portion of the vacancy to their needs

This particular property is part of a Condo Association, which also provides further regulations for owners to abide by, and certain types of traditional retail or other businesses not requiring a Special Use Permit are prohibited from operating at this building. 2 of the 4 "permitted" prospects noted above being interested in the space fell into this category, further reducing only 2/15 interested prospects

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(approximately 13%) being of “Retail” Usage. According to Article 7 of the Condo Docs the following uses, among others, that could qualify as retail uses are prohibited:

1. Any restaurant, “fast food”, or other establishment whose reasonably projected annual gross revenues from the sale of prepared food for on-premises consumption exceeds 20% of the gross revenues of such businesses. The only exceptions would be “coffee houses” such as “Starbucks” or “Caribou Coffee” whose business primarily involves the sale of coffee.
2. Any second-hand or surplus store.
3. Any bar, tavern or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-site consumption exceeds 20% of gross revenues of such business.
4. Any grocer, food market, convenience store or other establishment whose primary business involves the sale of food of any kind (such as produce, meats, dairy and other consumable food products) and related goods for off-premises consumption or use.

Liz Dechant with Community Development has been in regular contact with our broker, and they worked cooperatively in trying to tour as many potential tenants as possible. Hunter Gleber has tried with many Tenants to make this space work, and continues to work diligently to backfill all vacancies within the Hoffmann portfolio.

Additionally, due to Coldwell Banker previously occupying and had recently built out just the front 1,100 sq ft portion of the space to be contiguous with existing space they were already leasing in the building, a retail prospect interested in the space would have to complete extensive demo work, demising work, etc. just to make the space functional at a separate premises, which are costs that both the Tenant and Landlord would have to consider during Lease negotiations. . During the last meeting, the question was raised as to why the Landlord did not re-demise the front retail portion of the space (Approximately 1,200 sq ft) from the larger office space available in the rear. This is due to further limiting potential Tenants from taking additional footage from the front portion back, beyond the 50 feet required under Special Use, if they were wanting to take 2,000 or even 3,000 square feet, but not necessarily all 4,500-8,000 square feet that was once available without either the Tenant or Landlord expending unnecessary costs to build walls and/or tear them down. For the use to stay within the same market as previous operations (and I believe even before Coldwell Banker it was an Architecture Firm prior to our ownership), is a great transition for all parties involved and would have much less of a lead time continuing to appear “vacant” on the street if Compass is to receive Special Usage Approval.

Compass is proposing to have a similar retail support in that front portion of the space that Coldwell Banker had under it’s approved Special Use. However, their plan is not to have a rotating “pop-up” concept as Coldwell Banker did – this would be a permanent retail solution. The proposed concept of partnering with Anne Loucks Gallery offering a rotating collection of fine art, as she has 50 standing artists she works with. This would be a 2nd location to her Gallery in Glencoe, and we believe that her business would be a great complimentary luxury partnership tenant to Compass, as well as fill the beautiful storefront area of the space. From what I understand, Anne is very excited about this opportunity

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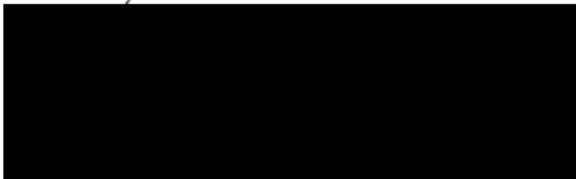
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to have a presence in Winnetka. Compass has executed this type of retail component in other branch offices nationally.

We sincerely hope that Compass can receive the necessary support from the Village to obtain a Special Use Approval to Lease the 'front' portion of their new office space and have a continued presence in Winnetka on Lincoln Avenue. We very much appreciate all the Village does and continues to do when collaborating with Hoffmann Commercial Real Estate and working to bring new and exciting tenant concepts to the area. While Compass may be a familiar face, we think that this will be a nice reprise to their tenancy on Lincoln Avenue. I personally have been with the company for the past 6 years, and I have never seen Lincoln Avenue look so vibrant and as busy as it has been since coming out of the pandemic. We've had a lot of new and exciting Tenants join us, and we continue to strive to keep that momentum going.

Sincerely,



Jenn Epstein
Senior Property Manager
Hoffmann Commercial Real Estate



Agenda Item Executive Summary

TITLE: Resolution No. R-83-2023: Waiving Competitive Bidding and Approving the Purchase of Underground Stormwater Vaults from Stormtrap, LLC (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: September 5, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

- Approval of intergovernmental agreement with Board of Education of Winnetka Public Schools District 36 on February 4th, 2020;
- Approval of intergovernmental agreement with Winnetka Park District on May 5th, 2020.
- Proposed fiscal year 2024 Budgeted procurement of storm water vault system for the Crow Island Woods and Crow Island School.

EXECUTIVE SUMMARY:

As part of the Village's Stormwater Improvement project at Crow Island School and Crow Island Woods, staff is recommending the procurement for the underground stormwater vault system in preparation for construction scheduled to begin in March 2024. The intergovernmental agreements (IGA's) with the Winnetka Park District and Winnetka Public Schools District 36 allow the village to construct underground storage on the Crow Island Woods and the Crow Island School properties as part of the Village's stormwater improvement project. Staff is recommending the procurement of the underground vault system in preparation for construction to begin in March of 2024.

The installation of the underground vault system is a critical component to providing the necessary stormwater detention volume as part of the West and Southwest Overall Stormwater Master Plan. A significant portion of stormwater storage is being provided with underground storage. The storage vaults installed beneath the Duke and Little Duke Fields as part of the Phase I construction were a critical component in the overall management of the stormwater north of Willow Road. As part of the Crow Island stormwater improvement project, the installation of the underground vault system on both the Crow Island Woods and Crow Island School will provide the same stormwater management benefits for properties south of Willow Road.

Attached are a series of exhibits explaining the proposed underground stormwater storage facilities currently being designed for the Village. The proposed underground storage facilities located on Crow Island Woods and Crow Island School, provide 7.73 acre-ft of stormwater storage. This exhibit also shows details of the construction of these underground storage facilities, designed based on the StormTrap underground storage system.

The Village has worked closely with our intergovernmental partners and StormTrap on the design of the detention volume to meet the Village's needs and to accommodate existing field conditions. Construction for the installation of the underground vault system is planned to commence in March 2024. In order to ensure that the vault system is designed, built, and ready for delivery by that date, it is important that the vaults begin being constructed as soon as possible. Per the intergovernmental agreements with the Winnetka Public Schools District 36 and the Winnetka Park District, the construction of the vault system must begin on time, so the School District has time to complete their proposed improvements beginning June 4th, 2024.

To ensure that the underground vault system would be ready for delivery to maintain the Village's construction schedule, the Village's engineering consultant sought a vendor that could manufacture the vaults to meet this timeframe, and has the ability to store the vault system until the fields are available for installation. Based on the success of the procurement and installation of vault units for the North of Willow Stormwater project, StormTrap was the preferred manufacturer. Storm Trap is considered a leading provider of modular precast concrete solutions and has provided similar underground vault system products to the Village of Wilmette and Glenview.

Based on StormTrap's understanding of the project, their ability to meet the Village's requirements, and their fair market price, staff is recommending that the Village Council waive the bidding process and award a sole source contract to StormTrap for the design, manufacture, storage, and delivery of the stormwater vault system for the Crow Island Stormwater Improvement Project for an amount not to exceed \$1,881,000. Although the original estimate for this storage vault system was developed in 2019, and manufacturing costs have increased since then, staff were able to negotiate with the vendor to maintain the same original estimated purchase cost.

The Village will be utilizing accumulated stormwater reserves to fund this project. The Village currently has cash on hand totaling \$9,759,932 and expects to receive \$12.9 million in grants by the end of 2024. While this purchase was not planned until 2024, the cost is consistent with Strand's original cost estimates that have been provided to Council. Initial invoicing for this project is not expected until early 2024; however, sufficient cash is available to move forward with this purchase in 2023. A detailed presentation of the stormwater fund including planned capital purchases and the timing of cash flows will be presented as part of the 2024 Annual Budget.

RECOMMENDATION:

Consider adopting Resolution No. R-83-2023, approving the purchase of Underground Stormwater Vaults from StormTrap for the facilities located on Crow Island Woods and Crow Island School for an amount not to exceed \$1,881,000.

ATTACHMENTS:

1. Resolution No. R-83-2023: Waiving Competitive Bidding and Approving the Purchase of Underground Stormwater Vaults from Stormtrap, LLC
2. Stormwater Project Tracking Sheet

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING
THE PURCHASE OF UNDERGROUND STORMWATER
VAULTS FROM STORMTRAP, LLC**

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

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

WHEREAS, the Village has adopted the West and Southwest Overall Stormwater Master Plan to address the critical need for stormwater detention and management infrastructure ("***Stormwater Plan***"); and

WHEREAS, as part of the Stormwater Plan, the Village seeks to procure underground stormwater vaults ("***Underground Vaults***"), to be installed on the Crow Island Woods and Crow Island School properties beginning in March 2024; and

WHEREAS, due to the substantial size of the Underground Vaults, the need to store the vaults prior to installation, and the short timeline within which to begin installation, the project is not suitable for competitive bidding; and

WHEREAS, the Village received a purchase order from StormTrap, LLC, to manufacture and store the Underground Vaults, in an amount not to exceed \$1,881,000 ("***Purchase Order***"); and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) approve the Purchase Order with StormTrap, LLC, for the Underground Vaults in an amount not to exceed \$1,881,000; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual; and (ii) approve the Purchase Order with StormTrap, LLC, for the Underground Vaults;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, Section IV.3.D of the Village’s Purchasing Manual, and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Underground Vaults.

SECTION 3: APPROVAL OF PURCHASE ORDER. The Village Council approves the Purchase Order in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE PURCHASE ORDER. 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 Purchase Order after receipt by the Village Manager of two executed copies of the final Purchase Order from StormTrap, LLC; provided, however, that if the Village Manager does not receive two executed copies of the final Purchase Order from StormTrap, LLC, within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Purchase Order will, at the option of the Village Council, be null and void.

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

ADOPTED this 5th day of September 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
Purchase Order



August 28, 2023

Village of Winnetka
510 Green Bay Rd.
Winnetka, IL 60093

Confidential Proposal for Crow Island School—Winnetka, IL

StormTrap, LLC (StormTrap) is pleased to present our comprehensive proposal for the above-named project. The proposed StormTrap design for this project is very efficient and cost effective and will allow your company to meet the intended application and timelines of this project. The StormTrap project design should be assessed on a total installed cost basis as the **storage efficiency** of StormTrap's proprietary design allows for a **smaller footprint** than other materials. The speed and ease of installation will save the owner time and money. In addition, **life cycle benefits** of a precast concrete system that is **easily maintained and durable** (>100 yrs) must be taken into consideration. All details contained herein are **strictly confidential** and can only be shared with individuals at your company, and if necessary, the project owner, owner's representative, developer, engineer-of-record or contractor.

Company Background:

StormTrap is the leading provider of innovative modular precast concrete stormwater management solutions for in North America. StormTrap offers the industry's most efficient water quantity and water quality products for managing runoff, protecting waterways and improving the use of property. StormTrap has dedicated stormwater management professionals across the United States and Canada who work with contractors, owners, municipalities and engineers to understand the localized project requirements and assist in specification development. StormTrap will then take responsibility for the overall design and engineering of the proprietary StormTrap precast concrete modules as well as the localized manufacturing and delivery of the precast concrete modules to the project site. StormTrap has been providing high quality, cost effective stormwater management solutions since 2000. Since 2016 StormTrap has completed over 750 basins comprised of over 50,000 pieces across the United States.

StormTrap is very capable and ready to immediately begin work with your company to get started. Once awarded the project, a project team of professionals from StormTrap and our NPCA certified manufacturing partner will work diligently to complete the project on time and under budget.

StormTrap Project Contacts:

Brian Rieger
Territory Manager – Illinois Region
Direct 815-258-1261
brieger@stormtrap.com

Keith Pfeifer
General Sales Manager – Central Region
Direct 815-781-6449
kpfeifer@stormtrap.com

Pete Kelly
Senior Project Manager - Central Region
Direct 815-520-0399
pkelly@stormtrap.com

Project Scope Summary:

StormTrap's scope of work will include the details below for the above-named project represented in StormTrap Preliminary Drawings attached in the Exhibits. This document is acting as a detailed explanation of the StormTrap Proposal shown in the Exhibits.

Crown Island DoubleTrap

FOB Jobsite for StormTrap (plus applicable taxes): \$1,881,000.00

- 11'-0" DoubleTrap
- 536 pieces + 25 end panels
- Loads allowed 204
- Max pick weight approx. 18,762 lbs.

Items included by StormTrap:

- Pre-casted access openings with ladder rungs and pipe penetrations
- Joint wrap for joints soil tightness
- Lifting clutches
- Project Manager for scheduling production and delivery of StormTrap items, attendance at preconstruction meeting, and on-site during installation as needed.

Items excluded by StormTrap:

- Unloading and installation of pieces
- Weekend and after business hour Delivery
- Risers, frames, covers and related accessories for access openings and pipe penetrations
- Filter fabric for soil separation
- Waterproofing sealants or geomembrane liners, if required by civil engineer

Terms and Conditions

- StormTrap's Standard Terms and Conditions apply. See Exhibits.
 - Invoice monthly for Produced Materials, Due Net 30 days.
 - Freight to be invoiced at the time of shipment, Due Net 30 days.
- StormTrap's Project Specific Terms and Conditions apply as noted below and shall be incorporated into any contract.
- Final project schedule to be mutually agreed upon. Contractor will assist with obtaining approvals in a timely basis.
- Produced StormTrap modules that experience a delay in shipment of 30 days or more are subject to storage fees. Specifics, including the per day fee, to be confirmed, in writing, if / when this situation arises.

Installation Information:

- **Production Lead Time**
 - To be determined, with consideration for project schedule and production capacity.



- **Installation Details**

- Our Operations team will work with you on the logistics/ coordination of the installation/ delivery process. This includes availability of product, delivery sequence / schedule & being on site at least for the early portion of the installation process to help answer questions.
- StormTrap's Project Manager will plan to be on the project site during installation on an as needed basis. On large jobs, this is typically the first day of an install, or when a specific question arises.
- Due to the size and weight of the pieces this project will ship either 2 or 3 pieces per truck. We recommend assuming 17 to 20 loads to be delivered per day, however, we have seen contractors take over 20 loads per day when additional trucks are available.
- Either an excavator or a crane can be used – both are very common. If considering an excavator, it is important to take into consideration the height of the pick when the pieces arrive on the truck / flatbed.
- The offloading / setting rate also depends upon site specifics (i.e. staging area ahead of time to increase the efficiency of the installation).

Please review this proposal and let us know when you are available to meet and discuss. StormTrap looks forward to working with you on this project!

Sincerely,

[Redacted Signature]

Territory Manager – Illinois

[Redacted Signature]

General Sales Manager – Central Region

Attachments:

Exhibit A: StormTrap Proposal, Terms and Conditions

Exhibit B: StormTrap Preliminary Drawings

PROPOSAL AGREEMENT



StormTrap, LLC

1287 Windham Parkway, Romeoville, IL 60446
Phone: 815-941-4549 | Fax: 331-318-5347

Date: August 28, 2028

Customer P.O. Number:

Purchaser Company

Village of Winnetka
510 Green Bay Rd.
Winnetka, IL 60093

StormTrap Contact

Brian Rieger
brieger@stormtrap.com
815-258-1261

Project

Crow Island School

Winnetka, IL 60093

Terms *Pending credit approval

Invoice monthly for produced material.

Freight to be invoiced upon ship

All payments due Net 30 days.

Delivery & Freight¹

204 Total loads allowed

StormTrap Drawings

This proposal is based upon and relied upon the attached StormTrap layout (and noted design criteria). Any changes to the layout or design criteria will affect the below quoted price.

Order Total²:

\$ 1,881,000.00

Plus applicable taxes.
Freight included.

To Execute This Order, Please Sign and Return Within 30 Days.

Accepted by:

Purchaser Signature

Purchaser

Print Name/Title

Date

Acknowledged by:

Seller

StormTrap LLC

Seller

Print Name/Title

Date

EXHIBIT A:

StormTrap's Proposal, Standard Terms & Conditions



Seller to Furnish the Following Materials Specified Below²:

Description	Quantity	Max Pick Weight	StormTrap Drawing Date
11'-0" DoubleTrap	536 Pieces 25 Panels	18,762 lbs.	Jun 21, 2023

1. In rare occasions, the delivery date mutually agreed upon by Customer and Seller is delayed by the Customer. In these cases, Seller reserves the right to invoice Customer for any additional unanticipated costs which may be experienced above and beyond the originally agreed upon contract price as a result of this delay.
Pieces will be delivered by Common Carrier with the installing contractor responsible for unloading at the job site.
204 total loads allowed. One hour per load is allowed for unloading. \$125 per hour for any time thereafter. The total loads quoted are based on all material being available at the time of delivery. The contractor is responsible for providing safe/ade-quate means of ingress and egress from the jobsite. Due to the current extreme volatility of freight, as a result of the time from when the project was bid to when it was actually delivered, StormTrap reserves the right to pass along any ad-ditional freight surcharges experienced above and beyond listed on this proposal. The pricing notated on this proposal is cost only. If freight surcharges are imposed upon StormTrap, StormTrap will relay those costs onto the purchaser. Upon request, StormTrap will provide supportive documentation to substantiate the experienced surcharge.
2. Taxes not included. Price valid for 30 days.
Prices include all necessary joint wrap and joint tape to complete the above stated project.
Prices do not include unloading, setting, or installing the system. Prices do not include any needed riser rings or frames, covers/grates, or any other material including geogrid or geoweb, unless specifically notated above. The purchasing contractor agrees to install or have the system installed by others in compliance with the installation specifications.
Before any work begins, a preconstruction meeting must take place between StormTrap and the purchasing contractor.
3. By signing this Proposal, the terms and conditions on the reverse side of this form apply to the foregoing Proposal, to any orders, quotations, proposals, sales or deliveries from StormTrap, LLC ("Seller") to Purchaser and are hereby incorporated by reference into any StormTrap Proposal to Purchaser. Any different or additional terms in any documents from Purchaser, including by not limited to, order acknowledgements, are objected to and rejected, are deemed to materially adhere these terms, and will not become part of any contract.

Standard Terms and Conditions



Terms and Conditions. The following terms and conditions apply to the foregoing Proposal, to any orders, quotations, proposals, sales or deliveries from StormTrap, LLC ("Seller") to Customer and are hereby incorporated by reference into any Seller Proposal to Customer. Any different or additional terms in any documents from Customer including but not limited to order acknowledgements are objected to and rejected, are deemed to materially alter these terms, and will not become part of any contract.

Purchase Price and Payment Terms. Payment for all material and goods purchased under this Proposal or any orders, quotations, proposals, sales or deliveries from Seller (the "Materials"), as well as for freight or other services purchased, is Net 30 Days from date of invoice. A finance charge of 2% per month (24% per annum) will be assessed beyond that time period. Seller may submit periodic invoices for progress payments for the value of materials produced or incorporated in the work or stored on site or at any precaster's site, less previous invoice amounts paid. Customer will pay a deposit according to agreed upon terms. Deposit will be applied to final invoice. Customer understands that payment obligation is unconditional - there are no pay-when-paid or retainage provisions applicable, and there are to be no amounts withheld, retained, or deferred pending payment by any third parties. No retention to be held on any monies owed to StormTrap.

Taxes. Customer will be solely responsible for payment directly to taxing authority or reimbursement to Seller, when paid by Seller, of all sales, use or similar taxes, and any duties or permits or any other fees imposed upon this transaction by any level of government whether due at the time of sale or later (excluding Seller's income taxes).

Delivery. Unless otherwise specified above, all prices are F.O.B. Customer's job site. Quoted lead times are subject to change at any time until order is placed by Customer and accepted by Seller. Shipping and delivery dates stated are approximate. If a Target Date for delivery is specified in the foregoing proposal, and Customer subsequently requests that Seller postpone, delay or defer shipment or delivery past the Target Date Seller may, at Seller's option, (a) invoice customer either (i) forty percent (40%) of the Purchase Price, payable upon the original Target Delivery Date or (ii) invoice Customer the remaining balance on ninety percent (90%) of the Purchase Price, payable within thirty (30) days of the date on which the Target Delivery Date is revised; (b) charge and periodically invoice Customer for storage, maintenance and security for the period between the Target Date and actual shipment and delivery; (c) charge and invoice Customer for extraordinary costs, product on costs, charges or expenses incurred by Seller to meet the Target Date, and incurred by Seller as a consequence of the postponement, delay or deferral requested by Customer; and (d) adjust the schedule and defer product on, shipment and delivery, without penalty, to allow Seller to meet its other pending manufacturing, shipment and delivery commitments.

Force Majeure. Seller will not be liable for any delay in performing or for partial or complete failure to perform hereunder if such delay or failure is due to fire, flood, explosion, Act of God, force majeure, accident, war, intervention of governmental authorities, strikes, labor disputes, material shortages, transportation delays, any act or omission of Customer, its agents or employees or any party retained by, through or under any of them, or any other cause similar or dissimilar which is beyond Seller's reasonable control.

Change Orders. Customer and Seller may agree in writing at any time to make additions, deletions or revisions in the Materials or services to be provided, and Seller shall not be obligated to make any such change without execution of a written change order signed on behalf of Seller by Seller's authorized representative and by Customer. If Seller commences work to implement a change order at Customer's request before price and time adjustments are agreed to in writing, Seller shall be entitled to reasonable compensation including profit and reasonably necessary time extensions to the schedule. In the event of any increase in the cost or time required for Seller's performance caused by conditions not reasonably foreseeable, force majeure events described above, any act or omission of Customer, its agents or employees or any party retained by, through or under any of them, or other causes not within Seller's reasonable control, the Purchase Price and schedule shall be equitably adjusted.

Acceptance. The Materials will be deemed accepted by Customer upon the earlier of (i) written acceptance, (ii) 5 days after delivery, unless Customer shall have notified Seller in writing of deficiency in the Materials, or (iii) commencement of beneficial use of the Materials. Upon such acceptance, payment of any unpaid balance of the purchase price will be due on the payment terms herein. Payment in full shall also constitute acceptance and waiver of all claims other than claims relating to the written warranty described below.

Confidential Engineering Data. The drawings and specifications of any Seller proposal or any quotation are confidential engineering data, and represent Seller's investment in engineering skill and development, all of which remain the property of Seller. Customer, its successors and assigns will neither use nor disclose any confidential information in any manner except as is required for the project or work contemplated by this Agreement. Seller maintains and reserves all copyrights, patents and intellectual property rights with respect to the Materials. All specifications and dimensions of proposal drawings are approximate, and are subject to changes during detailed engineering. Weights are approximate. Purchased materials and components referred to by trade-names or by manufacturer may be interchanged at the option of Seller with other materials and components of at least equal quality. All molds, dies, tools, special fixtures, jigs, patterns, plates and models used by Seller in manufacture or installation are and remain the property of Seller. After Seller receives an order from Customer, Seller will submit layout drawings to Customer, if required. Customer will check and verify such layout drawings reasonable promptness.

Marketing Materials. Customer agrees that Seller may use in Seller's website, brochures and other printed or electronic marketing materials, Customer's name and logos, and photographs or renderings of the project site and related area, including Customer's facility.

Warranty. Seller's standard written five year limited warranty will be provided separately on request, is available on our website at <http://stormtrap.com/warranty/>, and is incorporated herein by reference. Seller does not warrant third-party manufacturers' products, e.g., water-quality monitoring devices, that are incorporated into Seller's materials; upon completion of this Purchase Agreement, StormTrap hereby conveys to Customer all such third-party vendors' warranties, only if and to the extent that they exist. **SUCH WRITTEN LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH THEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTY IS THE EXCLUSIVE REMEDY FOR CUSTOMER WITH RESPECT TO THIS AGREEMENT.** Customer must give written notice to seller of any defects within 30 days from the date that such defects were discovered or should have been discovered and in any event within 30 days after the last day of the applicable warranty period. Failure by Customer to give such timely written notice to Seller waives, releases and discharges Seller from all warranty claims relating to such defects.

Limitation of Liability. Customer agrees that in no event, whether as a result of a breach of contract or warranty, negligence, indemnity, statute or common law, or any other cause, whatsoever, and regardless of the form of legal action or the theory of recovery, will Seller or its subcontractors or affiliates be liable for (i) consequential, indirect, economic, special, incidental, exemplary or punitive damages including, but not limited to, loss of production, profits or revenues, loss of use of the materials or any other property, cost of capital, cost of substitute materials, facilities or services, downtime costs or claims of customer's clients for such damages, even if Seller is advised of such risks, nor (ii) any losses, expenses or damages under any claim of any kind in excess of the Purchase Price to the extent actually paid to Seller for the Materials relating to the claim.

Risk of Loss: Insurance Coverage. If delivery is included in the Purchase Price, risk of loss passes to Customer when the Materials are delivered to the site. If delivery is not included in the Purchase Price, risk of loss passes to Customer upon delivery of any portion of the Materials to a carrier for shipment and Customer agrees to maintain insurance covering materials in transit. In addition, regardless of whether delivery is included in the Purchase Price, Customer agrees to maintain insurance, such as all-risk or builders risk insurance, covering Materials on site against loss by fire, theft or other hazard at least equal to the purchase price of the Materials (and other work and materials on site) until the purchase price is completely paid, and to provide Seller a certificate of insurance upon request.

Compliance with Codes. As government and industry codes, laws and standards may apply differently depending on Customer's use of the Materials, compliance with government and industry codes, laws and standards is solely Customer's responsibility.

Lien: Security Interest. Seller will protect Customer against any lien asserted against Customer's property for materials or services furnished by others under contract with Seller, provided that Customer makes the payments required under this Contract and provides Seller timely notice of any claims for lien. Customer acknowledges that Seller reserves all rights and remedies available to secure Seller's payment due Seller under this Agreement. Customer grants Seller a security interest in any and all Materials pursuant to this Agreement or any orders, quotations, proposals, sales or deliveries from Seller to Customer, until the purchase price is fully paid. Customer hereby authorizes filing of a financing statement evidencing the security interest.

Termination: Cancellation. If Customer defaults in its obligations hereunder or materially breaches this Agreement, including but not limited to Customer's failure to timely pay all amounts due hereunder, then, in addition to any other available remedies in equity or at law, Seller may terminate this Agreement upon notice and seek all other available remedies. If Seller agrees to permit Customer to return Materials purchased, Customer will pay a 25% restocking fee for returned Materials. If Customer cancels or repudiates this Agreement in whole or in part except as permitted hereunder, Seller shall, in addition to those remedies provided under applicable law including but not limited to the Uniform Commercial Code, be entitled to recover from Customer (1) the portion of the purchase price chargeable for work completed in manufacturing or delivering the Materials as of the date of termination (2) any direct liabilities, obligations, damages, and/or claims incurred by Seller in performing under this Agreement and (3) gross profit on the terminated portion of the order, equal to not less than fifteen percent (15%) of the unpaid portion of the purchase price. These remedies are agreed to by the parties because exact damages in the event of termination or cancellation are not susceptible to precise calculation or estimation, and are intended as liquidated damages and not as a penalty. Nothing herein shall be construed to waive, limit or otherwise deprive Seller of any remedy available at law or in equity for Customer's cancellation or repudiation of this Agreement. Customer shall not have the right to reject specified, approved and delivered Materials unless the Materials are proven defective.

Costs of Collection: Indemnification. In the event Customer shall default in its obligations hereunder or materially breaches this Agreement, in addition to all other remedies, Customer shall be liable for Seller's costs of collection, including reasonable attorneys' fees, costs of collection, litigation costs, expert witness fees and any other costs associated with collection, whether or not suit is actually filed. Separately, to the fullest extent permitted by law, Customer also agrees to indemnify, defend and hold harmless Seller, its affiliates, successors and assigns from and against any liabilities, claims, demands, damages, losses and expenses (including attorney's fees) arising from any act or omission of Customer or its employees or agents, any party under Customer's direction or anyone acting on behalf of Customer, including but not limited to claims arising out of personal injury or death to any person (whether an employee of Customer or any other person) and damage to any property. Seller does not indemnify Customer.

Assignment: Waiver: Interpretation. Customer may not assign in whole or in part without written consent of Seller. Seller may assign its rights and/or obligations hereunder. Customer acknowledges that these terms and conditions, and Seller's proposal if any, constitute the entire agreement between Seller and Customer and supersede any prior agreements and representations. Customer acknowledges and agrees that any prior or contemporaneous promises, agreements, or representations, whether oral or written, or created through custom, usage, or course of dealing are also superseded by these terms and conditions. No waiver of any of these terms and conditions will be valid unless in writing and signed by an authorized representative of Seller. Waiver of any breach or default will not be deemed a waiver of any subsequent breach or default. Delivery of these terms and conditions constitutes either an offer or an acceptance by Seller. If these terms and conditions constitute an offer by Seller, Customer's acceptance shall be limited to these terms and conditions. If Customer has made an offer and if these terms contain different or additional terms or conditions than the terms or conditions of Customer's offer, then any acceptance of Customer's offer by Seller is expressly made conditional on assent by Customer to the additional or different terms or conditions hereof. Customer shall be bound by these terms and conditions. Any terms and conditions which are not enforceable are deemed severed only to the extent of such non-enforceability.

Notice. Not to be under this Agreement will be deemed given (i) when sent by fax or electronic mail with electronic or other confirmation of receipt, or (ii) one business day after being sent by reliable overnight courier, or (iii) three business days after being placed in a postage prepaid envelope, registered or certified mail, and deposited with the U.S. Post office, properly addressed.

Governing Law and Venue. This Agreement and any dispute between the parties will be governed by the law of the State of Illinois and shall be litigated only in the Circuit Court of Will County, Joliet, Illinois and Customer hereby consents to personal jurisdiction in said court.

Electronic Commerce. Subject to applicable Illinois and federal law, any data digitally signed and electronically transmitted shall be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. A signature hereto or to any amendment, modification or change order hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

C\297722.6

PHONE 815 941 4663

EMAIL ar@stormtrap.com

1287 Windham Parkway

WEB www.stormtrap.cominfo@stormtrap.com

Romeoville, Illinois 60446



EXHIBIT B:
StormTrap's Preliminary Drawings

Attached via separate pdf file

- ① BRACE POLE, COORDINATE WITH VILLAGE OF WINNETKA WATER AND ELECTRIC DEPARTMENT FOR ALLOWABLE METHODOLOGY. INCIDENTAL TO UNDERGROUND STORAGE INSTALLATION.
- ② CONTRACTOR SHALL ALLOW STORMWATER FROM EXISTING SEWERS TO EMPTY INTO THE EXCAVATED AREA DURING CONSTRUCTION. PUMPING SHALL BE INCIDENTAL TO UNDERGROUND STORAGE INSTALLATION.



NO.	DESCRIPTION	DATE
1	PRELIMINARY ENGINEERING	9/5/22
2	MWRD SUBMITTAL	8/1/23

CROW ISLAND UNDERGROUND STORAGE SITE LAYOUT PLAN

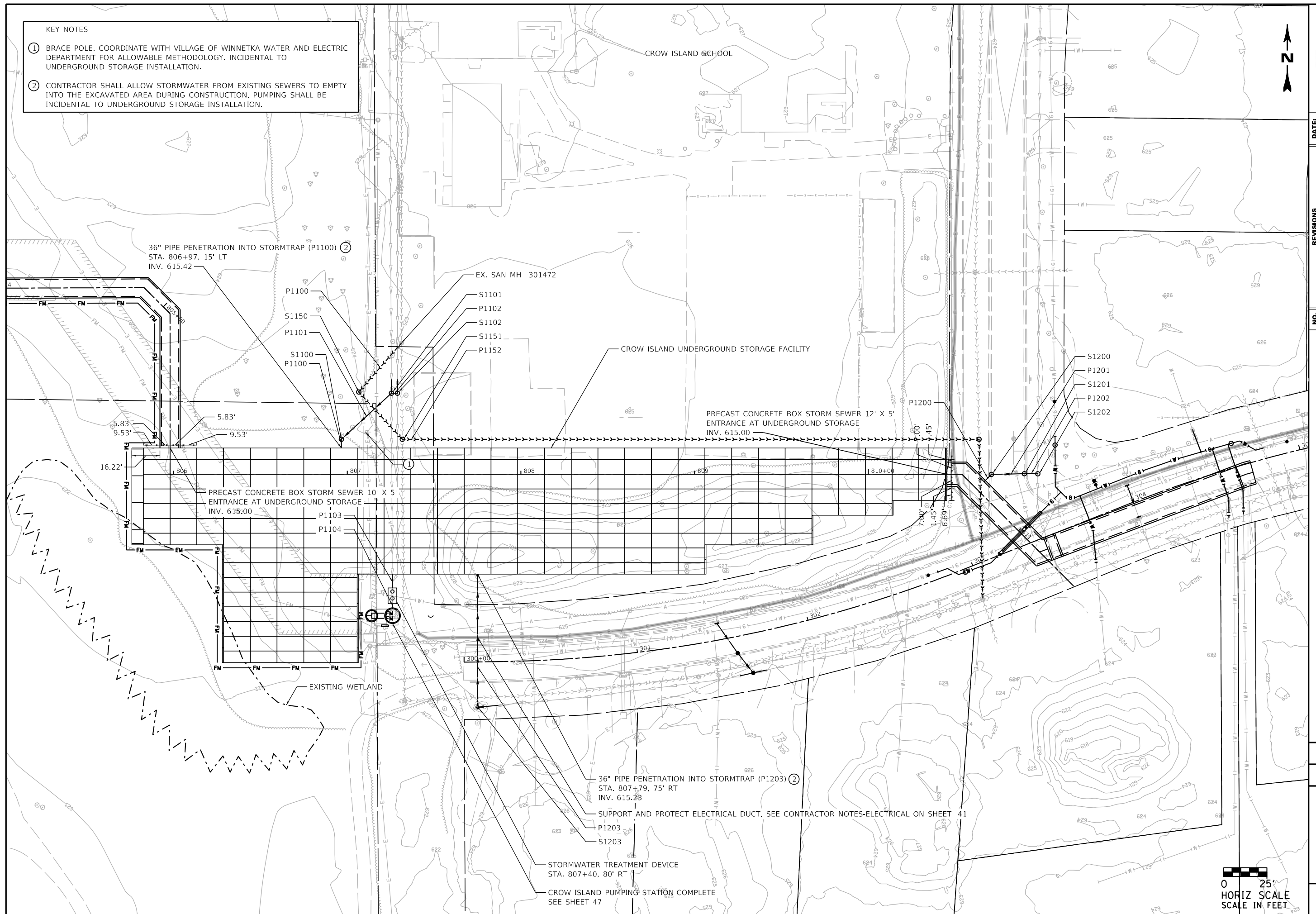
**CROW ISLAND STORMWATER STORAGE
AND CONVEYANCE PROJECTS
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS**

JOB NO.
1619.045

PROJECT MGR.
MRW



HEET
26



Project	Council Approved Budget 11/2020	Budget Escalation As of 12/31/2021 (CPI - 7%) - Note 1	Project Budget As of December 31, 2022	Budget Escalation 12/31/2022 (CPI - 6.5%) - Note 4	Project Budget As of September 1, 2023
Storage Projects					
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,179,631	\$ 2,321,307	\$ -
Tree Removal (Homer)	\$ -	\$ -	\$ 232,440	\$ 232,440	\$ 232,440
Tree Removal (DiMeo)	\$ -	\$ -	\$ 165,000	\$ 165,000	\$ 165,000
CCFP SWM Contract (Berger)	\$ -	\$ -	\$ -	\$ -	\$ 3,281,288
Landfill Reconfiguration	\$ 1,719,378	\$ 1,839,734	\$ 987,838	\$ 1,052,047	\$ 252,391
CCFP SWM Contract (Berger)	\$ -	\$ -	\$ 851,896	\$ 851,896	\$ 851,896
CCFP SWM Contract					\$ 799,656
Crow Island Storage	\$ 3,994,524	\$ 4,274,141	\$ 4,274,141	\$ 4,551,960	\$ 2,670,960
StormTrap R-83-2023	\$ -	\$ -			\$ 1,881,000
Duke Childs & Park District Storage	\$ 6,907,777	\$ 7,391,321	\$ -	\$ -	\$ -
StormTrap	\$ -	\$ -	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210
DiMeo Contract	\$ -	\$ -	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821
Par 3 Golf Course Storage	\$ 1,456,319	\$ 1,558,261	\$ -	\$ -	\$ -
DiMeo Contract			\$ 2,424,009	\$ 2,424,009	\$ 2,424,009
18-Hole Golf Course Storage	\$ 3,460,107	\$ 3,702,314	\$ -	\$ -	\$ -
Village electrical costs	\$ -	\$ -	\$ 238,220	\$ 238,220	\$ 238,220
DiMeo Contract	\$ -	\$ -	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734
Subtotal Storage Projects	\$ 19,946,583	\$ 21,342,843	\$ 25,555,940	\$ 26,039,644	\$ 26,999,625
Conveyance Projects					
Hibbard Road	\$ 3,400,150	\$ 3,638,161	\$ 1,913,341	\$ 2,037,708	\$ 1,134,462
DiMeo Contract (47% of project)	\$ -	\$ -	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274
CCFP SWM Contract - Berger (25%)	\$ -	\$ -	\$ -	\$ -	\$ 903,246
Spruce Street	\$ 175,901	\$ 188,214	\$ 188,214	\$ 200,448	\$ 200,448
Oak Street West	\$ 998,631	\$ 1,068,535	\$ 935,292	\$ 996,086	\$ 996,086
DiMeo Contract (12% of project)	\$ -	\$ -	\$ 122,749	\$ 122,749	\$ 122,749
Oak Street East	\$ 2,266,544	\$ 2,425,202	\$ 2,425,202	\$ 2,582,840	\$ 2,582,840
Ash Street	\$ 3,514,116	\$ 3,760,104	\$ 3,348,227	\$ 3,565,862	\$ 3,565,862
DiMeo Contract (11% of project)	\$ -	\$ -	\$ 347,788	\$ 347,788	\$ 347,788
Willow Road East	\$ 3,636,327	\$ 3,890,870	\$ 3,890,870	\$ 4,143,776	\$ 3,315,021
CCFP SWM Contract - Berger (20%)	\$ -	\$ -	\$ -	\$ -	\$ 828,755
Crow Island Outlet	\$ 1,754,866	\$ 1,877,707	\$ 1,877,707	\$ 1,999,758	\$ 1,999,758
Mount Pleasant Street	\$ 1,789,171	\$ 1,914,413	\$ 1,914,413	\$ 2,038,850	\$ 2,038,850
Sunset Road West	\$ 1,935,429	\$ 2,070,909	\$ 2,070,909	\$ 2,205,518	\$ 1,433,587
CCFP SWM Contract - Berger (35%)	\$ -	\$ -	\$ -	\$ -	\$ 771,931
Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 4,777,201	\$ 5,087,719	\$ 5,087,719
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,157,582	\$ 2,297,825	\$ 2,297,825
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,595,274	\$ 1,698,966	\$ 1,698,966
Hill Road	\$ 270,802	\$ 289,758	\$ 289,758	\$ 308,592	\$ 308,592
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 2,896,846	\$ 3,085,141	\$ 3,085,141
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,772,835	\$ 1,888,069	\$ 1,888,069
Flood Prone Property - CIW	\$ -	\$ -	\$ 395,000	\$ 395,000	\$ 395,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 34,494,482	\$ 36,577,969	\$ 36,577,969
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated					
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ -	\$ -	\$ -
Strand Contract R-78-2022	\$ -	\$ -	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440
Strand Contract R-104-2022	\$ -	\$ -	\$ 65,000	\$ 65,000	\$ 65,000
Committed Engineering Costs			\$ 1,848,660	\$ 1,848,660	\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ -	\$ -	\$ -
Jacobson Contract R-108-2022	\$ -	\$ -	\$ 45,000	\$ 45,000	\$ 45,000
Strand Contract R-75-2022	\$ -	\$ -	\$ 665,800	\$ 665,800	\$ 665,800
Construction Mgmt. - Hibbard / Crow	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000	\$ 1,000,000	\$ 556,000
Strand Contract R-38-2023	\$ -	\$ -			\$ 444,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 6,724,726	\$ 6,724,726	\$ 5,764,745
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,312,308	\$ 19,312,308	\$ 18,352,327
Project Total	\$ 75,721,000	\$ 79,362,730	\$ 79,362,730	\$ 81,929,921	\$ 81,929,921

Allocated Contingency at 9/1/2023 (Note 2):	\$ 4,311,046
Previously Committed Costs at 8/1/2023 (Note 3):	\$ 39,171,599
StormTrap R-83-2023 (Note 5):	\$ 1,881,000

Project Summary	
Total Costs Committed to Date:	\$ 41,052,599
Balance to Complete:	\$ 35,112,577
Contingency:	\$ 5,764,745
Project Total:	\$ 81,929,921

Notes:

- Note 1) The original Council approved plan from November of 2020 was escalated through 12/31/2021 utilizing the U.S. Bureau of Labor Statistics December 31, 2021 Consumer Price Index report.
https://www.bls.gov/news.release/archives/cpi_01122022.htm
- Note 2) The cell highlighted in blue is the total amount of project contingency utilized as of September 1, 2023. A reconciliation of this amount is detailed below:

Original Project Contingency (1/1/2022)	\$	10,075,791
- North of Willow Project (DiMeo)	\$	(3,048,061)
- Design Engineering Hbbard / Conveyance (Strand)	\$	(72,922)
- Property Acquisition	\$	(145,000)
- CCFPD Fees	\$	(60,082)
- Construction Management - (Jacobssen)	\$	(45,000)
+ Mitigation Fees	\$	20,000
Contingency drawdown in 2022	\$	(3,351,065)
Project Contingency (12/31/2022)	\$	6,724,726
- Hibbard Preserve Storage (Berger)	\$	(959,981)
Project Contingency (9/1/2022)	\$	5,764,745

- Note 3) Cells highlighted in green reflect committed costs as of January 1, 2023. A "committed cost" is an amount that has already been expended or is contractually obligated to be paid in the future. The following is a summary of some of the substantial committed costs to date:
- R-51-2020 (8/4/2020): Strand - \$650,100, CCFP and Landfill Design Engineering.
 - R-25-2021 (2/19/2021): Strand - \$939,670, N. of Willow Design Engineering.
 - R-98-2021 (12/7/2022): Storm Trap Purchase - \$4,239,210.
 - R-74-2022 (6/21/2022): DiMeo - \$15,285,271 (\$426,673 reimbursable)
^ above does not include \$1,229,286 WPD alternatives costs.
 - R-75-2022 (6/21/2022): Strand - \$665,800, N. of Willow Construction Engineering.
 - R-78-2022 (6/21/2022): Strand - \$2,920,440, Conveyance Engineering.
 - R-88-2022 (8/16/2022): USACE Mitigation Fees - \$2,200,000.
 - R-58-2019 and R-27-2020: 9/6/22 payments made to New Trier High School (\$279,600) and Winnetka Park District (\$390,000).
 - \$395,000 in flood prone property acquisition costs. In total the property acquisition cost is \$1,295,000 offset by \$900,000 grant from MWRD for a net cost of \$395,000.
 - R-104-2022 - Hibbard Road stormwater design services - \$65,000.
 - R-106-2022 - CCFPD IGA Fees - \$3,173,082.
 - R-108-2022 - Golf course construction management costs - \$45,000 (Jacobsen Construction).
 - R-128-2022 - Tree Removal Contract with Homer Tree Removal - \$232,440.
 - R-129-2022 - Tree Removal Contract with DiMeo Construction - \$165,000.
 - R-21-2023 - Berger Contract - \$6,584,876, Hibbard road stormwater project.
 - R-38-2023 - Strand Engineering - \$444,000 for resident engineering services on Hibbard road.
- Note 4) As was done on January 1, 2022, the Council approved plan is being escalated utilizing the U.S. Bureau of Labor Statistics December 31, 2022 Consumer Price Index report. The escalation captures the annual CPI for 2022: 6.5%. The escalation factor is only applied to portions of the project that have not been committed and does not apply to soft costs such as construction management or contingency.
https://www.bls.gov/news.release/archives/cpi_01122023.htm
- Note 5) Cells highlighted in pink reflect stormwater fund project costs associated with the purchase of a StormTrap underground storage unit for the Crow Island stormwater project. This item will be considered at the September 5th Village Council meeting via Resolution R-83-2023.