



Village of Winnetka

Village Council Regular Meeting

April 16, 2024 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. May 7, 2024 Regular Meeting
 - b. May 14, 2024 Study Session
 - c. May 21, 2024 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Presentations**
 - a. Proclamation Honoring Barbara Tubekis
 - b. Arbor Day Proclamation
 - c. Environmental & Forestry Commission Green Awards
7. **Establishment of Consent Agenda**
8. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. March 12, 2024 Study Session with Revisions
 - ii. March 21, 2024 Regular Meeting
 - b. Approval of Warrant List Dated March 22, 2024 - April 4, 2024
 - c. Resolution No. R-40-2024: Approving a Professional Services Agreement with Studio GC, Inc. for Services Regarding a Facilities Assessment Study (Adoption)
 - d. Resolution No. R-41-2024: Approving a Contract with Elemech, Inc., for the Purchase of a Bulk Water Filling Station (Adoption)
 - e. Resolution No. R-42-2024: Approving and Establishing the Compensation of Department Heads Effective January 1, 2024 (Adoption)

NOTICE

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

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

- f. Resolution No. R-43-2024: Approving and Establishing Changes in the Compensation of the Village Manager (Adoption)
- g. Resolution No. R-44-2024: Approving Extension and Renewal of an Agreement with Prescient Development, Inc. for Information Technology Support Services (Adoption)
- h. Resolution No. R-45-2024: Ratifying the Purchase of Emergency Contracted Services with the Dimeo Brothers, Inc. for Sewer Repairs at Chatfield Road and Locust Street in the Village (Adoption)
- i. Approval of Annual Outdoor Seating Area Permits (Adoption)

9. Ordinances and Resolutions

- a. Ordinance No. M-03-2024: Granting a Special Use Permit for the Operation of a Personal Fitness Facility Within the C-2 Commercial Overlay District of the Village (847 Elm Street) (Introduction/Adoption)
- b. Resolution No. R-39-2024: Approving an Extension Agreement for Professional Services with Strand Associates, Inc. for a Stormwater Management Study for the Eastern Watershed of the Village of Winnetka (Adoption)

10. Old Business

11. New Business

- a. A Zoning Ordinance Text Amendment Request by Dish Wireless to Allow Additional Cellular Antennas on an Existing Monopole at 410 Green Bay Road (Public Safety Building) (Policy Direction)

12. Appointments

13. Closed Session

14. Adjournment



Honoring Barbara Tubekis

WHEREAS, Barbara Tubekis has faithfully served as Executive Director of the Volunteer Center and acted as its spokesperson since 1993; and

WHEREAS, Barbara Tubekis displayed the highest standards of personal and professional ethics and dedication throughout her leadership with her career in Winnetka; and

WHEREAS, Barbara Tubekis managed and executed community programs to engage New Trier Township and North East Metro Chicago residents and service groups in service and ongoing volunteer activities; and

WHEREAS, Barbara Tubekis administered volunteer referral and promotion for over 165 non-profit organizations located on the North Shore and Metropolitan Chicago; and

WHEREAS, Barbara Tubekis, through the Volunteer Center, championed volunteerism and shined a light on volunteers in order to further motivate more people to pursue their own personal social justice initiatives; and

WHEREAS, Barbara Tubekis delivered management and training programs to the public, produced communications materials, ran fundraising and special collaborative events; and

WHEREAS, Barbara Tubekis, through the Volunteer Center, referred over 30,000 volunteers; and

WHEREAS, Barbara Tubekis maintained a close working relationship with the Winnetka Schools, providing volunteer opportunities and appreciation to the youth of Winnetka; and

WHEREAS, Barbara Tubekis served as a commissioner of the Illinois Governor appointed Serve Illinois Commission, the statewide Illinois Commission for Volunteerism and community service, was former Chair and former member of The Volunteer Centers of Illinois and Volunteer Connectors of Illinois; and

WHEREAS, Barbara Tubekis retired from her role August 2023; and

NOW THEREFORE, the Council of the Village of Winnetka honors Barbara Tubekis for her contribution to volunteerism in the Village of Winnetka, and thanks her for her tireless work to keep our community engaged in volunteerism.

Christopher Rintz, President
Village of Winnetka

Dated: April 16, 2024



Agenda Item Executive Summary

TITLE: Arbor Day Proclamation

PRESENTER: Andrew Lueck

AGENDA DATE: April 16, 2024

CONSENT: No

ITEM TYPE: Presentation

ITEM HISTORY:

The Village of Winnetka has been recognized as a Tree City USA by the Arbor Day Foundation for 31 consecutive years. The Village has issued an Arbor Day proclamation each of those years as a requirement for recognition.

EXECUTIVE SUMMARY:

The Village of Winnetka has been recognized as a Tree City USA by the Arbor Day Foundation for 31 consecutive years. Tree City USA is a program that recognizes a municipality's dedication to its urban forest. The program has four requirements:

1. Annual Arbor Day proclamation and observance
2. Tree care ordinance
3. Annual tree care budget of at least \$2 per capita
4. Tree board

By passing and reciting an official Arbor Day proclamation, Village officials demonstrate their support for the community tree program and help complete the requirements for becoming a Tree City USA.

RECOMMENDATION:

Consider approval of an Arbor Day Proclamation to help complete the requirements for the Tree City USA designation.

ATTACHMENTS:

1. Arbor Day Proclamation



PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, the Council of the Village of Winnetka do hereby proclaim Friday April 26, 2024 as Arbor Day in the Village of Winnetka, and we urge all citizens to support efforts to protect our trees and woodland and to support our Village's urban forestry program.

Christopher Rintz, President
Village of Winnetka

Dated: April 16, 2024



Agenda Item Executive Summary

TITLE: Environmental & Forestry Commission Green Awards

PRESENTER: Erik Jensen

AGENDA DATE: April 16, 2024

CONSENT: No

ITEM TYPE: Presentation

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

As part of the Village's commitment to sustainability, the Environmental and Forestry Commission (EFC) has administered the annual Green Awards program for the past seven years. The program recognizes individuals, properties and households within the community that demonstrate exceptional commitment to sustainable and environmentally-friendly practices.

Green Award recipients are chosen based on the following award categories: Green Buildings, Recycling/Waste Reduction, Land, Air, Water/Stormwater, Energy, and Sustainable Communities. This year, the award will be presented to Mr. Barry Levenstam and Ms. Elizabeth Landes.

Mr. Levenstam and Ms. Landes were selected for their work on the "deconstruction" and reconstruction of their home at 891 Prospect Avenue. This process involved salvaging everything in the original building that could be reused or recycled and building a new, more sustainable structure in its place. The original materials were then used to build or refurbish low-income housing in Kenosha, Wisconsin.

The new structure has many ecologically friendly improvements, including the use of heat pumps in place of a gas furnace, recycled plastic synthetic roofing designed to resemble the appearance of cedar shakes and landscaping which incorporates native plants and a new swale to promote a pollinator-friendly habitats as well as stormwater management on the property. These improvements not only contribute to the local environment but also serve as a demonstration to the community.

RECOMMENDATION:

Acknowledge 2023-2024 Green Award for Mr. Barry Levenstam and Ms. Elizabeth Landes.

ATTACHMENTS:

None

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
March 12, 2024**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, March 12, 2024 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Village Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler and Bridget Orsic. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Deputy Village Clerk Berina Gradjan, and approximately 3 persons in the audience.

President Rintz confirms that Trustee Apatoff has provided the required notice that he will be unable to attend the regular meeting due to work obligations. The Village's policy provides that Trustee Apatoff may participate remotely unless 2/3 of the Council objects. With no objections, Trustee Apatoff participated remotely fully in the meeting.

- 2) Public Comment.
 - i) Ted Wynnychenko addresses Council on the Village's involvement and leadership regarding climate matters.
 - ii) Teresa Lucas suggests that any affiliated members of organizations state their roles during any public commentary.

- 3) Discussion.

- a) Post Office Plaza – General Discussion on Next Steps

President Rintz and Council discuss the future development of the Post Office Plaza. Council discusses the costs and benefits of either utilizing international state-of-the-art cutting-edge architects to lead the process or utilizing a well respected but local firm. President Rintz engaged with Jeanne Gang, the founding partner of Studio Gang, and recognizes the work the Village would benefit from with her experience. However, President Rintz also emphasizes the recognition of the involvement of the community with the overall development of the Post Office site.

Council discusses the importance of utilizing practitioners with developing the public space, understanding the community and the various challenges of creating a vision of a complex development while implementing historic elements that will enhance the community. ~~Council consensus was to continue discussion with Studio Gang.~~ Council consensus was to continue considering various architectural firms with regional or national reputation.

Public Comment.

Teresa Lucas commends the engagement with Jeanne Gang, based upon her previous experience in Glencoe.

b) Park District Update and Discussion

President Rintz, and Trustee Rob Apatoff, attended a meeting with the Park District on matters related to the Elder/Centennial project to be brought forth before Village Council for approvals as a whole. The Park District was provided two options, an intergovernmental agreement with the Village, or go through the special use permit process which requires the Park District to go through the Design Review Board, Plan Development Commission, Zoning Board of Appeals, and the Village Council for final approval.

Village Attorney Ben Schuster provides information regarding the Village Code; application for zoning relief, required standards, and public hearings.

Council discusses the potential of two application submissions, Elder and Centennial, or a consolidated project, implementation of an intergovernmental agreement on the stormwater pipe, application and hearing process, assigning liaisons for both the Park District and Village Council regarding communication, and matters related to stormwater.

Trustee Dearborn suggested that the stormwater co-liaison role, currently being served by President Rintz and Trustee Apatoff, be expanded to include issues related to the Winnetka Park District Elder/Centennial lakefront improvement plan generally. Given the complexity of the project, the reason to formally expand the scope would be to facilitate efficient communication with the Park District as appropriate. There were expressions of support, and the village attorney confirmed Council consensus, but the Council was not taking any final action or voting in the study session. Manager Bahan noted that Council liaison assignments were approved by the Council at the start of each new term. President Rintz concurred and commented that while the expanded liaison approach could improve communication, an important consideration is if the Park District decides to pursue the special use process that the Council not usurp the advisory board's review and authority during this process.

Public Comment.

Ted Wynnychenko addresses Council regarding Park District matters are Centennial Beach, the transfer of land to private ownership, and encourages the Council and Park District to have a collaborative approach.

- 4) Adjournment. Trustee Dearborn, seconded by Trustee Dalman moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:21 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
March 21, 2024**

(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 Thursday, March 21, 2024, 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, Robert Dearborn, Kim Handler, and Bridget Orsic. Absent: Trustee Tina Dalman. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Freidman, Community Development Director David Schoon, and approximately 14 persons in the audience.

2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.

3) Quorum.

a) April 2, 2024 Regular Meeting All of the Council members present said they expect to attend.

b) April 9, 2024 Study Session All of the Council members present said they expect to attend.

c) April 16, 2024 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Dearborn.

4) Public Comment.

i. Ted Wynnichenko addresses Council regarding the Bertling-Hill-Woodland pathway vacation and the release of closed session meeting minutes.

5) Reports.

a) Trustees. No report.

b) Attorney. No report.

c) Manager. No report.

d) Village President. No report.

6) Establishment of the Consent Agenda.

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

7) Approval of the Consent Agenda

a) Approval of Village Council Minutes

i. December 12, 2023 Special Meeting as Amended

ii. February 13, 2024 Study Session

iii. February 20, 2024 Regular Meeting

- b) Approval of Warrant List Dated February 23, 2024 – March 7, 2024 in the amount of \$2,468,108.67.
- c) Resolution No. R-33-2024: Waiving Bidding Requirements and Extending a Contract with Asplundh Tree Expert LLC for Utility Line Clearance Services (Adoption)
- d) Resolution No. R-34-2024: Approving the Disposal of a Public Works Tractor Vehicle and Purchase of a Public Works Tractor Vehicle from Brown Equipment Company (Adoption)

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

8) Ordinances and Resolutions.

- a) Crow Island School Special Use Permit & Public Hearing (1112 Willow Road) – Public Hearing to be Continued to April 2, 2024

At the request of the applicant, and without objection, the Crow Island School Special Use Permit and Public Hearing is being continued to the April 2, 2024 Village Council regular meeting.

- b) Ordinance No. M-01-2024: Granting Preliminary Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, Special Use Findings for Medical and Financial Services Uses, and a Preliminary Plat of Subdivision (511 – 515 Lincoln Avenue and 714 – 740 Elm Street) (One Winnetka) (Introduction)

On January 17, 2023, Council reviewed the concept plan for the One Winnetka planned development and provided direction for the applicant to further consider. The applicant incorporated Council's feedback and revised the development for the preliminary plan review phase.

Community Development Director David Schoon presents the preliminary plan of the four-story mixed-use development consisting of 20,955 square feet of commercial space, 59 residential units, and on-site parking totaling 152 spaces. Council is presented with the revised design of the development, matters related to special use findings, special use permits for medical and financial services, incorporated limitations related to spacing due to concerns regarding the approval of tenants, the five special use standards and compensating benefits, and requested zoning and subdivision relief.

The applicant has ensured that the proposed streetscape improvements are consistent with the Village's streetscape plan, will provide stormwater detention and electric transformers, and will provide an easement allowing other properties to access the transformer, if needed.

Council further discusses the proposed planned development and components related to landscaping, façade, and development revisions, medical and financial services, temporary street permits for moving trucks, and concerns regarding permitted special use tenants.

Jon Talty addresses Council regarding floor plans, renderings and façade, matters related to the discretion of transformer and accessibility, and the overall scale of the proposed development.

Public Comment

Frank Petrick requests that the Ordinance include a condition that during the construction

of the project, the applicant hold regular meetings with the 711 Oak condominium association.

Council unanimously commends the proposed planned development.

Trustee Dearborn, seconded by Trustee Handler, moved to introduce Ordinance No. M-01-2024. By voice vote, the motion carried unanimously.

- c) Resolution No. R-35:2024: Approving a Development Agreement (511 – 515 Lincoln Avenue and 714 – 740 Elm Street) (One Winnetka) (Introduction)

The approval of the development agreement will be on the April 2, 2024, agenda for adoption.

- 9) Old Business. None.

- 10) New Business.

- a) Appeal of Landmark Preservation Commission Determination to Issue 270-Day Demolition Delay for 518 Elder (Policy Direction)

The Landmark Preservation Commission issued a 270-day demolition delay for the property located at 518 Elder Lane. The applicant, in accordance with Village Code, appealed the decision within seven days of the issuance of the order. Community Development Director David Schoon provides information regarding the demolition review process, current state of the property, required Historical Architecture Impact Study and its standards, and the Landmark and Preservation Commissions review process and considerations related to its findings for the demolition day.

Francis Ostian, the applicant's attorney, addresses Council regarding the state of the property and requests that Council reverse the Landmark Preservation Commission's decision to issue a 270-day demolition delay.

The applicant, Matan Aharoni, also advises Council regarding the state of the property, concerns related to the rehabilitation of the property, the urge for demolition, and timeline and demolition process.

Public Comment

Kate McNally urges Council to reconsider the 270-day demolition delay.

Lance Knox addresses Council regarding the historic value of 518 Elder and urges the developer to reconsider demolition of the property.

Council emphasizes the significance of preserving historic properties in the Village and urge the applicant to either consider rehabilitating the property or selling the property to a buyer willing to rehab the home.

Council provides consensus to uphold the 270-day demolition delay and directed staff to prepare the appropriate Resolution for consideration at the April 2, 2024 Council meeting.

- 11) Appointments: None.

- 12) Closed Session: None.

- 13) Adjournment. President Rintz asks for motion to adjourn. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:04 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated March 22, 2024 - April 4, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: April 16, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated March 22, 2024 - April 4, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated March 22, 2024 - April 4, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-40-2024: Approving a Professional Services Agreement with Studio GC, Inc. for Services Regarding a Facilities Assessment Study (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: April 16, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Fiscal Year 2024 Budget includes \$60,000 in General Fund Account No. 100.30.01-615 ("Buildings and Structures") for this project.

EXECUTIVE SUMMARY:

As part of its on-going responsibilities, the Public Works Departments either oversees or assists other Departments as needed with facility maintenance. These duties entail both regular maintenance and periodic replacement or upgrades once equipment either reaches the end of its useful life or fails. Some maintenance is performed in-house but much of it, especially in specialized trades such fire protection and heating, ventilation, and air conditioning, is completed by contractors. Historically, the Village has relied on these contractors to advise on equipment condition and provide recommendations for planning purposes. While this has been helpful, it is not conducive to long-term planning and lacks a comprehensive, facility-wide approach to maintenance.

As a result, funding was included in the Fiscal Year 2024 budget for the completion of facility assessments of the Village Hall, Police Department and Fire Department. The purpose of this assessment is two-fold. First, it would enable the Village to itemize the various buildings systems at each facility in one organized system. Second, it would identify issues with the structures, sites and building systems and provide options and generate realistic cost estimates for budgeting purposes. This would allow the Village to proactively plan for up to 10 years in the future and promote system reliability.

In January, Public Works staff prepared a request for proposals document (RFP) for these assessments using the American Society for Testing and Materials (ASTM) standard process. On Monday, March 8, a bid notice (RFP #24-002) was advertised in the Winnetka Talk and Demand Star. This RFP utilized a qualifications-based process where firms would be asked to submit two packets: one containing a technical proposal on the firm's qualifications and methods and a separate cost proposal. A staff committee would then evaluate the technical proposals, invite finalists for interviews and then open the finalists' cost proposals after completing interviews. The committee's final recommendation would be based on a combination of factors including the proposers' responsiveness, qualifications, relevant experience, proposal cost and proposed method. Of note, the RFP also included in an initial scope of work for the first year and the opportunity for up to two one-year renewals

for studies at additional facilities in future years.

A mandatory pre-bid walk through of the sites included in the scope of work was held on Thursday, March 14. This provided consultants with an opportunity to tour the sites as well as ask any questions.

On Tuesday, March 19, the Village received three sets of proposals from Studio GC, Inc. of Chicago; TRIA Architecture, Inc. of Chicago; and The HOH Group of Schaumburg. Technical proposals from each proposer were sent to committee members for review. Ultimately, the committee selected Studio GC and TRIA Architecture as finalists based on their demonstrated experience completing several facility assessments of a comparable nature for municipal and other governmental clients. The HOH Group's qualifications focused mostly on design services, and they lacked the depth of experience that the two finalists exhibited.

Representatives from Village Hall, the Police Department and the Public Works Department held interviews with the finalists on Thursday, March 28 and Friday, March 29. The committee felt both firms were qualified to complete the work but recommended award of the contract to Studio GC, Inc. based on its experience, proposed deliverables and costs. Studio GC has completed over 100 comparable assessments for governmental clients, including the City of Geneva and Villages of Carol Stream and Niles. Studio GC also proposes to complete the required property condition report as well as provide building information models (BIM) for each facility to make future project design work easier. Further, as part of their process, they propose to review space utilization at each facility to help identify methods to better use existing space.

Finally, their cost proposal of \$35,500 for the first year was the lowest and included the most hours.

As mentioned, Studio GC has completed similar work for the City of Geneva, Village of Carol Stream and the Village of Niles. All references were positive, and staff is confident that Studio GC can successfully complete the work as specified.

RECOMMENDATION:

Consider adopting Resolution No. R-40-2024, approving a professional service agreement with Studio GC, Inc. for services regarding a facilities assessment study.

ATTACHMENTS:

1. Resolution No. R-40-2024: Approving a Professional Services Agreement with Studio GC, Inc. for Services Regarding a Facilities Assessment Study

RESOLUTION NO. R-40-2024

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH STUDIO GC, INC. FOR SERVICES REGARDING
A FACILITIES ASSESSMENT STUDY**

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

WHEREAS, the Village has appropriated funds for a qualified professional service firm to complete property condition assessments of select Village-owned facilities and identify the necessary capital improvements, cost schedules and recommended phasing of such work for the next 10 years ("***Work***"); and

WHEREAS, the Village issued a request for bids No. 024-002 seeking qualified firms to perform the Work, received multiple bids, and determined that Studio GC, Inc. of Chicago, Illinois ("***Consultant***") was the lowest responsible and responsive bidder for the procurement of the Work; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the performance of the Work in an amount not to exceed \$35,500.00 ("***Agreement***"); and

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

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

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

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

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

ADOPTED this 16th day of April, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 19th day of March, 2024, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. **CONSULTANT.**

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

Consultant Name ("*Consultant*"): Studio GC, Inc.

Address: 223 W Jackson Boulevard, Suite 1200, Chicago, IL 60606

Telephone No.: 312-253-3400

Email: p.callahan@studiogc.com

Project Name/Description: Provision of a Facilities Assessment Study

Agreement Amount: \$35,500.00

B. Project Description. To provide a facilities assessment study as more fully described in the specifications attached to this Agreement as **Exhibit A** and the proposal attached as **Exhibit B ("*Proposal*")**.

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

SECTION 2. **SCOPE OF SERVICES.**

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

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

C. **Commencement; Term.** The Consultant shall commence the Services 30 days after execution of this Agreement by Consultant (“***Commencement Date***”) and the Agreement will terminate August 31, 2024 unless terminated earlier pursuant to Section 7.D of this Agreement (the “***Term***”). The Village and Consultant may mutually agree in writing to renew the Agreement for up to two additional one-year terms.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

D. Claim In Addition To Agreement Amount.

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

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

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

E. **Additional Services.** The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (“***Additional Services***”), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. **Taxes, Benefits, and Royalties.** Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

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

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

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "*Confidential Information*" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation,

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

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

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

not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

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

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

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

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed,

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

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

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

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

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

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

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

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or

additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

With a copy to:

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

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

Studio GC, Inc.
223 W. Jackson Boulevard
Suite 1200
Chicago, IL 60606
Attention: Patrick Callahan

With a copy to:

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

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

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

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

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

J. Authority to Execute.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2024.

ATTEST:

VILLAGE OF WINNETKA

By: _____

By: _____

Village Clerk

Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: Principal

Its: President

EXHIBIT A
SPECIFICATIONS

1. INTRODUCTION

The Village of Winnetka is seeking a qualified professional service firm to complete property condition assessments of select Village-owned facilities and identify the necessary capital improvements, cost schedules and recommended phasing of such work for the next 10 years (“Services”). These property condition assessments will utilize the American Society for Testing and Materials (ASTM) standard process and forms (E2018 or current), including the Property Condition Report and capital plans as well as supplemental information as outlined in this Scope of Work. Enhanced due diligence and ADA accessibility services shall not be required. The Consultant shall likewise utilize the Construction Specification Institute’s Unifomat to organize facility system analysis. The Village assumes it will have steady service levels over the planning period and, for that reason, does not require any analysis of future space needs.

In 2024, the subject properties shall be Village Hall (510 Green Bay Road) and the Police and Fire Stations (two facilities separated by a shared fire wall at 410 and 428 Green Bay Road respectively).

The Village’s intent is to select a single consultant to be utilized for the scope of work in 2024 at a set number of hours and hourly rates with the opportunity for future renewals as outlined in this Scope of Work.

2. BACKGROUND

The 2024 Work includes the completion of Property Condition Assessments at three Village-owned facilities as outlined below:

- A. Village Hall (510 Green Bay Road):** Originally constructed in 1925, the Village Hall is primarily used as an administrative facility and includes the Village’s Council Chambers, administrative offices and a lower-level storage area. The facility has been renovated a number of times with the most recent renovation in 2014. To the greatest extent possible, the Village has maintained and/or repaired the building’s original fittings and furnishings but upgraded or modernized its mechanical and plumbing systems. The consultant shall consider the costs of continued maintenance of these historical items in calculating anticipated future project costs as applicable. The Village anticipates modernizing the facility’s existing elevator and basement level lunchroom in Fiscal Year 2024.
- B. Police Station (410 Green Bay Road):** The Police Station is the administrative and operational center for the 37-member Police Department. The facility includes traditional office space as well as training areas, temporary holding facilities, a firing range and underground vehicle storage. Of note, there is no space dedicated to Dispatch as this is managed by an external agency through a third-party agreement. The Police Station is separated from the Fire Station by a fire wall. Recently, the Department began work on a full replacement of the facility’s HVAC system. The Police Department anticipates modernizing the facility’s existing conference room during Fiscal Year 2024.
- C. Fire Station (428 Green Bay Road):** The Fire Station is the administrative and operational center for the 27-member Fire Department. The facility includes traditional office space as well as dormitory space, training space and indoor

vehicle storage of fire apparatus. As with Police, Dispatch is handled through a third-party agreement. The Department will be replacing the overhead doors at their facility during Fiscal Year 2024.

3. SCOPE OF WORK

For each subject facility, the consultant shall complete the following:

- A. Complete a facility condition assessment using interviews with relevant staff, previous maintenance records and visual observations to determine the overall condition of the facility. Such services will be provided in accordance with the ASTM E2018 standard (or current edition). All data collected shall be organized using the Construction Specifications Institute's (CSI's) Uniformat.
- B. Create a Property Condition Report (PCR) in accordance with the ASTM E2018 standard. In addition to the standard items included with the PCR, consultant shall create the following:
 - a. An inventory of each facility's structures and substructures organized by the CSI Uniformat and itemizing the components of each substructure and its anticipated remaining useful life.
 - b. A "do nothing" cost of improvement schedule which outlines the maintenance and/or improvements needed over the next 10 years to maintain the facility "as is" with no assumptions made regarding changes in space needs. Such schedule should include assumptions for consumer price index changes over the forecasted period.
- C. Attend any and all meetings with staff or public meetings, including nighttime Village Council meetings, as required.

The Village shall provide any and all available plan sets for each facility and allocate staff time to assist with interviews, tours and working with the consultant on other informational needs.

The Consultant shall **not** complete any invasive or destructive testing of any facility components unless specifically authorized by the Village's representative.

4. PROJECT DELIVERABLES

The final project deliverables shall consist of the Property Condition Report, the inventories of structures and the cost improvement schedule as well as any supplemental reports as agreed by the Consultant and the Village's representative.

The Inventory shall be provided in spreadsheet format including the following minimum data: Location, component ID, component description, attributes, action description and location description.

The cost of improvement schedule shall include at a minimum PCR cross reference, ID, cost description, Life Span (Expected Useful Life), effective age, remaining useful life, quantity, unit, unit cost, and replacement cost.

The Deliverables listed in the Architectural Services Proposal shall also be included. BIM models shall be converted to AutoCAD format.

5. TERM AND COMPLETION DATE

The proposed contract is through August 31, 2024 unless otherwise modified by a change order as outlined under this Scope of Work or is renewed as outlined in Section 6 of this Scope of Services.

6. RENEWAL

The Village and Consultant may elect to renew this Agreement for up to two consecutive years for the completion of additional studies at other Village-owned facilities. If both parties wish to renew, the Village shall provide a summary of the facilities to be included and the Consultant shall provide the Village with an itemization of proposed hours and costs for the proposed Work. For each renewal, the Consultant shall be permitted to increase its hourly rates as outlined in the original proposal. Such renewals will be reduced to writing and become effective only upon Village Manager or Village Council approval as provided in the Village's enabling resolution for this Agreement.

The term and completion date for each subsequent renewal shall be August 31 of each renewal year.

7. CHANGE ORDERS

In the event a change order is required as outlined under 720 ILCS 5/33E-9, such change order shall be prepared on forms supplied by the Village. Each request for a Change Order shall be considered and approved or denied at the Village's sole discretion. Nothing in this Agreement shall compel the Village to approve any Change Order requests. Change Orders shall become effective only following execution of such Change Orders by both the Village and Contractor.

8. PREVAILING WAGES

Given the nature of the work involved in this Scope, the Village anticipates that the work completed by the consultants and its subconsultants or subcontractors, if any, is **not** subject to the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). However, the Consultant shall be responsible for monitoring the Work and if any Work should fall within the requirements of the Act, the Consultant and any of its subconsultants or subcontractors shall be pay the laborers, workers and mechanics performing such Work no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the Consultant and any and all of its subconsultants and/or subcontractors have an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

9. PAYMENT

During the course of the project, and to support each and every invoice, the Consultant shall furnish the following:

- A. Narrative progress reports
- B. Cost report that includes current period and cumulative expenditures to date.
- C. A comparison of the estimated cost at completion with the approved budget to show any variance.
- D. Estimated date to complete

The Consultant shall immediately advise the Village's Representative of requirements, technical decisions, or problems that materially affect the project scope, schedule, or cost.

END OF SPECIFICATIONS AND SCOPE OF WORK

EXHIBIT B

PROPOSAL

In the event of a conflict between the general conditions previously listed and the general condition provided by the Consultant in their proposal and scope of services, the previous SPECIFICATIONS AND SCOPE OF WORK general condition shall apply.

Architectural Services Proposal

DATE: March 18, 2024

TO: Mr. Tim Sloth
Finance Director
510 Green Bay Road
Winnetka, IL 60093

FROM: Craig S Meadows, AIA, LEED-AP

RE: Facility Condition Assessment for the Village of Winnetka

Scope of Architectural Services:

Studio GC shall provide the following scope of services for the Village of Winnetka Facility Condition Assessment

- Assess and evaluate current building conditions for each building listed below: Please note assumed square footage of each facility.
 - Village Hall (approx. 19,500 sf)
 - Police Station (approx. 32,000 sf)
 - Fire Station (approx. 20,000 sf)
- Evaluation of building conditions will include all elements stated below:
 - Site: Studio GC/RTM Engineering
 - Exterior Enclosure: Studio GC
 - Interior Components: Studio GC
 - Mechanical, Electrical, Plumbing and Fire Protection Components: 20/10 Engineering Group
 - Structural Components: ML Structural Engineering
 - Building Code Assessment: Studio GC and 20/10 Engineering
 - Operational Assessment: Studio GC

- Report will consist of an editable excel spreadsheet depicting the following:
 - All building components and locations
 - Originally installed dates
 - Service life of each individual item
 - Anticipated replacement date
 - Proposed budget year for replacement
 - Estimated replacement cost

Assumptions:

- The Village has full sets of building system and building construction drawings of sufficient clarity to create building information models. Depending on the amount of available information we may request a time extension or cost increase as needed. We will confirm all documentation provided with a visual review of each facility.
- Point clouds are not necessary but can be provided at an additional expense should the Village find it useful. As the cost for that varies at each facility, we can provide a proposal for that value added service. It is a perfect solution if existing drawings are not available.
- Access to all spaces can occur during normal working hours, no overtime was included.
- As the costs associated with evaluating a pool facility are quite extensive depending on the equipment and systems used, and Pat Callahan is an IDPH approved pool architect, we can provide a price for this work should this become of interest to the Village.

Deliverables

Draft and Final Building Condition Reports presented in format including:

- Existing Floor Plans identified with use and square footage.
- Building Condition Reports for facility infrastructure and budgeting purposes.
- BIM models of sufficient quality to verify information presented in the final reports.

Compensation

Compensation will be a lump sum fee of \$35,500. It breaks down as follows:

- On-Site Investigations for Facility Assessment: \$12,600 (approx. 120 hours)
- Property Condition Report: \$22,900 (approx. 228 hours)

This cost is based on the presumption that the square feet provided are within 10% of being accurate. We do not charge extra for meetings or stakeholder reviews. As such there are minimal to no additional cost except as noted above.

Reimbursable expenses will be invoiced at one and one-tenth (1.10) the cost billed to the Architect and shall be limited to plotting and printing costs.

Schedule

We can proceed with these assignments as soon as authorized to do so. If you wish to discuss the scope of services in greater detail, we are available to do so at your convenience.

If acceptable, please sign and forward one fully executed original of this document to our office.

OWNER:_____	ACCOUNT MANAGER: _____
PRINT NAME:_____	PRINT NAME: <u>Craig S. Meadows, AIA</u>
DATE:_____	DATE: <u>3/18/2024</u>

cc: Vicki Luczynski, Studio GC

HOURLY RATE SCHEDULE

Principal	\$ 250.00
Associate Principal	\$ 170.00
Senior Engineer (Elec / Mech / Plumbing)	\$ 170.00
Associate Senior Manager	\$ 134.00
Engineer (Elec / Mech / Plumbing)	\$ 134.00
Architect III	\$ 113.00
Architect II	\$ 98.00
Architect I	\$ 87.00
Intern	\$ 59.00
Administrative Support Services	\$ 54.00

These hourly rates will be maintained throughout the facilities assessment contract.



Agenda Item Executive Summary

TITLE: Resolution No. R-41-2024: Approving a Contract with Elemech, Inc., for the Purchase of a Bulk Water Filling Station (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: April 16, 2024

CONSENT: Yes

ITEM TYPE: Approval of Agenda

ITEM HISTORY:

The 2024 Water Fund contains funding in the amount of \$75,000 for the purchase and installation of a bulk water filling station.

EXECUTIVE SUMMARY:

The current system of bulk water dispensing is a fire hydrant at the Village Yards for use by Village Staff and contractors. Contractors will complete, and submit, a handwritten form to the Water Department, with the typical charge being a minimum of \$50/day. Once a quarter, staff must compile those handwritten records and manually invoice the Contractors to receive revenue. The hydrant connection is unmetered and billing is largely done on the honor system. Unlike some municipalities, Winnetka does not permit hydrant rentals or hydrant connections out on the distribution system. This reduces the wear and tear on Village fire hydrants by contractors installing and using hydrant meters and operating the hydrants, thus reducing the cost repairing/replacing fire hydrants, repairing water main breaks caused by hard hydrant use, and the reduction in hydrant meter repairs and purchases.

With the installation of a freestanding bulk water filling station, contractors will be directed to fill their water tanks at the new dispensing station, which will in turn increase the accountability of water consumption via a meter reading, also reducing the Village's non-revenue water loss. The station will also have a cross connection control feature to prevent back flow from the contractor's equipment into the potable water system. Staff has determined that locating the new station in the drive near the fuel island at the Public Works Yards is the best option. This location will allow unencumbered filling of water tanks in a controlled environment and will not be in the way of municipal vehicles fueling.

Request for Proposal (RFP) #024-001 was issued for the purchase and delivery of the bulk water station to the Village. Proposals were opened on February 23, 2024, with three companies submitting proposals. Village staff evaluated the proposals by multiple types of criteria; expertise, project understanding, responsiveness, cost, reputation and past experience. Staff was in search of an automated water management system that will allow contractors to manage their own accounts and usage data at their convenience 24/7 with very minimal Village administrative time. Customers will be able to set up their accounts online in a user-friendly interface and create profiles with the ability to have multiple truck accounts linked to the same profile. The Village will also have control to activate or deactivate customer accounts remotely if there are delinquencies or accounts that are misused.

EleMech Inc., based in Aurora, IL, was the highest scorer in the proposal evaluation process, with a submittal of a Portalogic bulk water filling station. Their proposal has a total cost of \$47,850, which includes the supply and delivery of the station, a cellular modem for Internet connectivity and an annual cloud subscription to the Portalogic software portal. Ongoing annual costs for the cloud software are estimated to be \$1,100 per year and will be included in subsequent operating budgets. Average annual bulk water revenues are predicted to be sufficient to cover the ongoing subscription cost.

Installation will be performed in house by Water & Electric staff members.

Resolution No. R-41-2024, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest a contract with Elemech Inc., for an amount of \$47,850 for the purchase of a bulk water filling station.

RECOMMENDATION:

Consider adopting Resolution No. R-41-2024: Approving the Purchase of a Bulk Water Station from Elemech, Inc., in an amount not to exceed \$47,850

ATTACHMENTS:

1. Resolution No. R-41-2024: Approving a Contract with Elemech, Inc., for the Purchase of a Bulk Water Filling Station
2. Village of Winnetka Contract for Purchase and Delivery of a Bulk Water Filling Station

RESOLUTION NO. R-41-2024

**A RESOLUTION APPROVING A CONTRACT WITH ELEMECH, INC.,
FOR THE PURCHASE OF A BULK WATER FILLING STATION**

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 Proposal #024-001 (*“Request for Proposals”*) for the purchase and delivery of a bulk water filling station (*“Water Station”*) by the Village Water & Electric Department; and

WHEREAS, the Village received three Proposals (*“Proposals”*) to provide the Water Station and opened the Proposals on February 23, 2024; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that EleMech, Inc. (*“EleMech”*) is the lowest responsive and responsible Proposer to provide the Water Station; and

WHEREAS, the Village Council desires to enter into a contract with EleMech for the Village to purchase the Water Station from EleMech in an amount not to exceed \$47,850.00 (*“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 EleMech;

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 EleMech 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 16th day of April, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

CONTRACT FOR PURCHASE AND DELIVERY
OF A BULK WATER FILLING STATION

Full Name of Vendor Elumech, Inc.
Principal Office Address 2275 White Oak Circle, Aurora IL 60502
Local Office Address _____
Contact Person Danielle Gorder Telephone Number 630 499 7080 ext 32

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: Tim Sloth
tsloth@winnetka.org

Vendor warrants and represents that Vendor has reviewed and understood all documents included, referred to, or mentioned in this set of documents.

1. Contract to Deliver Products

A. Contract and Products. The Vendor shall, deliver to the Village, at **1390 Willow Road, Winnetka, IL 60093** ("**Delivery Address**"), the products, items, materials, merchandise, supplies, or other items identified in this Contract ("**Products**") in new, undamaged, and first-quality condition. Vendor further shall:

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 to deliver the Products to the Village 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 and all insurance certificates and policies of insurance, if any, specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes; and
5. Miscellaneous. Do all other things required of Bidder by this Contract.

B. Performance Standards. The Vendor agrees that the Products will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract as Exhibit A. If this Contract specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the Village requires for the Product. However, the Vendor may propose to deliver a Product that is a different brand or model, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability,

functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. The Vendor shall be responsible and liable for, and shall promptly and without charge to the Village, repair or replace, any damage done to, and any loss or injury suffered by, the Village as a result of the Vendor's failure to perform hereunder.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Products. If, in the Village's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract, then the Village, without limiting its other rights or remedies, may, at its discretion: (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/or (iv) cancel all or any part of any order or this Contract. Products so rejected may be returned or held at Bidder's expense and risk.

2. Pricing

A. Schedule of Prices. The Vendor shall deliver the Products to the Village in accordance with the following prices:

Description of Product	Quantity of Product	Unit Price of Product	Extension
Fully assembled bulk water station. Delivery FOB Winnetka	1	45,800	

If the Village has specified the Quantity of Products to be delivered to the Village on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

45,800 Dollars and 00 Cents (in figures only)

If the Village has not specified the Quantity of Products to be delivered to the Village on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, 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 the Village.

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

1. All prices stated in the Schedule of Prices section 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, and no such taxes are included in the Pricing section, and that 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 Pricing; and
4. If a Quantity of Products to be delivered to the Village is specified on Page 1 of this Contract, then that amount is an estimate only. The Village 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 the Village for each Product and the actual number of Products that comply with this Contract that are accepted by the Village. The Vendor 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 shall be made in accordance with the following schedule:

Vendor shall invoice the Village monthly, and the Village shall pay all undisputed amounts set forth in each no later than 45 days after receipt of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of the Vendor to perform under this Contract.

3. Contract Time

The Vendor shall deliver the Products to the Village at the Delivery Address not later than **June 1, 2024**.

4. Financial Assurance

A. Indemnification. The Vendor shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.

B. Penalties. The Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract within 30 days after the date this sealed Contract is opened.

6. Bidder's Representations and Warranties

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

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than 3 years after delivery to the Village: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and the Vendor 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 shall be deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor 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; (2) 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 (3) any other reason.

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

7. Acknowledgements

In submitting this Contract, the Vendor acknowledges and agrees that:

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

B. Binding Effect. The Vendor is bound by each and every term, condition, or provision contained in this Contract and in the Village's written notification of acceptance in the form included in this bound set of documents.

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

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

F. 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 any Product 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 Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Vendor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

G. 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.

H. 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.

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

J. 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.

DATED 2/7/2024.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

[NAME OF VENDOR]

Elemech, Inc.

By: Robert Gorder

Title: PRESIDENT

By: Danielle Gorder

Its: Director of Development

EXHIBIT A

PROPOSAL

[TO BE PREPARED BY VENDOR AND ACCEPTABLE TO VILLAGE]

Project Name: Supply and Delivery of a Bulk Water Filling Station for the
Village of Winnetka, IL

Bidding Deadline: Friday, March 1 at 3:00PM CST

Company Name: EleMech, Inc.
2275 White Oak Circle
Aurora, IL 60502

Table of Contents

Section
1. Vendor Information
2. Vendor Qualifications
3. Cost Proposal
4. References
5. Warranty Terms and Conditions
6. Project Timeline
7. Exceptions
8. Supporting Documentation

1) Vendor Information

a) Vendor name, address, telephone number and email address:

Name: EleMech, Inc.
Address: 2275 White Oak Circle, Aurora, IL 60502
Contact: (630) 499-7080, dgorder@elemech.com
Age: 36 Years, Founded in 1987
Sales: \$15 million
Staff: 42, Full Time
Facility: 25,000 ft²
Industry: Water and Wastewater
Business: Custom Control Systems and Software
Website: www.elemechanic.com and www.portallogic.info

Business Management:

- Robert Gorder Founder, President and CEO
- Shelly Gorder VP of Operations
- Chris Countryman VP of OEM Sales
- Aaron Squires VP of Engineering
- Brian Groszek Project Manager of Portallogic Sales
- Danielle Gorder Director of Business Development

b) Project Specific Staff Details

Project POC: Danielle Gorder, (630) 499-7080 ext 32, dgorder@elemech.com

Project Managers: Brian Groszek

Degree: BS Mechanical Engineering

Experience: 16 years of Portallogic design and development

Role on this project:

- Oversee creation of engineering submittals.
- Witness the EleMech factory testing of panels.
- Coordinate with local installing contractor(s)
- Supervise the panel installation.
- Integrate the customer data into the Portallogic.
- Coordinate startup and assist with training.
- Provide customer support.

Danielle Gorder

Degree: University of Chicago Booth School of Business
BA International Relations

development Experience: 10 years of IT consulting, software and product

Role on this project:

- Oversee project and account management
- Eliminate potential project risks
- Provide customer support

Programmers:

Alan Chan

Degree: MS Computer Science
 MS Electrical Engineering, PE

Experience: 20 years of software development in banking industry.
 10 years of water plant software development
 AWS Architect Certification

Role on this project:

- Manage Cloud Server and Database
- Support on Portallogic and Portapay products

c) List of similar installations by the firm staff members: See Section 2. Vendor Qualifications

2) Vendor Qualifications

EleMech, Inc. is a premium builder of custom controls and software in the water and wastewater industry. We supply our products and services directly to the municipality and exclusively to many of the larger equipment manufacturers that serve this industry. Portalogic was created by EleMech in 1998. This software set the standard for many sites that accept trucked-in waste and/or sell bulk water. We have installed this product as far north as Deadhorse, AK to the southernmost point of Christchurch, New Zealand. We monitor and support these systems using industry current technology developed by EleMech.

- The Portalogic brand of products and services was developed in 2010.
- Total installations: EleMech has around 300 Portalogic sites globally. The majority of installations are located in North America with some sites having multiple stations and station locations.
- Team resumes: See Section 1.b
- Projects similar in scope:

Beaver Falls Municipal Authority, PA

- (2) Custom FS-63 stations with single 3” outlet, Cloud Hosted Software, Cellular Modem for internet connectivity
- Contract awarded May 10, 2022
- Onsite startup performed August 10, 2023
- Representative: Paul Hervatine, 724-622-8203, herv@bfwater.net
- Address: 1425 8th Ave, Beaver Falls, Pennsylvania, 15010, United States
- Contract Amount: \$94,134



Syracuse City Public Works, UT

- (1) Custom FS-63 station with single 3” outlet, Cloud Hosted Software Portapay for customer payments
- Contract awarded August 31, 2022
- Shipment: December 8, 2022
- Representative: Brian Bloemen, 801-614-9630, bbloemen@syracuseut.gov

- Address: 3061 2400 W St, Syracuse City, UT 84075
- Contract Amount: \$52,795

City of Rochester, NH

- (1) Custom FS-72 station with single 4" outlet, Cloud Hosted Software
- Contract awarded September 1, 2021
- Ship date December 15, 2021; System startup date March 30, 2022
- Representative: Dana Webber, 603-332-4096, dana.webber@rochesternh.net
- Address: 217 Washington St, Rochester, NH 03839
- Contract Amount: \$35,745



City of Huntington, IN

- (1) Custom FS-72 station with dual outlets. 4" overhead outlet and 2" bottom outlet, 4" Top Loading Overhead Arm, Credit Card Reader
- Contract awarded August 23, 2023
- Projected shipment date January 4, 2024
- Representative: Nate Goetz, 260-224-4287, Nate.Goetz@Huntington.in.us
- Address: 2567 W 600 N, Huntington, IN 46750
- Contract Amount: \$76,050

3) Cost Proposal

Fully assembled bulk water station with shipping estimate: **\$ 45,800 USD**

Description	Qty	Price	Total
FS-63, single 3" fill point, NSF rated	1	\$45,000	\$45,000
Cellular Modem	0	\$950	\$950
Cloud Hosted Software, annual cost	0	\$1,100	\$1,100
Shipping, FOB Winnetka, IL	1	\$800	\$800
Portalogic Software and IT support (1 years)	1	\$0	\$0
Warranty: 1 Year (not to exceed 18 months from shipment)	1	\$0	\$0
TOTAL	-	-	\$45,800

Notes:

1. Hard wired network connection preferable. If cellular modem is utilized for network connection, software must be cloud based. Cellular SIM (and associated data charges) are the responsibility of station owner.
2. Cloud Hosted Software connectivity is an annual cost of \$1,100 for (1) connected stations. Extended IT support is included. See sample contract in Section 7. Supporting Documentation
3. Required circuit size: 30A at 120 VAC
4. Flow and pressure control valves are not needed
5. See warranty terms and conditions in Section 5. Warranty Terms and Conditions
6. The Portapay feature, which allows customers to prepay to their accounts via a secure web portal, is included with the base price of the station.

4) References

See Section 2. Vendor Qualifications. Additional references available upon request.

5) Warranty Terms and Conditions

1. Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from date of startup.
2. Seller shall provide software updates and phone support services for one (1) year from date of startup.
3. **In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid (ground shipment). All warranty claims shall be made in writing. Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller.**
4. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred in connection with repair or replacement.
5. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the supplier.
6. This warranty does not apply to, nor is any expense or other liability assumed for any Product to which unauthorized repairs or modifications have been made even though such Product is defective or not in accord with the specifications. The Seller in writing must authorize any such repairs or modifications.
7. The seller shall not be liable for any damages resulting from any improper installation of any equipment sold, or from any accidental or intentional attempts to operate it in excess of its rating or in abnormal atmosphere or environments.
8. **THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING STRICT NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.**

6) Project Timeline

1. **Order Accepted** after receipt of purchase order
2. **Submittals Provided** within 1-2 weeks of order receipt
3. **Submittals Review** duration dependent upon customer and any necessary modifications. Submittal revision turnaround time is 1-2 weeks per revision.
4. **Submittals Acceptance** provided by customer. An estimated shipment date will be provided based upon the production schedule at time of submittals acceptance..
5. **Production Time** for the FS-63 can be estimated at 10-12 weeks post Submittals Acceptance.

7) Exceptions

The proposed offer meets all specifications set forth in the supplied bid with exception to the following. EleMech is a manufacturer and supplier for Portalogic stations and software. EleMech does not provide installation services or any on-site work under this contract.

Exceptions:

- a) **Contract Time:** Village has specified delivery shall be no later than June 1, 2024. A standard project timeline is provided in Section 6. Production time is 10-12 weeks after submittals acceptance. Submittal review time duration dependent on customer, as each submittal revision will extend total lead time. Estimated shipment date will be provided upon the production schedule at time of submittals acceptance.
- b) **Time of Payment:** Village has specified that payments shall be made in a monthly schedule. EleMech standard pricing terms are 15% of total invoice due upon receipt of submittals, 85% of total invoice due upon shipment (net 30).
- c) **Warranty:** The Village has specified that product warranties shall be 3 years. EleMech provides one year warranty and IT Support. Customers may choose to purchase the extended contract after the initial warranty period. An example of extended support can be found in Section 7. Supporting Documentation.

7) **Supporting Documentation**

- a) Sample Annual Support Contract – Cloud Hosted Software
- b) Sample Annual Support Contract – Locally Installed Software
- c) Formal Quotation

Dear Portalogic user,

EleMech, Inc. is offering this Support Agreement for your Portalogic software and hauler access station so that you can continue to receive updates and support at a reduced expense versus relying on emergency service calls. A discount is applied if your Portalogic application is hosted on our cloud server.

Included

This Service Agreement entitles you to the following details between the hours of 8:00–4:30 CST, Monday through Friday (excluding major holidays).

Included Services
Telephone and web based technical support
Additional software training sessions
Basic report modifications
Database and software migration assistance
Necessary software updates
Network troubleshooting assistance

Additional Benefits
Discounted replacement part costs
Simple coordination for upgrades (if required)

Portapay payment portal available

Item #	Description	Quantity	Unit Price	Total
1	EleMech Cloud Portalogic Software Support Agreement, hosting included	1	\$600.00	\$600.00
2	Connected Portalogic Stations	1	\$500.00	\$500.00

Support contract active from date of payment through one year. Prices in USD\$.
Credit Card Payments Available.

Total \$1,100.00

Please remit payment to:
EleMech, Inc.
P.O. Box 1563
Aurora, IL 60507-1563

Renewal Authorization: Ref: PAL1234

Company: _____

Name: _____

Phone: _____

PO: _____

Proposal for Services

This proposal is presented by EleMech, Inc. to [End User] ("Client"). This proposal is valid for a period of one year from date of payment, after which EleMech reserves the right to change any part of the proposal, including services, deliverables, timing, and fees, upon notice to Client.

Services

EleMech will perform the following services and provide the following deliverables:

- Software training and support
- Report modifications
- Database and software migration assistance
- Software updates
- Network troubleshooting

Anything not expressly listed in this Proposal as a EleMech task or deliverable is out of scope.

Client shall ensure that EleMech has all necessary access to Client locations, credentials, and equipment needed to enable EleMech to complete the services. Client will be responsible for engagement by Client stakeholders and third-party contractors.

Change Orders

The tasks, deliverables, and fees will remain unchanged, except as agreed by Client and EleMech in writing. If there is a change in scope, unforeseeable delays, or Client materially fails to meet its obligations, Client and EleMech shall negotiate in good faith to modify the terms as needed.

Fees & Payments

Fees

EleMech will perform the services on a fixed-fee basis. EleMech's fees for the services will be \$1,500 for (1) connected Portal Logic Station. Pricing does not include any applicable sales taxes or similar taxes.

Expenses

EleMech will be responsible for its own business expenses incurred in the performance of the services.

Billing

Client shall pay the fixed fee by full payment in advance.

Term & Termination

The services will continue from date of payment through one year.

Service Recipient:

By:

Name: [End User]

Title:

Address:

Date:

E-mail:

Acknowledged:

By: Brian Groszek

Name: EleMech, Inc.

Title: PM

Address:

Date:

Village of Winnetka
Illinois

Phone: (847) 716-3513

Date: February 28, 2024

Quote Number: 2304-015

Attention: Tim Sloth
Email: tsloth@winnetka.org
Portalogic Water Fill Station
FS-63

From: Danielle Gorder
EleMech Inc.
2275 White Oak Circle
Aurora, IL 60502
Phone: (630) 499-7080 ext. 32
Fax: (630) 499-7760

Included Scope:

Item #	Part No.	Description	Quantity	Unit Price	Expanded Price
1	FS-63	Bulk Water Station - 66"x36"x75" Painted Steel Enclosure, With Lockable Door - Terminal Window Kit, Latchable Door - Keypad Access & Display panel - Manual Shutoff Valve - 3" Backflow Prevention - 3" Meter - 3" Control Valve - Single Outlet Configuration - 3" - Drain Solenoid - Cold Climate Package: Heater, T-Stat, Insulated	1	\$45,000.00	\$45,000.00
2	Included Software	Portalogic - Station and User Management software - Remote Software Training Session - Portapay customer payment portal included	1	\$0.00	\$0.00
3	Warranty & IT Support	Parts Warranty - (1) Year Software and IT Support- (1) Year Online Startup services included.	1	\$0.00	\$0.00
4	Crating	Crating is included. Shipping is estimated.	1	\$800.00	\$800.00
Prices quoted are in \$USD			Total		\$45,800.00

Suggested Options:

Item #	Part No.	Description	Quantity	Unit Price	Expanded Price
1	Cloud Hosting	Cloud Hosted Software, Annual Cost *Includes Extended IT Support	0	\$1,100.00	\$0.00
2	Cellular Modem	Cellular modem for network connectivity, Verizon or AT&T SIM provided by owner *If cellular modem is included, software must be cloud hosted	0	\$950.00	\$0.00

Item #	Part No.	Description	Quantity	Unit Price	Expanded Price
3	Extended IT Support	Extended IT Support for locally installed software (N/A if purchasing Cloud Hosted software). Cost for one station, annual contract	0	\$1,500.00	\$0.00
Prices quoted are in \$USD			Total		\$0.00
			Total from Above		\$45,800.00
			Grand Total		\$45,800.00

Operation Instruction:

1. Display will prompt users to log in with their established account number and PIN.
2. Water purchases will be made by using Portapay, generated invoice, or added payment option.
3. Display will prompt user to either enter desired volume or operate manually.
4. Start and Stop buttons will control the water flow.
5. Transaction concluded when the volume is dispensed or when Stop button pressed.
6. Volume is logged to Portalogic along with customer details, date, time.

NOTES:

1. Additional panels and mounting hardware may be required based on total power requirements and location. Capacity does not include heaters, site lighting or other power consuming loads. Any additional mounting hardware that is required is not included within this scope of supply.
2. Any Item not specifically listed above is not considered part of this scope of supply. Please contact our representatives listed above for further clarification.
3. Pricing is valid for (30) days from noted date and may be subject to change due to current market conditions.
4. Cloud Hosting Annual fee: Bundled Cloud Hosting and IT support is payable at \$1100/year for (1) station; \$1600/year for (2) stations. Additional stations can be connected to the Cloud Hosting + IT Support Service for a fee of \$500/station. For sites connecting multiple stations, please contact an EleMech representative as negotiated pricing can be made available.

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination).
- Price does not include any associated shipping fees or taxes (Customs, Duties, Import Fees, Handling Fees, Customs Broker Fees).
- Prices are in U.S. Dollars unless noted otherwise
- Freight is not included. Actual price of delivery will be added to final invoice.
- Price does not include installation or building modifications.

Terms of Payment

Payment terms shall be as stated below or as agreed upon terms:

- 15% Project Total - Due at time of Submittal
- 85% Project Total - Due at time of Shipment
- [All Terms NET 30, All Currency USD]

Due to supply chain issues and extended delays, EleMech reserves the right for partial invoice prior to project shipment.

Submittals

EleMech will provide documentation to the customer per the following schedule:

- Drawings for approval including layouts, connection details, anchorage, and control panel
- Complete Bill of Material of all products furnished.

Shipment

EleMech will maintain the following schedule:

- Submittals 2 weeks after acceptance of a written purchase order if required.
- Estimated equipment delivery to be provided after approved submittal or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond EleMech's responsibility, a finance charge of 1.5% of the contract value per month will be due and payable to EleMech.



Quote Number: 2304-015

Acceptance of Quotation

This quote can be accepted by signature with return to Dgorder@elemech.com

Authorized Signature _____ Date _____

Purchase Order No. _____

EleMech Acceptance _____ Date _____



Agenda Item Executive Summary

TITLE: Resolution No. R-42-2024: Approving and Establishing the Compensation of Department Heads Effective January 1, 2024 (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: April 16, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Resolution No. R-42-2024 establishes salaries for the Village's Department Head team. The resolution provides that the salary changes are effective January 1, 2024, which is consistent with other employee pay adjustments.

RECOMMENDATION:

Consider adoption of Resolution No. R-42-2024 titled, "Approving and Establishing the Compensation of Department Heads Effective January 1, 2024."

ATTACHMENTS:

1. Resolution No. R-42-2024: Approving and Establishing the Compensation of Department Heads Effective January 1, 2024

**A RESOLUTION
APPROVING AND ESTABLISHING
THE COMPENSATION OF DEPARTMENT HEADS
EFFECTIVE JANUARY 1, 2024**

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, pursuant to the Winnetka Village Code ("***Village Code***"), the compensation for the Village's department heads shall be fixed by the Village Manager with the approval of the Council of the Village of Winnetka ("***Village Council***"); and

WHEREAS, the Village Manager has fixed the compensation for the departments heads for 2024 as set forth in this Resolution, which compensation reflects a 3.5% cost of living adjustment; and

WHEREAS, pursuant to its home rule authority, the Village Council has determined that it is the best interests of the Village to approve the compensation for the Village's department heads for 2024 as set forth in this Resolution;

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 BASE SALARIES. In accordance with the sections of the Winnetka Village Code referenced in the table below, the Village Council hereby approves and establishes the following monthly base salaries for the department heads:

Name and Title	Effective Dates	Monthly Salary
Kristin Kazenas (Assistant Village Manager)	January 1, 2024 to December 31, 2024	\$ 15,615.56
David Schoon (Community Development Director)	January 1, 2024 to December 31, 2024	\$ 15,542.25
James Bernahl (Engineering Director)	January 1, 2024 to December 31, 2024	\$ 15,583.65
Timothy J. Sloth (Finance Director)	January 1, 2024 to December 31, 2024	\$ 16,534.13
John Ripka (Fire Chief)	January 1, 2024 to December 31, 2024	\$ 15,952.22

Name and Title	Effective Dates	Monthly Salary
Brian O’Connell (Police Chief)	January 1, 2024 to December 31, 2024	\$15,525.00
Thomas Powers (Public Works Director)	January 29, 2024 to December 31, 2024	\$14,833.33
Brian L. Keys (Water & Electric Director)	January 1, 2024 to March 31, 2024	\$ 17,692.48
Nicholas Narhi (Water & Electric Director)	April 1, 2024 to December 31, 2024	\$15,416.67

SECTION 3: APPROVAL OF ADDITIONAL COMPENSATION. In addition to the base salaries established in Section 1 of this Resolution and all other benefits available generally to Village employees, the department heads listed in Section 1 of this Resolution (***“Department Heads”***) shall also receive the following additional compensation for 2024: (a) each of the Department Heads, after one year of successful employment, shall be entitled to an annual, lump sum payment of \$5,000.00, which the Village Treasurer shall deposit, on behalf of each Department Head, into a qualified Internal Revenue Code Section 457 deferred compensation plan; (b) Director of Water and Electric Brian L. Keys shall be paid a one-time bonus of \$10,000.00; (c) Community Development Director David Schoon shall be paid a one-time bonus of \$15,000.00; (d) Assistant Village Manager Kristin Kazenas shall be paid a one-time bonus of \$13,500.00; (e) Fire Chief John Ripka shall be paid a one-time bonus of \$10,000.00; (f) Finance Director Timothy J. Sloth shall be paid a one-time bonus of \$12,000.00, (g) Engineering Director Jim Bernahl shall be paid a one-time bonus of \$13,000.00, and (h) Police Chief Brian O’Connell shall be paid a one-time bonus of \$10,000.00.

SECTION 4: REPEALER. Resolution R-40-2023 is hereby repealed in its entirety.

SECTION 5: 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 16th day of April 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-43-2024: Approving and Establishing Changes in the Compensation of the Village Manager (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: April 16, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

As required by Village Code, Resolution No. R-43-2024 approves and establishes the Village Manager's salary. The resolution provides that the salary changes are effective January 1, 2024 which is consistent with other employee pay adjustments.

RECOMMENDATION:

Consider adoption of Resolution No. R-43-2024, titled "A Resolution Approving and Establishing Changes in the Compensation of the Village Manager."

ATTACHMENTS:

1. Resolution No. R-43-2024: Approving and Establishing Changes in the Compensation of the Village Manager

**A RESOLUTION
APPROVING AND ESTABLISHING
CHANGES IN THE COMPENSATION OF THE VILLAGE MANAGER**

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, pursuant to Section 2.12.040 of the Winnetka Village Code ("***Village Code***"), the compensation of the Village Manager shall be determined by the Council of the Village of Winnetka ("***Village Council***"); and

WHEREAS, the Village entered into a September 29, 2010 Employment Agreement with the Village Manager ("***Employment Agreement***"), pursuant to which the Village Council agreed to periodically review the Village Manager's compensation; and

WHEREAS, pursuant to its home rule authority, the Village Council has determined that it is the best interests of the Village to set the compensation for the Village Manager as set forth in this Resolution;

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 BASE SALARY. In accordance with Section 2.12.040 of the Village Code and Section 5 of the Employment Agreement, the Village Council hereby approves and establishes the monthly base salary of the Village Manager as follows:

	Monthly Salary Effective January 1, 2024
Robert M. Bahan	\$ 24,166.67

SECTION 3: APPROVAL OF ADDITIONAL COMPENSATION. In addition to the base salary established in Section 1 of this Resolution, the benefits and payments established in the Employment Agreement, and all other benefits available generally to Village employees, Village Manager Robert M. Bahan shall be paid a one-time bonus of \$20,000.00 and shall be entitled to a lump sum payment of \$3,500.00, which the Village Treasurer shall deposit into a qualified Internal Revenue Code Section 457 deferred compensation plan.

SECTION 4: EFFECT OF RESOLUTION. Except for the salary and payment adjustments made pursuant to this Resolution, all provisions of the Employment Agreement remain in full force and effect, without change.

SECTION 5: REPEALER. Resolution R-39-2023 is hereby repealed in its entirety.

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 16th day of April 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-44-2024: Approving Extension and Renewal of an Agreement with Prescient Development, Inc. for Information Technology Support Services (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: April 16, 2024

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village entered into a contract with Prescient Solutions for Information Technology (IT) consulting services on December 1, 2011. The contract has been subsequently renewed on February 1, 2013, March 1, 2016, February 1, 2017, March 1, 2020, and December 6, 2022.

EXECUTIVE SUMMARY:

The Village will need to replace the Information Systems Manager position due to a pending retirement. Rather than rehiring for the position, Staff is proposing to move to a fully contracted model for IT services through Prescient. Under this model, Prescient will provide a contracted employee onsite 5-days a week along with full access to Prescient's suite of managed services (i.e. helpdesk / 24x7 emergency support). This is in addition to the current part-time employee already provided by Prescient two days per week. The FY 2024 budget for the total annual salary and benefits cost for the Information Systems Manager and the current Prescient part-time staff is \$298,191. The FY 2024 budget has sufficient capacity to accommodate the proposed Prescient IT contracts total of \$259,932. Our contract with Prescient contains a 90-day out clause, so we can terminate the agreement at any time if we are not satisfied with the service provided by Prescient.

RECOMMENDATION:

Consider adoption of Resolution No. R-44-2024, Approving Extension and Renewal of an Agreement with Prescient Development, Inc. for Information Technology Support Services.

ATTACHMENTS:

1. Resolution No. R-44-2024: Approving Extension and Renewal of an Agreement with Prescient Development, Inc. for Information Technology Support Services
2. 2024 Prescient Solutions Managed IT Services

RESOLUTION NO. R-44-2024

**A RESOLUTION APPROVING EXTENSION AND RENEWAL OF AN AGREEMENT
WITH PRESCIENT DEVELOPMENT, INC.
FOR INFORMATION TECHNOLOGY SUPPORT SERVICES**

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

WHEREAS, on December 1, 2011, the Village entered into an agreement ("**Agreement**") with Prescient Development, Inc. ("**Consultant**"), for the performance of information technology services ("**Services**"); and

WHEREAS, Consultant has performed the Services to the satisfaction of the Village; and

WHEREAS, the Village desires to extend and renew the Agreement under the same terms and conditions until April 24, 2027 by entering into an addendum to the Agreement with Consultant ("**Addendum**"); and

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

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 ADDENDUM. The Village Council approves the Addendum in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

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

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 FOLLOW]

April 16, 2024

R-44-2024

ADOPTED this 16th day of April, 2024, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
ADDENDUM

ATTACHMENT D

Attachment to Services Agreement

In accordance with the Services Agreement (the "Agreement"), effective December 1, 2011 and signed between **Prescient Development, Inc.**, doing business under the assumed name in Illinois, **Prescient Solutions**, ("Prescient") with its principal offices and business 1834 Walden Office Square, Suite 500, Schaumburg, IL 60173 and the **Village of Winnetka** ("Winnetka") with its principal place of business at 510 Green Bay Road, Winnetka, IL 60093, this Attachment D is an integral part thereof and shall replace Attachment C signed December 6, 2022.

Prescient Resources

Prescient will provide the following resources over the term of this Agreement.

- Core Resources

<u>Resource Type</u>	<u>Number of Resources</u>
Systems Administrator/Network Engineer/Help Desk	1

- Unless otherwise agreed upon by Prescient and Winnetka, all day-to-day support is to be accomplished five (5) days per week, Monday through Friday between 7:00am and 6:00pm local time. All additional projects outside the scope of this Attachment D will continue to be bid to Winnetka on a per project basis.

Additional Resource Rate Structure

At the request of Winnetka, Prescient may provide additional resources outside the scope of this Agreement to Winnetka for non-project based short-term tasks. Prescient will provide these tasks to Winnetka based on the following Time and Material rates.

<u>Resource Type</u>	<u>Time and Material Rate</u>
Help Desk/Server Administrator	\$125.00/Hour
Network Administrator	\$150.00/Hour
Senior Network/Server Engineer	\$175.00/Hour
WAN/Firewall/Security Engineer	\$200.00/Hour

Prescient will review long-term services and tasks or specific projects and propose them on a per-project basis.

Agreement Reviews

- Semi-annual Task List Review
 - List all Current Tasks and their status
 - Define New Tasks and Priorities
- Annual Contract Review

Agreement Dates and Payment Schedule

The Agreement to perform services will run over a **three (3) year contract period**. Monthly payments will be made to Prescient at the beginning of each month for services to be provided during the month.

The service start date is April 1, 2024 and the service end date is March 31, 2027. Payments for Year 1 of the Agreement will be paid as follows:

	<u>Total</u>
April 1, 2024	\$ 16,250.00
May 1, 2024	\$ 16,250.00
June 1, 2024	\$ 16,250.00
July 1, 2024	\$ 16,250.00
August 1, 2024	\$ 16,250.00
September 1, 2024	\$ 16,250.00
October 1, 2024	\$ 16,250.00
November 1, 2024	\$ 16,250.00
December 1, 2024	\$ 16,250.00
January 1, 2025	\$ 16,250.00
February 1, 2025	\$ 16,250.00
<u>March 1, 2025</u>	<u>\$ 16,250.00</u>
Total -	\$ 195,000.00

Years 2 and 3 of the Agreement will follow the above referenced payment schedule based upon the defined resources. By agreement of the parties, the contract provides for an annual professional services fee adjustment increase of five percent (5%). The professional services fee adjustment acknowledges the Information Technology resource market conditions and local cost of living conditions. An Annual Contract Review will take place at least 90 days prior to the contract anniversary date.

The Village of Winnetka shall have the option to extend the Support Services Agreement for an additional three (3) year period at the end of the term. The additional Support Services term shall be on the same terms and conditions as the original Support Services Term. In the event Village of Winnetka elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Support Services Term.

Scope of Work (Changes to Scope of Work will be mutually agreed upon)

A. Professional Services

- Account Management

- Status Reporting - Automated Monthly reporting
- Monthly Customer Communications
 - Quality/Customer Satisfaction Review
 - Project/Milestone Timeline Management
 - Staffing/Personnel Review
- Site Engineer Management
 - Personnel/HR Management
 - Schedule Management
 - Emergency/Project Service Remediation Team Management
 - Communications
- Annual Reviews
- Emergency Service Restoration and Audit/Project Team – to be billed on an Hourly Time and Material Basis

B. Systems Documentation and Knowledge Management

- Account Services Manual
 - Escalation Processes and Contacts
 - Onsite Engineers, Account Relationship Manager, CIO/COO
 - Client escalation priorities
 - Problem Management
 - Service Management
 - Client Services Definitions/Categories
 - Quality of Service Assurance
 - IT Reference Information
 - Diagrams
 - Inventory
 - Defined configurations of all devices (infrastructure, servers, workstations, etc.)
- Status Reporting – Monthly
- Time Reporting – Weekly hours and tasks descriptions

C. Day-to-Day support – to be provided two (2) days per week

- Maintenance of Servers
 - Monitor System Resources on each server
 - Monitor Daily Backup Operations on each server
 - Monitor and Correct Operating System Errors on each server
 - Review, Download and Install Microsoft Service Packs as necessary for each server
 - Review, Download and Install Microsoft Security Updates as necessary for each server
 - Review, Download and Install Antivirus Updates for each server
- User Administration
 - Add, Change and Delete Users to Corporate Servers
 - Maintain Security and Authentication standards for Server Users
 - Add, Change and Delete File and Share Permissions for Server Users
 - Monitor Security Log for user violations
- Additional Server support (including installation of new servers, migration of other servers, re-installation and/or upgrading of existing servers) to be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing contracted onsite technicians. Any additional resources required to meet increased time frames will be billed on a Time and Material Basis over and above the “Daily Support Contract” or added as an addendum to the “Daily Support Contract”.
- Manage Switches and Internet Routers
 - Monitor Routers and Switch for Performance
 - Maintain Cisco IOS and Configurations
- Manage Firewalls
 - Modify Firewall configurations as required
 - Update Firewall IOS as required
- Configuration, installation and support of additional Routers and Switches will be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing onsite contracted technicians.
 - Note: Any additional resources required to meet increased time frames will be completed on a Time and Material Basis over and above the “Daily Support Contract”.

Additional Services

- Additional projects, tasks or days per week will be mutually agreed upon and performed on a Time and Material basis over and above the defined contract cost.

Project Out of Scope:

- Any item not mentioned in above task list.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

VILLAGE OF WINNETKA
an Illinois municipality

PRESCIENT DEVELOPMENT, INC.
an Illinois corporation

By: _____

By: _____
Philip Greco

Its: _____

Its: CFO

Date: _____

Date: _____

ATTACHMENT E

Attachment to Services Agreement

In accordance with the Services Agreement (the "Agreement"), effective December 1, 2011 and signed between **Prescient Development, Inc.**, doing business under the assumed name in Illinois, **Prescient Solutions**, ("Prescient") with its principal offices and business 1515 Woodfield Road, Suite 880, Schaumburg, IL 60173 and the **Village of Winnetka** ("Winnetka") with its principal place of business at 510 Green Bay Road, Winnetka, IL 60093, this Attachment E is an integral part thereof.

Prescient Resources

Prescient will provide the following resources over the term of this Agreement.

- Core Resources

<u>Resource Type</u>	<u>Number of Resources</u>
Network Engineer/Help Desk	.40

- Unless otherwise agreed upon by Prescient and Winnetka, all day-to-day support is to be accomplished two (2) days per week, Monday through Friday between 7:00am and 6:00pm local time. All additional projects outside the scope of this Attachment E will continue to be bid to Winnetka on a per project basis.

Additional Resource Rate Structure

At the request of Winnetka, Prescient may provide additional resources outside the scope of this Agreement to Winnetka for non-project based short-term tasks. Prescient will provide these tasks to Winnetka based on the following Time and Material rates.

<u>Resource Type</u>	<u>Time and Material Rate</u>
Help Desk/Server Administrator	\$125.00/Hour
Network Administrator	\$150.00/Hour
Senior Network/Server Engineer	\$175.00/Hour
WAN/Firewall/Security Engineer	\$200.00/Hour

Prescient will review long-term services and tasks or specific projects and propose them on a per project basis.

Agreement Reviews

- Semi-annual Task List Review
 - List all Current Tasks and their status
 - Define New Tasks and Priorities
- Annual Contract Review

Agreement Dates and Payment Schedule

The Agreement to perform services will run over a **three (3) year contract period**. Monthly

payments will be made to Prescient at the beginning of each month for services to be provided during the month.

The service start date is April 15, 2024 and the service end date is April 14, 2027. Payments for Year 1 of Attachment E will be paid as follows:

	<u>Total</u>
April 15, 2024	\$ 5,411.05
May 15, 2024	\$ 5,411.05
June 15, 2024	\$ 5,411.05
July 15, 2024	\$ 5,411.05
August 15, 2024	\$ 5,411.05
September 15, 2024	\$ 5,411.05
October 15, 2024	\$ 5,411.05
November 15, 2024	\$ 5,411.05
December 15, 2024	\$ 5,411.05
January 15, 2025	\$ 5,411.05
February 15, 2025	\$ 5,411.05
<u>March 15, 2025</u>	<u>\$ 5,411.05</u>
Total -	\$ 64,932.60

Year 2 monthly payment is \$5,681.60, annually \$68,179.20.

Year 3 monthly payment is \$5,965.68, annually \$71,588.16.

The Village of Winnetka shall have the option to extend the Support Services Agreement for an additional three (3) year period at the end of the term. The additional Support Services term shall be on the same terms and conditions as the original Support Services Term. In the event Village of Winnetka elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Support Services Term.

Scope of Work (Changes to Scope of Work will be mutually agreed upon)

A. Professional Services

- Account Management
 - Status Reporting - Automated Monthly reporting
 - Monthly Customer Communications
 - Quality/Customer Satisfaction Review
 - Project/Milestone Timeline Management

- Staffing/Personnel Review
- Site Engineer Management
 - Personnel/HR Management
 - Schedule Management
 - Emergency/Project Service Remediation Team Management
 - Communications
- Annual Reviews
- Emergency Service Restoration and Audit/Project Team – to be billed on an Hourly Time and Material Basis

B. Systems Documentation and Knowledge Management

- Account Services Manual
 - Escalation Processes and Contacts
 - Onsite Engineers, Account Relationship Manager, CIO/COO
 - Client escalation priorities
 - Problem Management
 - Service Management
 - Client Services Definitions/Categories
 - Quality of Service Assurance
 - IT Reference Information
 - Diagrams
 - Inventory
 - Defined configurations of all devices (infrastructure, servers, workstations, etc.)
- Status Reporting – Monthly
- Time Reporting – Weekly hours and tasks descriptions

C. Day-to-Day support – to be provided two (2) days per week

- Maintenance of Servers
 - Monitor System Resources on each server
 - Monitor Daily Backup Operations on each server

- Monitor and Correct Operating System Errors on each server
- Review, Download and Install Microsoft Service Packs as necessary for each server
- Review, Download and Install Microsoft Security Updates as necessary for each server
- Review, Download and Install Antivirus Updates for each server
- User Administration
 - Add, Change and Delete Users to Corporate Servers
 - Maintain Security and Authentication standards for Server Users
 - Add, Change and Delete File and Share Permissions for Server Users
 - Monitor Security Log for user violations
- Additional Server support (including installation of new servers, migration of other servers, re-installation and/or upgrading of existing servers) to be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing contracted onsite technicians. Any additional resources required to meet increased time frames will be billed on a Time and Material Basis over and above the “Daily Support Contract” or added as an addendum to the “Daily Support Contract”.
- Manage Switches and Internet Routers
 - Monitor Routers and Switch for Performance
 - Maintain Cisco IOS and Configurations
- Manage Firewalls
 - Modify Firewall configurations as required
 - Update Firewall IOS as required
- Configuration, installation and support of additional Routers and Switches will be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing onsite contracted technicians.
 - Note: Any additional resources required to meet increased time frames will be completed on a Time and Material Basis over and above the “Daily Support Contract”.

Additional Services

- Additional projects, tasks or days per week will be mutually agreed upon and performed on a Time and Material basis over and above the defined contract cost.

Project Out of Scope:

- Any item not mentioned in above task list.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

VILLAGE OF WINNETKA
an Illinois municipality

PRESCIENT DEVELOPMENT, INC.
an Illinois corporation

By: _____

By: _____
Philip Greco

Its: _____

Its: CFO

Date: _____

Date: _____

Prescient Solutions Managed IT Services

2024

prescientsolutions.com

Agenda

- Introduction
 - Who is Prescient?
 - Clients
 - Expertise
- Prescient Managed Services Partner
 - Remote Managed Services
 - Part-Time On-Site
 - Full-Time On-Site
 - Hybrid
- Thank You

Who is Prescient?

- Information Technology (IT) Solutions Provider
- Headquartered in Schaumburg, IL
- Founded in 1996
- Specializing in:
 - ✓ Systems and Infrastructure Assessments
 - ✓ Vulnerability and Security Assessments
 - ✓ Project Work
 - ✓ Full-Time IT Department Support
 - ✓ Part-Time IT Support
 - ✓ Remote IT Managed Services
 - ✓ Customized Hybrid Solution
 - ✓ Cloud Computing

Prescient Partnerships

Exhibit 1



InfraGard
Partnership For Protection



Prescient Expertise

Exhibit 1

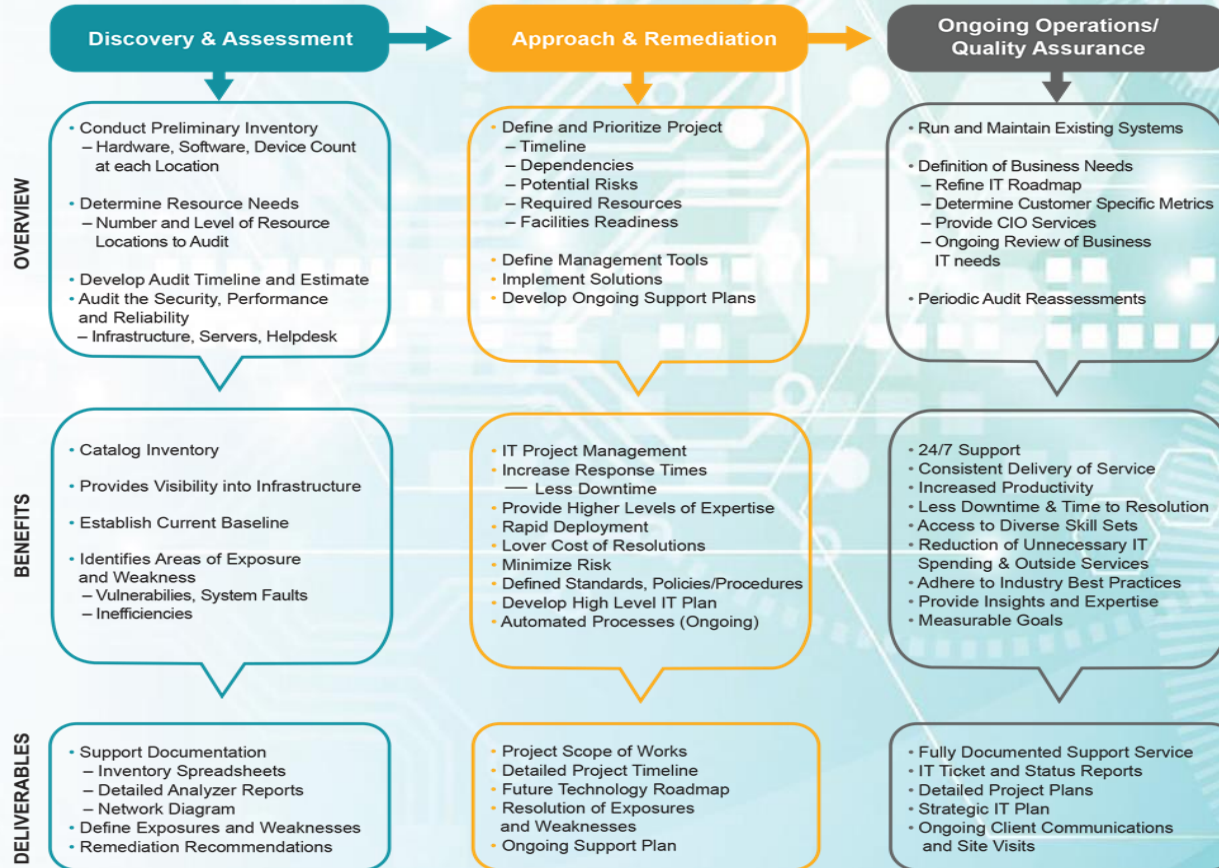


Municipality and Public Safety Experience

- Addison Fire District
- Orland Park Fire Protection District
- Red Center
- DuComm
- Will County ETSB
- MABAS
- Oak Lawn 911 Communication
- Northwest Central Dispatch
- E-COM
- West Suburban Consolidated
- Southwest Central Dispatch
- City of Country Club Hills
- Village of Flossmoor
- Village of Cary
- Village of Glencoe
- Village of Lisle
- Village of Lombard
- Village of Libertyville
- Village of Barrington
- Village of Roselle
- Village of Winnetka

Manufacturing and Non-Profit Experience

- The Academy of Nutrition and Dietetics
- Aspire of Illinois
- The Chicago Botanic Garden
- Coral Chemical
- Electri-Flex
- Principal Manufacturing
- VRC Engineered Solutions
- SWD, Inc.
- Ideal Industries
- Wight & Company
- Wall Family Enterprises (Demco)
- Erikson Institute
- InXpo (West Companies, Intrado, Notpihy)
- Illinois Tool Works (ITW)
- 10+ ITW Business Units
- The Marmon Group
- 25+ Marmon Business Units
- Association Equipment Distributors
- Bales Metal
- Eastek International
- Ziyad Brothers
- Technology Manufacturing Association (TMA)



Managed Services

Exhibit 1

- **Cost effective Remote Managed Services**

- 24x7 Monitoring of business-critical systems
- Experienced Support staff for remote T/S & resolution
- Not just MSP, but also get 'The Prescient Advantage'

- **Centralized Helpdesk**

- A Single Point of Contact for all Users in your environment
- Communicate via e-mail and/or phone 7AM to 6PM CT M-F

- **MSP Services**

- Back-up Process Management & Solutions
- Disaster Recovery as a Service (DRaaS)
- Advanced Layered Security Solutions
- Full Project Management
- Unified Communications as a Service (UCaaS) Telephony Solution and Management
- Post OEM warranty; hardware service maintenance, storage and server monitoring
- Network Device Leasing; Cloud-based hardware solutions

- **Strategic Partnership Relations**

- Webroot Master Platform Partner Certified
- Datto's Global Partner Program / Gold Tier Partner
- Cisco Partner



MSP Partnerships

Exhibit 1



Prescient On-Site Services

- **Full IT Services**

- FIXED BID
- Dedicated Onsite Engineers
- Vendor Management
- Project Subject Matter Experts
- 24 X 7 Emergency Support

- **Managed Services**

- 24 X 7 Remote Systems Monitoring and Support
- Remote Troubleshooting

- **Professional Services**

- Project Management
- Compliance Oversight
- Strategic Planning
- BCP / DR Planning
- Project Subject Matter Expertise
- Knowledge Management



Thank you!

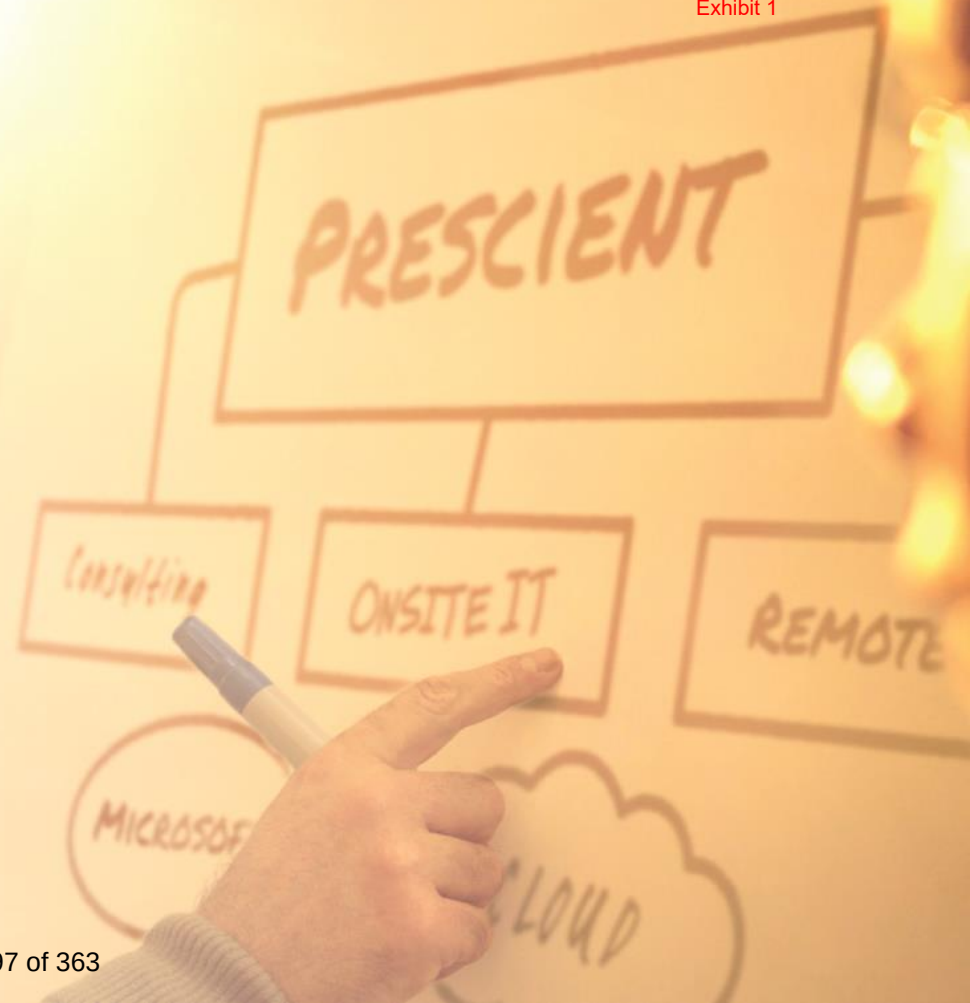
Matt Szeghy

VP of Sales

mszeghy@prescientsolutions.com

312.208.7314

www.prescientsolutions.com





Agenda Item Executive Summary

TITLE: Resolution No. R-45-2024: Ratifying the Purchase of Emergency Contracted Services with the Dimeo Brothers, Inc. for Sewer Repairs at Chatfield Road and Locust Street in the Village (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: April 16, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Fiscal Year 2024 Budget includes \$900,000 in Sanitary Sewer Fund Account No. 540-70.01-670- ("Capital Outlay")

EXECUTIVE SUMMARY:

As part of its ongoing responsibilities, the Public Works Departments maintains the Village's sanitary sewer system including emergency repairs. The majority of emergency repairs are completed by in-house staff. However, there are some situations when outsourcing repair is appropriate. Typical situations where outsourcing must be implemented include when the scope of work exceeds the capacity of our equipment, the technical nature of the work exceeds our abilities, or there is a shortage of technically proficient manpower.

On Friday, March 8th, Public Works experienced an event that met the above criteria. Staff received notice from a resident on 1000 block of Chatfield Road of a sewer back-up. The sewer main was televised, and a blockage was found near the intersection of Chatfield and Locust Street. Attempts to clear the block using rodding and jetting equipment were unsuccessful. Based on the sewer depths of nearby manholes, it was determined the depth was over 20 feet deep, which exceeds the maximum digging depth of Public Works equipment. Additionally, the location of the blockage was determined to be directly under a Water & Electric duct bank. The duct bank would require special bracing for the excavation. Last but not least, the excavation was adjacent to a water main and the depth of the excavation threatened to undermine the main. For these reasons, it was determined that it would be prudent to hire an on-call emergency repair contractor to make the repair.

Due to the possibility of property damage from a sewer backup, the blockage was deemed an emergency. The Public Works Director contacted the Village Manager for emergency authorization for the contracted repair work. The Village Manager provided authorization under his authority for the emergency purchase.

The Village is part of the Municipal Partnering Initiative (MPI) for Joint Purchases. The MPI is a competitively bid program that uses the joint purchasing power of neighboring communities to drive down expenses. Through the MPI, there is an Emergency Contracted Service Bid which the Village is

a party to. The Public Works reached out to the MPI bidders to determine their availability to make the repair. The first two contractors who were contacted did not have the technical ability to perform the repair. The third contractor, Dimeo Brothers, Inc. ("DiMeo"), had the ability to make the repair and was hired to do so. DiMeo successfully completed the repair over a two-day period and submitted a time and material invoice for the work according to the MPI contract totaling \$44,812.00. Staff was able to negotiate lower rate than was included with the MPI bid due to the work primarily taking place during standard working hours.

Funding was included in the Fiscal Year 2024 budget for point repairs within the Sanitary Sewer Operations and Maintenance budget. However to ensure that the operations and maintenance account for point repairs is not over extended, we are recommending that this repair work be paid from the Sanitary Sewer capital budget.

RECOMMENDATION:

Consider adopting Resolution No. R-45-2024: Ratifying the Purchase of Emergency Contracted with the Dimeo Brothers, Inc for Sewer Repairs at Chatfield Road and Locust Street in the Village.

ATTACHMENTS:

1. Resolution No. R-45-2024: Ratifying the Purchase of Emergency Contracted Services with the Dimeo Brothers, Inc. for Sewer Repairs

RESOLUTION NO. R-45-2024

A RESOLUTION RATIFYING THE PURCHASE OF EMERGENCY CONTRACTED SERVICES WITH THE DIMEO BROTHERS, INC. FOR SEWER REPAIRS AT CHATFIELD ROAD AND LOCUST STREET IN THE VILLAGE

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, emergency sewer repairs were needed for a water main break that occurred at the intersection of Chatfield Road and Locust Street, specifically at 840 Locust Street in the Village ("***Emergency Repair Services***"); and

WHEREAS, Village staff determined that it would threaten public health, safety, and welfare to wait to conduct the Emergency Repair Services; and

WHEREAS, DiMeo Brothers, Inc. ("***DiMeo***") was previously chosen as the lowest qualified responsible bidder through the Municipal Partnering Initiative ("***MPI***") in 2023 for emergency contractual assistance; and

WHEREAS, the Village contracted with DiMeo to conduct the Emergency Repair Services; and

WHEREAS, DiMeo provided the Village an invoice for the Emergency Repair Services in the amount of \$44,812.00 ("***Invoice***"); and

WHEREAS, the Village Council has determined it is in the best interest of the Village to ratify and approve the purchase of the Emergency Repair Services from DiMeo set forth in the Invoice;

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: RATIFICATION AND APPROVAL OF PURCHASE. The Village Council hereby ratifies and approves the purchase of Emergency Repair Services set forth in the Invoice from DiMeo, in the form attached to this Resolution as **Exhibit A**.

SECTION 3. AUTHORIZATION TO PURCHASE. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to execute the Invoice for the purchase of the Emergency Repair Services.

April 16, 2024

R-45-2024

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

ADOPTED this 16th day of April, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

INVOICE

April 16, 2024

R-45-2024

DiMeo Brothers, Inc.

720 RICHARD LANE
ELK GROVE VILLAGE IL 60007

Invoice

Date	Invoice #
3/13/2024	42870

Bill To
Village of Winnetka 510 Green Bay Road Winnetka, IL 60093

Job Location
840 Locust Winnetka

		Terms		Project	
		Net 30		Winnetka Public Wo...	
Date	Description	Qty	Rate	Amount	
	Job Location: 840 Locust Job Description: Repaired sanitary break with new 4' manhole and 6" DIP/PVC located more than 20' deep				
3/13/2024	Foreman	6	132.00	792.00	
3/13/2024	Machine operator	16	119.00	1,904.00	
3/13/2024	Machine operator:overtime	1	178.50	178.50	
3/13/2024	Machine operator	16	119.00	1,904.00	
3/13/2024	Machine operator:overtime	1	178.50	178.50	
3/13/2024	Laborer	16	106.00	1,696.00	
3/13/2024	Laborer:overtime	1	159.00	159.00	
3/13/2024	Laborer	16	106.00	1,696.00	
3/13/2024	Laborer:overtime	1	159.00	159.00	
3/13/2024	Laborer	16	106.00	1,696.00	
3/13/2024	Laborer:overtime	1	159.00	159.00	
3/13/2024	Laborer	16	106.00	1,696.00	
3/13/2024	Truck driver	16	106.00	1,696.00	
3/13/2024	Truck driver:overtime	1	159.00	159.00	
3/13/2024	Truck driver	16	106.00	1,696.00	
3/13/2024	Truck driver:overtime	1	159.00	159.00	
3/13/2024	Komatsu PC308 Excavator	17	87.00	1,479.00	
3/13/2024	Komatsu PC138 Excavator	17	87.00	1,479.00	
3/13/2024	Bobcat	17	90.00	1,530.00	
3/13/2024	Mack Semi-Truck	17	63.00	1,071.00	
3/13/2024	Mack Semi-Truck	17	63.00	1,071.00	
3/13/2024	Service Truck with tools	17	30.00	510.00	
3/13/2024	Shoring	1	3,000.00	3,000.00	
Thank you for your business.			Total		
			Balance Due		

Phone #	Fax #
8476402240	847-640-2221

DiMeo Brothers, Inc.

720 RICHARD LANE
ELK GROVE VILLAGE IL 60007

Invoice

Date	Invoice #
3/13/2024	42870

Bill To
Village of Winnetka 510 Green Bay Road Winnetka, IL 60093

Job Location
840 Locust Winnetka

Terms	Project
Net 30	Winnetka Public Wo...

Date	Description	Qty	Rate	Amount`
3/13/2024	Mobilization	1	6,000.00	6,000.00
3/13/2024	Materials Furnished Materials (including three 4' SMH risers, 6" DIP, 6" PVC, accessories, sawcutting, stone, dirt out)	1	11,939.00	11,939.00
3/13/2024	Less: Credit for Dirt Dumps to PW	-1	1,050.00	-1,050.00
	Attached: Certified Payroll			

Thank you for your business.

Total \$44,812.00

Balance Due \$44,812.00

Phone #	Fax #
8476402240	847-640-2221



Purchasing Division

**Village of Glenview
2500 East Lake Ave
Glenview, IL 60026**

October 16, 2023

ADDENDUM #1 (1 page)

RFB #220120

RFB ON: Emergency Contractual Assistance

RFB Due Date: October 20, 2023, 2:00 p.m. CST

Please note Addendum #1 is being sent to all plan-holders in order to:

- **Provide all plan-holders with the list of questions the Municipalities have received during the bid period and the answers provided by the Municipalities. (See Below Q&A)**

Question 1: Where does the spoil get dumped?

- ***Glenview: Spoil is hauled to the Public Works facility.***
- ***Lincolnwood: Spoil is hauled to the Public Works facility.***
- ***Niles: Spoil is hauled to the Public Works facility.***
- ***Highland Park: Spoils will be hauled to 1180 Half Day Rd.***
- ***Lincolnshire: Spoil is hauled to the Public Works facility.***
- ***Buffalo Grove: Spoil is hauled to the Public Works facilities.***
- ***Kenilworth: Spoil is hauled to Public Works.***
- ***Skokie: Spoil is hauled to the Public Works facility.***
- ***Morton Grove: Spoil is hauled to the Public Works facility.***
- ***Wilmette: Spoil is hauled to the Public Works facility.***
- ***Winnetka: Spoil is hauled to the Public Works facility.***

Question 2: Does the Village provide the stone backfill?

- ***Glenview: Stone backfill is provided by Village.***
- ***Lincolnwood: Stone backfill is provided by Village.***
- ***Niles: Stone backfill will be provided by the Village.***
- ***Highland Park: Stone backfill is provided by City.***
- ***Lincolnshire: Stone backfill is provided by Village.***
- ***Buffalo Grove: Stone backfill is provided by the Village.***
- ***Kenilworth: Stone backfill is provided by the Village.***
- ***Skokie: Stone backfill can be picked up at the Public Works facility.***
- ***Morton Grove: Stone backfill is provided by Village.***
- ***Wilmette: Stone backfill is provided by village.***
- ***Winnetka: Stone backfill is provided by village.***

Question 3: On the bid sheets for mobilization, this item is specific for mobilizing from the contractor's yard to the emergency repair site. How will the contractor be compensated for the actual time spent working on an emergency repair (non-mobilization time)?

- **Glenview:** Awarded contractor(s) must provide hourly rate for equipment and manpower at an hourly rate.
- **Lincolnwood:** Awarded contractor(s) must provide hourly rate for equipment and manpower at an hourly rate.
- **Niles:** Awarded contractor(s) must provide hourly rate for equipment and manpower at an hourly rate.
- **Highland Park:** Awarded contractor(s) must provide hourly rate for equipment and manpower at an hourly rate.
- **Lincolnshire:** Awarded contractor(s) must provide hourly rate for equipment and manpower at an hourly rate.
- **Buffalo Grove:** Awarded contractor(s) must provide hourly rate for equipment and manpower at an hourly rate.
- **Kenilworth:** Hourly rate must be provided for equipment and manpower at an hourly rate.
- **Skokie:** Awarded contractor(s) must provide hourly rate for equipment and manpower at an hourly rate.
- **Morton Grove:** Awarded contractor(s) must provide hourly rate for equipment and manpower at an hourly rate.
- **Wilmette:** Awarded contractor(s) must provide hourly rate for equipment and manpower at an hourly rate.
- **Winnetka:** Awarded contractor(s) must provide hourly rate for equipment and manpower at an hourly rate, union wage rates.

Question 4: Can all the municipalities confirm what materials they will be supplying?

- **Glenview:** All materials for repairs will be provided by the Village of Glenview.
- **Lincolnwood:** All materials for repairs will be provided by the Village of Lincolnwood.
- **Niles:** Materials for repairs will be provided by the Village of Niles.
- **Highland Park:** Stone will be the only material provided.
- **Lincolnshire:** All materials for repairs will be provided by the Village.
- **Buffalo Grove:** All materials for repairs will be provided by the Village of Buffalo Grove.
- **Kenilworth:** The Village provides all materials for repairs.
- **Skokie:** All materials for repairs will be provided by the Village of Skokie.
- **Morton Grove:** All materials for repairs will be provided by the Village.
- **Wilmette:** All materials for repairs will be provided by the Village of Wilmette.
- **Winnetka:** All materials for repairs will be provided by the Village.

Question 5: Will permits be supplied by the municipalities?

- **Glenview:** Permits are not needed for emergency repair services.
- **Lincolnwood:** Permits are not needed for emergency repair services.
- **Niles:** Permit are not needed for emergency repairs.
- **Highland Park:** Permits will be filled out and supplied by the City.
- **Lincolnshire:** Permits are not needed for emergency repair services.
- **Buffalo Grove:** Permits are not needed for emergency repair services from the Village of Buffalo Grove. If permits are required from State or County agencies as a result of the work, the Village will make all necessary applications however the contractor may be required to post a bond.

- **Kenilworth:** No permits for emergency work.
- **Skokie:** No permits are required for contractors working for the Village in public right-of-way.
- **Morton Grove:** Permits are not needed for emergency repair services.
- **Wilmette:** Permits are not needed for emergency repair services.
- **Winnetka:** Permits are not needed for emergency repair services.

Question 6: If water is needed will this be supplied by the municipalities?

- **Glenview:** If needed, yes.
- **Lincolnwood:** If needed, yes, and the Village will supply a hydrant meter for accountability only – no water use charge to the contractor.
- **Niles:** Yes.
- **Highland Park:** Yes, the City will provide water to the contractor.
- **Lincolnshire:** If needed, yes, however, this seldomly occurs.
- **Buffalo Grove:** If needed, yes, however, this seldomly occurs.
- **Kenilworth:** Water is always available if needed.
- **Skokie:** Yes.
- **Morton Grove:** Yes.
- **Wilmette:** If needed, yes, however, this seldomly occurs.
- **Winnetka:** If needed, yes if hydrants are in the vicinity or contractor has a water tanker.

Please include a copy of this document in your proposal submittal.

Sincerely,

Zhanna Badasyan
Village of Glenview
Assistant to the Village Manager

Acknowledged and Accepted 220120-1:

Signature:
Company:


James Brinkman Inc

END ADDENDUM #1



Purchasing Division

Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

October 18, 2023

ADDENDUM #2 (2 page)

RFB #220120

RFB ON: Emergency Contractual Assistance

RFB Due Date: October 20, 2023, 2:00 p.m. CST

Please note Addendum #2 is being sent to all plan-holders in order to:

- Provide the following clarifications, revisions, and additions to the bid documents.

On page 2 of the legal notice, the bid bond requirement has been omitted. A bid bond is not required for this project. Page 2 of the RFB bid document has been replaced with the attached. Please see attached legal notice with revised language.

Please include a copy of this document in your proposal submittal.

Sincerely,

Zhanna Badasyan
Village of Glenview
Assistant to the Village Manager

Signature:

Company:

Acknowledged and Accepted 220120-2.

END ADDENDUM #2



Purchasing Division

Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

October 19, 2023

INFORMATIONAL ADDENDUM #3 (1 page)

RFB #220120

RFB ON: Emergency Contractual Assistance

RFB Due Date: October 20, 2023, 2:00 p.m. CST

Please note Addendum #3 is being sent to all plan-holders in order to:

- Provide the following clarifications, revisions, and additions to the bid documents.

Suppliers are not required to enter a base bid amount in DemandStar as this bid is based on hourly rates. It is acceptable to enter \$0 in DemandStar.

Sincerely,

Zhanna Badasyan
Village of Glenview
Assistant to the Village Manager

END ADDENDUM #3



10/19/2023

LEGAL NOTICE

Official notice is hereby given that the Village will receive bids electronically via DemandStar until 2:00 p.m. local time on October 20, 2023. The bid opening will be held virtually via Teams. Please use the following information to join the bid opening via Teams on October 20, 2023 at 2:00 p.m. local time:

Website/URL: https://teams.microsoft.com/join/19%3ameeting_MTc4ZTYxMjktNjM4Zi00ZWE1LWFkZTltYTZhNTM0ZjdYVWVi%40thread.v2/0?content=%7b%22Tid%22%3a%2214d38c91-cb78-4c0d-96af-af7f0e97e4bb%22%2c%22Oid%22%3a%22afbd3b4-0822-44c4-95fd-03fa03b7a9e5%22%7d

Meeting ID: 237 127 533 325 ; Passcode: WFTHZs
Telephone: +1 872-240-8966; Phone Conference ID: 887 835 229#

RFB NO: 220120

**RFB ON: EMERGENCY CONTRACTUAL ASSISTANCE FOR
THE MUNICIPALITIES OF: HIGHLAND PARK, BUFFALO GROVE, GLENVIEW,
KENILWORTH, LINCOLNSHIRE, WILMETTE, LINCOLNWOOD, SKOKIE, NILES, MORTON
GROVE & WINNETKA**

Scope of work: Providing emergency contractual assistance for water main and sewer repairs requiring excavating.

Plans, specifications, and bid forms may be obtained through DemandStar, the Village's purchasing website (<https://www.glenview.il.us/government/Pages/Purchasing.aspx>), or by calling (847) 904-4336. Plans, specifications, and bid forms will be provided electronically.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Board of Trustees.

Any Bid submitted unsigned, **via mail, via in person delivery**, via fax, via email or received subsequent to the aforementioned date and time, **may be disqualified and returned to the bidder.**

The Municipalities reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Dated: 10/18/2023
Zhanna Badasyan
Assistant to the Village Manager

RFB # 220120
2:00 PM
Emergency Contractual Assistance

1

Due: October 20, 2023

REQUEST FOR BIDS

RFB # 220120

BID DOCUMENTS AND SPECIFICATIONS

EMERGENCY CONTRACTUAL ASSISTANCE

FOR THE MUNICIPALITIES OF:

BUFFALO GROVE, GLENVIEW, KENILWORTH, LINCOLNSHIRE,
NILES, LINCOLNWOOD, WILMETTE, SKOKIE, MORTON GROVE,
HIGHLAND PARK & WINNETKA



The Village of •
Glenview

VILLAGE OF GLENVIEW
2500 EAST LAKE AVENUE
GLENVIEW, IL 60026
(847) 724-1700

LEGAL NOTICE

Official notice is hereby given that the Village will receive bids electronically via DemandStar until 2:00 p.m. local time on October 20, 2023. The bid opening will be held virtually via Teams. Please use the following information to join the bid opening via Teams on October 20, 2023 at 2:00 p.m. local time:

Website/URL: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTc4ZTYxMjktNjM4Zi00ZWE1LWFkZTltYTZhNTM0ZjdYVWVi%40thread.v2/0?context=%7b%22Tid%22%3a%2214d38c91-cb78-4c0d-96af-af7f0e97e4bb%22%2c%22Oid%22%3a%22afdbc3b4-0822-44c4-95fd-03fa03b7a9e5%22%7d

Meeting ID: 237 127 533 325 ; Passcode: WFTHZs
Telephone: +1 872-240-8966; Phone Conference ID: 887 835 229#

RFB NO: 220120

**RFB ON: EMERGENCY CONTRACTUAL ASSISTANCE FOR
THE MUNICIPALITIES OF: HIGHLAND PARK, BUFFALO GROVE, GLENVIEW, KENILWORTH,
LINCOLNSHIRE, WILMETTE, LINCOLNWOOD, SKOKIE, NILES, MORTON GROVE & WINNETKA**

Scope of work: Providing emergency contractual assistance for water main and sewer repairs requiring excavating.

Plans, specifications, and bid forms may be obtained through DemandStar, the Village's purchasing website (<https://www.glenview.il.us/government/Pages/Purchasing.aspx>), or by calling (847) 904-4336. Plans, specifications, and bid forms will be provided electronically.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).

All bids shall be accompanied by a Bid Bond for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid. **A scanned copy of the bid bond must be included in the pdf file submission. The original bid bond must be mailed to the Village Hall, 2500 East Lake Avenue, Glenview, IL 60025 attention Purchasing Manager. The Village recommends using certified or priority mail options in order to have a tracking number.**

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Board of Trustees.

Any Bid submitted unsigned, **via mail, via in person delivery**, via fax, via email or received subsequent to the aforementioned date and time, **may be disqualified and returned to the bidder.**

The Municipalities reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Dated: 10/06/2023
Zhanna Badasyan
Assistant to the Village Manager



Village of Glenview
2500 East Lake Avenue
Glenview, IL 60026

SUBMISSION INFORMATION

DUE DATE: October 20, 2023
TIME: 2:00 P.M. Local Time
LOCATION: Teams

REQUEST FOR BID INFORMATION

Company Name: Dimeo Bros Inc
Address: 720 Richard Lane
City, State, Zip Code: Buff Grove Village IL 60007
Contact Person: John Dimeo

EMERGENCY CONTRACTUAL ASSISTANCE - per the specifications identified herein

Table One – Mobilization Costs and Response Time for the Village of Buffalo Grove

Equipment/Laborer	January 1, 2024 to December 31, 2024		January 1, 2025 to December 31, 2025		January 1, 2026 to December 31, 2026	
	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)
Small Back Hoe + Operator	\$ 300	4	\$ 325 -	4	\$ 350	4
Large Back Hoe + Operator	\$ 500	4	\$ 525 -	4	\$ 550	4
Single Axle Dump Truck + Driver	\$ 250	4	\$ 275 -	4	\$ 300	4
Tandem Axle Dump Truck + Driver	\$ 300	4	\$ 325 -	4	\$ 350	4
Semi Dump Truck + Driver	\$ 300	4	\$ 325 -	4	\$ 350	4
Sewer Flusher + Operator	\$ 750	4	\$ 775 -	4	\$ 800	4
Combination Rodder/Vacuum Truck + Operator	\$ 1000	4	\$ 1025 -	4	\$ 1050 -	4
Trench Box	\$ 750	4	\$ 775 -	4	\$ 800 -	4
Laborer	\$ 175	4	\$ 200 -	4	\$ 225	4
Foreman	\$ 200	4	\$ 225 -	4	\$ 250	4
Average						

Table Two – Mobilization Costs and Response Time for the Village of Glenview

Equipment/Laborer	January 1, 2024 to December 31, 2024		January 1, 2025 to December 31, 2025		January 1, 2026 to December 31, 2026	
	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)
Small Back Hoe + Operator	\$ 290	2	\$ 315	2	\$ 340	2
Large Back Hoe + Operator	\$ 500	2	\$ 525	2	\$ 550	2
Single Axle Dump Truck + Driver	\$ 240	2	\$ 265	2	\$ 290	2
Tandem Axle Dump Truck + Driver	\$ 255	2	\$ 275	2	\$ 300	2
Semi Dump Truck + Driver	\$ 275	2	\$ 300	2	\$ 325	2
Sewer Flusher + Operator	\$ 700 -	2	\$ 725	2	\$ 750	2
Combination Rodder/Vacuum Truck + Operator	\$ 750	2	\$ 775	2	\$ 800	2
Trench Box	\$ 600	2	\$ 625	2	\$ 650	2
Laborer	\$ 175	2	\$ 200	2	\$ 225	2
Foreman	\$ 200	2	\$ 225	2	\$ 250	2

Table Five – Mobilization Costs and Response Time for the Village of Wilmette

Equipment/Laborer	January 1, 2024 to December 31, 2024		January 1, 2025 to December 31, 2025		January 1, 2026 to December 31, 2026	
	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)
Small Back Hoe + Operator	\$ 290	2	\$ 315	2	\$ 340	2
Large Back Hoe + Operator	\$ 500	2	\$ 525	2	\$ 550	2
Single Axle Dump Truck + Driver	\$ 240	2	\$ 265	2	\$ 290	2
Tandem Axle Dump Truck + Driver	\$ 255	2	\$ 275	2	\$ 300	2
Semi Dump Truck + Driver	\$ 275	2	\$ 300	2	\$ 325	2
Sewer Flusher + Operator	\$ 700	2	\$ 725	2	\$ 750	2
Combination Rodder/Vacuum Truck + Operator	\$ 750	2	\$ 775	2	\$ 800	2
Trench Box	\$ 600	2	\$ 625	2	\$ 650	2
Laborer	\$ 175	2	\$ 200	2	\$ 225	2
Foreman	\$ 200	2	\$ 225	2	\$ 250	2
Average						

Table Six – Mobilization Costs and Response Time for the Village of Lincolnwood

Equipment/Laborer	January 1, 2024 to December 31, 2024		January 1, 2025 to December 31, 2025		January 1, 2026 to December 31, 2026	
	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)
Small Back Hoe + Operator	\$ 290	2	\$ 315	2	\$ 340	2
Large Back Hoe + Operator	\$ 500	2	\$ 525	2	\$ 550	2
Single Axle Dump Truck + Driver	\$ 240	2	\$ 265	2	\$ 290	2
Tandem Axle Dump Truck + Driver	\$ 255	2	\$ 275	2	\$ 300	2
Semi Dump Truck + Driver	\$ 275	2	\$ 300	2	\$ 325	2
Sewer Flusher + Operator	\$ 700	2	\$ 725	2	\$ 750	2
Combination Rodder/Vacuum Truck + Operator	\$ 750	2	\$ 775	2	\$ 800	2
Trench Box	\$ 600	2	\$ 625	2	\$ 650	2
Laborer	\$ 175	2	\$ 200	2	\$ 225	2
Foreman	\$ 200	2	\$ 225	2	\$ 250	2
Average						

Average						
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Table Three – Mobilization Costs and Response Time for the Village of Kenilworth

Equipment/Laborer	January 1, 2024 to December 31, 2024		January 1, 2025 to December 31, 2025		January 1, 2026 to December 31, 2026	
	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)
Small Back Hoe + Operator	\$ 290	2	\$ 315	2	\$ 340	2
Large Back Hoe + Operator	\$ 500	2	\$ 525	2	\$ 550	2
Single Axle Dump Truck + Driver	\$ 240	2	\$ 265	2	\$ 290	2
Tandem Axle Dump Truck + Driver	\$ 255	2	\$ 275	2	\$ 300	2
Semi Dump Truck + Driver	\$ 275	2	\$ 300	2	\$ 325	2
Sewer Flusher + Operator	\$ 700	2	\$ 725	2	\$ 750	2
Combination Rodder/Vacuum Truck + Operator	\$ 750	2	\$ 775	2	\$ 800	2
Trench Box	\$ 600	2	\$ 625	2	\$ 650	2
Laborer	\$ 175	2	\$ 200	2	\$ 225	2
Foreman	\$ 200	2	\$ 225	2	\$ 250	2
Average						

Table Four – Mobilization Costs and Response Time for the Village of Lincolnshire

Equipment/Laborer	January 1, 2024 to December 31, 2024		January 1, 2025 to December 31, 2025		January 1, 2026 to December 31, 2026	
	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)
Small Back Hoe + Operator	\$ 290	2	\$ 315	2	\$ 340	2
Large Back Hoe + Operator	\$ 500	2	\$ 525	2	\$ 550	2
Single Axle Dump Truck + Driver	\$ 240	2	\$ 265	2	\$ 290	2
Tandem Axle Dump Truck + Driver	\$ 255	2	\$ 275	2	\$ 300	2
Semi Dump Truck + Driver	\$ 275	2	\$ 300	2	\$ 325	2
Sewer Flusher + Operator	\$ 700	2	\$ 725	2	\$ 750	2
Combination Rodder/Vacuum Truck + Operator	\$ 750	2	\$ 775	2	\$ 800	2
Trench Box	\$ 600	2	\$ 625	2	\$ 650	2
Laborer	\$ 175	2	\$ 200	2	\$ 225	2
Foreman	\$ 200	2	\$ 225	2	\$ 250	2
Average						

Table Seven – Mobilization Costs and Response Time for the Village of Skokie

Equipment/Laborer	January 1, 2024 to December 31, 2024		January 1, 2025 to December 31, 2025		January 1, 2026 to December 31, 2026	
	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)
Small Back Hoe + Operator	\$ 290	2	\$ 315	2	\$ 340	2
Large Back Hoe + Operator	\$ 500	2	\$ 525	2	\$ 550	2
Single Axle Dump Truck + Driver	\$ 240	2	\$ 265	2	\$ 290	2
Tandem Axle Dump Truck + Driver	\$ 255	2	\$ 275	2	\$ 300	2
Semi Dump Truck + Driver	\$ 275	2	\$ 300	2	\$ 325	2
Sewer Flusher + Operator	\$ 700	2	\$ 725	2	\$ 750	2
Combination Rodder/Vacuum Truck + Operator	\$ 750	2	\$ 775	2	\$ 800	2
Trench Box	\$ 600	2	\$ 625	2	\$ 650	2
Laborer	\$ 175	2	\$ 200	2	\$ 225	2
Foreman	\$ 200	2	\$ 225	2	\$ 250	2
Average						

Table Eight – Mobilization Costs and Response Time for the Village of Morton Grove

Equipment/Laborer	January 1, 2024 to December 31, 2024		January 1, 2025 to December 31, 2025		January 1, 2026 to December 31, 2026	
	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)
Small Back Hoe + Operator	\$ 290	2	\$ 315	2	\$ 340	2
Large Back Hoe + Operator	\$ 500	2	\$ 525	2	\$ 550	2
Single Axle Dump Truck + Driver	\$ 240	2	\$ 265	2	\$ 290	2
Tandem Axle Dump Truck + Driver	\$ 255	2	\$ 275	2	\$ 300	2
Semi Dump Truck + Driver	\$ 275	2	\$ 300	2	\$ 325	2
Sewer Flusher + Operator	\$ 700	2	\$ 725	2	\$ 750	2
Combination Rodder/Vacuum Truck + Operator	\$ 750	2	\$ 775	2	\$ 800	2
Trench Box	\$ 600	2	\$ 625	2	\$ 650	2
Laborer	\$ 175	2	\$ 200	2	\$ 225	2
Foreman	\$ 200	2	\$ 225	2	\$ 250	2
Average						

Table Nine – Mobilization Costs and Response Time for the Village of Winnetka

Equipment/Laborer	January 1, 2024 to December 31, 2024		January 1, 2025 to December 31, 2025		January 1, 2026 to December 31, 2026	
	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)
Small Back Hoe + Operator	\$ 290	2	\$ 315	2	\$ 340	2
Large Back Hoe + Operator	\$ 500	2	\$ 525	2	\$ 550	2
Single Axle Dump Truck + Driver	\$ 240	2	\$ 265	2	\$ 290	2
Tandem Axle Dump Truck + Driver	\$ 255	2	\$ 275	2	\$ 300	2
Semi Dump Truck + Driver	\$ 275	2	\$ 300	2	\$ 325	2
Sewer Flusher + Operator	\$ 700	2	\$ 725	2	\$ 750	2
Combination Rodder/Vacuum Truck + Operator	\$ 750	2	\$ 775	2	\$ 800	2
Trench Box	\$ 600	2	\$ 625	2	\$ 650	2
Laborer	\$ 175	2	\$ 200	2	\$ 225	2
Foreman	\$ 200	2	\$ 225	2	\$ 250	2
Average						

Table Ten – Mobilization Costs and Response Time for the Village of Niles

Equipment/Laborer	January 1, 2024 to December 31, 2024		January 1, 2025 to December 31, 2025		January 1, 2026 to December 31, 2026	
	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)
Small Back Hoe + Operator	\$ 290	2	\$ 315	2	\$ 340	2
Large Back Hoe + Operator	\$ 500	2	\$ 525	2	\$ 550	2
Single Axle Dump Truck + Driver	\$ 240	2	\$ 265	2	\$ 290	2
Tandem Axle Dump Truck + Driver	\$ 255	2	\$ 275	2	\$ 300	2
Semi Dump Truck + Driver	\$ 275	2	\$ 300	2	\$ 325	2
Sewer Flusher + Operator	\$ 700	2	\$ 725	2	\$ 750	2
Combination Rodder/Vacuum Truck + Operator	\$ 750	2	\$ 775	2	\$ 800	2
Trench Box	\$ 600	2	\$ 625	2	\$ 650	2
Laborer	\$ 175	2	\$ 200	2	\$ 225	2
Foreman	\$ 200	2	\$ 225	2	\$ 250	2
Average						

Table Eleven – Mobilization Costs and Response Time for the City of Highland Park

Equipment/Laborer	January 1, 2024 to December 31, 2024		January 1, 2025 to December 31, 2025		January 1, 2026 to December 31, 2026	
	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)
Small Back Hoe + Operator	\$ 290	2	\$ 315	2	\$ 340	2
Large Back Hoe + Operator	\$ 500	2	\$ 525	2	\$ 550	2
Single Axle Dump Truck + Driver	\$ 240	2	\$ 265	2	\$ 290	2
Tandem Axle Dump Truck + Driver	\$ 255	2	\$ 275	2	\$ 300	2
Semi Dump Truck + Driver	\$ 275	2	\$ 300	2	\$ 325	2
Sewer Flusher + Operator	\$ 700	2	\$ 725	2	\$ 750	2
Combination Rodder/Vacuum Truck + Operator	\$ 750	2	\$ 775	2	\$ 800	2
Trench Box	\$ 600	2	\$ 625	2	\$ 650	2
Laborer	\$ 175	2	\$ 200	2	\$ 225	2
Foreman	\$ 200	2	\$ 225	2	\$ 250	2
Average						

Table Twelve – Hourly rate for all Municipalities from January 1, 2024 to December 31, 2024

(Includes equipment and labor per the Special Terms and Conditions Section and the Specifications Section)

Equipment/Laborer	Labor and Equipment Rates per Hour			
	Weekdays 7:00 am - 5:00 pm	Weekdays 5:00 pm - 7:00 am	Saturdays	Sundays & Holidays
Small Back Hoe + Operator	\$ 290	\$ 435	\$ 435	\$ 580
Large Back Hoe + Operator	\$ 500	\$ 750	\$ 750	\$ 1,000
Single Axle Dump Truck + Driver	\$ 240	\$ 360	\$ 360	\$ 480
Tandem Axle Dump Truck + Driver	\$ 255	\$ 382.-	\$ 382.-	\$ 510
Semi Dump Truck + Driver	\$ 275	\$ 412.50	\$ 412.50	\$ 550
Sewer Flusher + Operator	\$ 700	\$ 1,050	\$ 1,050	\$ 1,400
Combination Rodder / Vacuum Truck + Operator	\$ 750	\$ 1,100	\$ 1,100	\$ 1,500
Trench Box	\$ 600	\$ 900	\$ 900	\$ 1,200
Laborer	\$ 175	\$ 262.50	\$ 262.50	\$ 350
Foreman	\$ 200	\$ 300	\$ 300	\$ 400
Total	\$ 3,985	\$ 5,902	\$ 5,902	\$ 7,970

Table Thirteen – Hourly rate for all Municipalities from January 1, 2025 to December 31, 2025

(Includes equipment and labor per the Special Terms and Conditions Section and the Specifications Section)

Equipment/Laborer	Labor and Equipment Rates per Hour			
	Weekdays 7:00 am - 5:00 pm	Weekdays 5:00 pm - 7:00 am	Saturdays	Sundays & Holidays
Small Back Hoe + Operator	\$ 315	\$ 472.50	\$ 472.50	\$ 630
Large Back Hoe + Operator	\$ 525	\$ 787.50	\$ 787.50	\$ 1,050
Single Axle Dump Truck + Driver	\$ 265	\$ 397.50	\$ 397.50	\$ 530
Tandem Axle Dump Truck + Driver	\$ 275	\$ 412.50	\$ 412.50	\$ 550
Semi Dump Truck + Driver	\$ 300	\$ 450	\$ 450	\$ 600
Sewer Flusher + Operator	\$ 725	\$ 1,087.50	\$ 1,087.50	\$ 1,450
Combination Rodder / Vacuum Truck + Operator	\$ 775	\$ 1,162.50	\$ 1,162.50	\$ 1,550
Trench Box	\$ 625	\$ 900	\$ 900	\$ 1,250
Laborer	\$ 200	\$ 300	\$ 300	\$ 400
Foreman	\$ 225	\$ 337.50	\$ 337.50	\$ 450
Total	\$ 4,230	\$ 6,307.50	\$ 6,307.50	\$ 8,460

Table Fourteen – Hourly rate for all Municipalities from January 1, 2026 to December 31, 2026

(Includes equipment and labor per the Special Terms and Conditions Section and the Specifications Section)

Equipment/Laborer	Labor and Equipment Rates per Hour			
	Weekdays 7:00 am - 5:00 pm	Weekdays 5:00 pm - 7:00 am	Saturdays	Sundays & Holidays
Small Back Hoe + Operator	\$ 340	\$ 510	\$ 510	\$ 680
Large Back Hoe + Operator	\$ 550	\$ 825	\$ 825	\$ 1,100
Single Axle Dump Truck + Driver	\$ 290	\$ 435	\$ 435	\$ 580
Tandem Axle Dump Truck + Driver	\$ 300	\$ 450	\$ 450	\$ 600
Semi Dump Truck + Driver	\$ 325	\$ 487.50	\$ 487.50	\$ 650
Sewer Flusher + Operator	\$ 750	\$ 1,125	\$ 1,125	\$ 1,500
Combination Rodder / Vacuum Truck + Operator	\$ 800	\$ 1,200	\$ 1,200	\$ 1,600
Trench Box	\$ 650	\$ 975	\$ 975	\$ 1,300
Laborer	\$ 225	\$ 337.50	\$ 337.50	\$ 450
Foreman	\$ 250	\$ 375	\$ 375	\$ 500
Total	\$ 4,480	\$ 6,720	\$ 6,720	\$ 8,960

1. Please provide the hours for which premium time, double time, and holiday time are paid (e.g., Weekdays from 5:00 pm to 7:00 am, Saturdays, Sundays)

Premium time - 5:00 p.m. to 7:00 a.m.

Holiday time - All day

2. Please provide the minimum number of hours that you will charge per overtime callout

8 Hours

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.
NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids electronically through DemandStar ONLY. Any bid not submitted electronically via DemandStar may be rejected as non-responsive.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 5 % 10 DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E.1 or 33E.4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: [Redacted] Company Name: Dimeo Bids Inc
Typed/Printed Name: [Redacted] Date: 10-20-2023
Title: Secy. [Redacted] Telephone Number: 847-640-2240
E-mail: john@dimeobids.com Fax Number: 847-640-2221

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: Village of Elmwood Park
Address: 11 Corn Parkway
City, State, Zip Code: Elmwood Park IL 60707
Contact Person/
Telephone Number: Dino Braglia 908-452-7300
Dates of Service/Award
Amount: 6/2022 - 9/2022 \$ 1,119,375

Municipality: Village of Glenae
Address: 675 Village ct
City, State, Zip Code: Glenae IL 60022

Contact Person/Telephone
Number: David mau 847-835-4111
Dates of Service/Award
Amount: 10/2019 - 10/2020 \$ 608,970

Agency: Village of Libertyville
Address: 118 W Oak Ave
City, State, Zip Code: Libertyville IL 60048
Contact Person/
Telephone Number: Paul Kondzior 847-918-2016
Dates of Service/Award
Amount: 4/2023 \$ 16,930

Agency: Village of Lincolnwood
Address: 6900 N. Lincoln Ave
City, State, Zip Code: Lincolnwood IL 60712
Contact Person/
Telephone Number: Andrew Letson 847-673-1540
Dates of Service/Award
Amount: 10/2019 - 11/2020 \$ 3,953,949

Agency: City of Lake Forest
Address: 800 N Field Dr
City, State, Zip Code: Lake Forest IL 60045
Contact Person/
Telephone Number: Bernard Pondexter 847-234-2600
Dates of Service/Award
Amount: 5/2022 - 8/2023 \$ 4,827,778

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

NON-COLLUSION AFFIDAVIT AND CERTIFICATION STATEMENT

John Dimeo, being first duly sworn,

deposes and says that he is Secretary
(Partner, Officer, Owner, Etc.)

of Dimeo Bros Inc
(Contractor)

The party making the foregoing bid or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

[Redacted Signature]

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 20 day of October, 2023

[Redacted Signature]

Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

Dime Bros Inc

, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Glenview.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid.

[Redacted Signature]

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 20 day of October, 2023

[Redacted Signature]

Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

John Dimeo, being first duly sworn,

deposes and says that he is Secretary
(Partner, Officer, Owner, Etc.)

of Dimeo Bros Inc
(Contractor)

The individual or entity making the foregoing bid or bid certifies that he is not barred from contracting with the Village of Glenview because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

[REDACTED]
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 20 day of October, 2023

[REDACTED]
Notary Public

OFFICIAL SEAL
CAMILLE BARTYZEL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/31/23

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

NONE

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

John Dimeo, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is Secretary
(Partner, Officer, Owner, Etc.)

of Dimeo Bros Inc
(Contractor)

The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or SubContractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

[Redacted Signature]

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 20 day of October, 2023

[Redacted Signature]

Notary Public

NOTARY
STATE OF ILLINOIS

COMMISSION EXPIRES: 10/31/23

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

GENERAL TERMS AND CONDITIONS

1. INTENT

The Village of Buffalo Grove ("Buffalo Grove"), the Village of Glenview ("Glenview"), the Village of Kenilworth ("Kenilworth"), the Village of Lincolnshire ("Lincolnshire"), the Village of Lincolnwood ("Lincolnwood"), the Village of Niles ("Niles"), the Village of Morton Grove ("Morton Grove"), the Village of Skokie ("Skokie"), the City of Highland Park ("Highland Park"), the Village of Wilmette ("Wilmette"), and the Village of Winnetka ("Winnetka"), (collectively, "Municipality" or "Municipalities") intend to jointly bid emergency contractual assistance and award to a primary contractor ("Bidder" or "Contractor") within each Municipality and at a minimum two (2) alternate/backup providers per Municipality.

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Glenview is conducting the bidding process on behalf of the Municipalities. Each Municipality's manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

The work performed shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

Submissions shall include, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work within the last three (3) years. At a minimum, reference submissions shall include municipal references.

2. BID PRICE

The Contractor shall provide pricing and labor rates for mobilization and equipment pricing per the specifications identified herein.

3. PRE-BID MEETING

NON-MANDATORY PRE-BID MEETING WILL BE HELD ON OCTOBER 12, 2023 AT 2:00PM AT THE PUBLIC WORKS LUNCH ROOM LOCATED AT 2498 EAST LAKE AVENUE, GLENVIEW, IL 60026.

4. TERM

The term of this Agreement shall be three (3) years from the date of award. The Municipalities reserve the right to renew this contract for three (3) additional one (1) year periods or one (1) additional three (3) year period, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement. At the end of any subsequent contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

5. ESCALATION

Written requests for price revisions after the initial term shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to the CPI- All Urban Consumers, Chicago or 2% whichever is less. CPI will be based upon the average of the previous twelve months, non-seasonal adjusted.

The final increase is up to the Municipalities' discretion. Written requests for price revisions after the initial period shall be submitted at least sixty (60) days in advance of the annual contract period.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each Municipality; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

The Municipalities reserve the right to reject any request for a subsequent term price increase and terminate the Agreement.

5. AWARD

Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications

including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The Municipalities reserve the right to award in part or in whole, not to award any portion of the bid, and to award to multiple contractors (see General Terms and Conditions, Section 1. **Intent** in whatever manner the Municipalities deem to be in their best interest.

No work shall be awarded to a bidder that is in arrears or is in default to any Municipality for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to a Municipality, or that has failed to perform satisfactorily any previous contract with, or work for, a Municipality.

6. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This Agreement shall cover the Municipalities' requirements whether more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, whatever deems to be in their best interest.

In the event the selected Contractor(s) is unavailable, the Municipalities reserve the right to use whatever resources are available to minimize and/or mitigate damages to their respective Municipality.

7. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that Glenview shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended Term or Terms of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Contractor and Municipality.

The Contractor shall provide the other Municipalities with all documentation as required in this RFB, and as otherwise required by Glenview, including, but not limited to:

- Certificate of insurance naming each other Municipality as an additional insured
- Certified payrolls to the other Municipality for work performed

8. RESERVATION OF RIGHTS

Each Municipality reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Municipality and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject, and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Municipalities opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Municipalities shall not be considered an alteration of the bids.

9. DOCUMENT OBTAINED FROM OTHER SOURCES

Glenview is the only official source for bid packages and supporting materials. Registration with Glenview is the only way to ensure bidders receive all Addenda and other Notices concerning this project. Glenview cannot ensure that bidders who obtain bid packages from sources other than Glenview will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at Glenview's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, Glenview will NOT rebid the project absent extraordinary circumstances.

10.ADDITIONAL INFORMATION

Bidders requiring additional information shall submit questions via email to: purchasing@glenview.il.us no later than 4:30 P.M. on October 13, 2023.

ANY and ALL changes to this RFB are valid only if they are included in a written Addendum from Glenview to all Bidders. Glenview will make no interpretation of the meaning of the plans, specifications or other documents orally. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from its obligations under this section. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Bidder to improperly submit a bid.

Glenview recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Bidders are therefore requested to make the best possible use of the information provided, without the expectation that Glenview will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

11.CONTACT WITH MUNICIPAL PERSONNEL

Bidders are prohibited from making any contact with any Municipality's elected or appointed officials, or any other official or employee of a Municipality (collectively, "Municipal Personnel") with regard to the RFB, other than in the manner and to the person(s) designated herein. The Glenview Village Manager reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the RFB. Additionally, if the Glenview Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for investigation and prosecution.

12.DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST

Each Municipality's Code of Ethics prohibits Municipal Personnel from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Municipalities require all Bidders, including owners or employees, to investigate whether a potential or actual conflict of interest exists between the Bidder and any Municipality, and its Municipal Personnel. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the Municipal Personnel with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow Glenview to take appropriate measures to ensure the fairness of the bidding process.

Glenview requires all bidders to submit a certification, enclosed with this RFB, that the Bidder has conducted the foregoing investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if a Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

13.SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

14.PREVAILING WAGE

All work herein is subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the performance of same. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed prevailing wage information prior to the date of the contract shall be in force for the duration of the contract.

For municipalities located within Cook County, work shall be pursuant to the Prevailing Wage Schedule for Cook County. For municipalities located in Lake County, work shall be pursuant to the Prevailing Wage Schedule for Lake County.

15.CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Increased penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act have increased from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

16.EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et seq.)

Pursuant to 30 ILCS 570/0.01 *et seq.*, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with Glenview's Purchasing Analyst.

17.ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event of the Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

18.SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT

Contractor shall comply with the provisions of 820 ILCS 265/1, *et seq.*, which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public.

19.TOXIC SUBSTANCES DISCLOSURES

Each Bidder must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

20.DEFINITIONS

23.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids or Unit Prices.

23.2 **Option Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.

23.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents.

The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

23.4 **Option Price** is a base bid price that may be accepted in lieu of the base bid.

21.RESPONSIVE BID

24.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

24.2 Bidders shall promptly notify Glenview of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

22.MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, they cannot be changed or withdrawn unless requested in writing and approved by Glenview.

23.INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

26.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

26.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

26.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

26.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$ 1,000,000
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26.5 Contractor agrees that with respect to the above required insurance:

26.5.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

26.5.2 To provide separate endorsements: to name each **Municipality** as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.

26.5.3 The Contractor's insurance shall be primary in the event of a claim.

26.5.4 Each **Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

26.5.5 A **Certificate of Insurance** that states the each **Municipality** has been endorsed as an "additional insured" by the Contractor's insurance carrier. Specifically, this **Certificate must** include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

26.6 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, Glenview may purchase such insurance coverages and charge the expense thereof to the Contractor.

24.HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Municipalities of the and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipalities its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

25.CHANGE IN STATUS

Contractor shall notify Glenview and each Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Glenview and each Municipality shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

26.SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from Glenview is required.

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

27.CHANGE ORDERS

The Municipalities believe that the project is fully defined in the RFB and that Change orders will not be necessary. However, in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by Glenview prior to execution.

30.1. Change Orders shall comply with 720 ILCS 5/33E-9.

30.2 In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

30.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to both extras and credits and for work performed by the Contractor, a Subcontractor, or Sub-subcontractor.

30.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager.

30.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

30.6. A written Change Order must be issued by the affected Municipality's Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

28. INVOICES AND PAYMENTS

The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices for the municipalities shall be delivered to:

Village of Glenview John Fragassi 2498 East Lake Ave. Glenview, IL 60026	Village of Winnetka Public Works 13090 Willow Rd. Winnetka, IL 60093	Village of Buffalo Grove 51 Raupp Blvd. Buffalo Grove, IL 60089
Village of Skokie 9050 Gross Point Rd. Skokie, IL 60077	Village of Lincolnshire One Olde Half Day Rd. Lincolnshire, IL 60069	Kenilworth Village Hall 419 Richmond Rd. Kenilworth IL 60043
Village of Lincolnwood 7001 N. Lawndale Ave. Lincolnwood, IL 60712	Village of Wilmette 711 Laramie Ave. Wilmette, IL 60091	City of Highland Park 1707 St. Johns Ave. Highland Park, IL 60035
Village of Niles 6849 W. Touhy Ave. Niles, IL 60714	Village of Morton Grove 7840 Nagle Ave. Morton Grove, IL 60053	

29. CALENDAR OF EVENTS (TENTATIVE AND SUBJECT TO CHANGE)

DATE	ACTIVITY
October 6, 2023	Bid sent to potential bidders and advertised on DemandStar. Please confirm that you have received via email to Zhanna Badasyan at purchasing@glenview.il.us .
October 12, 2023	Non-mandatory pre-bid meeting held at 2498 East Lake Avenue, Glenview, IL
October 13, 2023	Last day to submit questions and requests for clarification.
October 16, 2023	Addendum issued if necessary
October 20, 2023	Deadline for Bid Submission. Bids received after the date and time identified will be returned unopened One (1) electronic PDF of the completed/signed bid by October 13, 2023 before 2:00 P.M. CST , to DemandStar. Please see the attached instructions on How to Register in DemandStar, How to Respond to an Electronic Bid in DemandStar, and How to Search for Bids in DemandStar.

30. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Glenview Project Specifications; The Village of Glenview General Terms & Conditions, The Village of Glenview Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

31. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and

venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois for the Municipalities located in Cook County, Illinois, in the Circuit Court of 19th Judicial Circuit in Lake County, Illinois for Municipalities located in Lake County, and in the Circuit Court of the 22nd Judicial Circuit in McHenry County, Illinois for Municipalities located in McHenry County, Illinois.

32. NON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Municipalities, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

33. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of a Municipality.

34. TERMINATION

Each Municipality reserves the right to terminate its respective Agreement, or any part thereof, upon thirty (30) days' written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipality for work completed to date in accordance with the terms and conditions of the Agreement. In the event that the Agreement is terminated due to Contractor's default, the Municipality shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

35. NON APPROPRIATIONS

Each Municipality reserves the right to terminate its respective Agreement or to reject bids, in the event that sufficient funds to complete the Agreement are not appropriated by the Municipality's corporate body.

36. PROTEST PROCEDURE

Any Bidder wishing to file a protest regarding the bid process may do so by giving written notice to the Glenview Purchasing Analyst within seven calendar days of the bid closing time and date. This notice should include the title of the requirement, the bid number, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by Glenview's Purchasing Analyst. The decision of the Glenview Purchasing Analyst or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Analyst.

37. AFFIDAVITS

Bidder must execute the following affidavits included in this RFB and submit with the bid:

- A) References
- B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)
- C) Affidavit/Anti-collision
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors

38. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that Bidder.

39. CONTRACTOR'S LICENSES: The successful Bidder (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipality in which the work is performed.

40. AUDIT/ACCESS TO RECORDS

- 41.1 The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional

Standards. The Contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

- 41.2 If this project is a formally advertised, competitively awarded, fixed price project, the Contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- 41.3 Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- 41.4 The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- 41.5 Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- 41.6 The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
- i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- 41.7 This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

41. WITHDRAWAL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Municipality has accepted said bid.

42. COMPETENCY OF BIDDER

If requested in writing by a Municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the RFB.

Additionally, Bidders shall provide, at a minimum, five (5) references that indicate the Bidder's ability to successfully perform similar work on the form identified herein.

**LABOR STATUTES, RECORDS AND RATES CONSTRUCTION
CONTRACTS FOR
VILLAGE OF GLENVIEW - STATE OF ILLINOIS**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 **Equal Employment Opportunity:**
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
 - 4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
 - 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any

adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County can be found at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

SPECIAL TERMS AND CONDITIONS

1. DESCRIPTION OF PROJECT

The awarded Contractor (s) will be called upon to perform repairs for emergency sewer and water main repairs on an "as-needed basis" when a Municipality's Public Works crew is unavailable to perform the work. The Contractor shall provide all labor and equipment for these repairs.

The Municipalities may require the Contractor(s) to perform repairs during regular hours, after hours, on weekend, or on holidays.

Over a one-year period (January 1st to December 31st), the Municipalities estimate that they will request Emergency Contractual Assistance as follows:

<u>MUNICIPALITY</u>	<u># OF ANNUAL REQUESTS</u>
Village of Buffalo Grove	5
Village of Glenview	30
Village of Kenilworth	10
Village of Lincolnshire	15
Village of Morton Grove	3
Village of Wilmette	6
Village of Skokie	5
Village of Lincolnwood	3
Village of Winnetka	2
City of Highland Park	2
Village of Niles	10

2. PROTECTION FROM DAMAGE-PUBLIC & PRIVATE PROPERTY

Contractor shall take all necessary precautions to prevent damage to areas adjacent to the site including the right-of-ways, trees and shrubs, lawns, curbs, walks, and other real or personal property. Contractor shall be solely responsible for any damage to public or private property caused as a result of the performance of the Work under this Agreement.

3. REPORTS ON DELIVERED SERVICES

The Contractor shall complete and furnish a report (along with its invoice) for each repair it performs for the Municipality. The Contractor's report shall include:

- A description of the repair work performed
- The date and time the Contractor was notified by the Municipality to undertake the repair
- The date and time the Contractor arrived at the repair location
- The date and time the Contractor completed the repair
- The date and time the Contractor made the sewer or water main fully-operational (i.e., if different from the previous item)
- The type and model of each piece of equipment the Contractor used for the repair
- The positions of the Contractor's employees who performed the repair
- The materials supplied by the Contractor for the repair (if applicable)

Failure to provide a report as described above could result in a delay of payment or the termination of this Agreement.

4. PERMITS AND LICENSES

A Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. **Prior to performing any Work**, Contractor and all subcontractors must obtain a business license in each Municipality they will work in. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition,

dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Municipality's Code of Ordinances.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.

5. WORKING HOURS

Work may be performed any hours requested by the Municipalities, and include evenings, overnight hours, weekends, and holidays, as required by the individual Municipality.

6. RESPONSE TIME

Each Municipality will contact the contractor by phone after the decision to use the firm's services has been made. Upon being contacted, the contractor shall inform the Municipality if his/her crew is available to perform the work. If multiple contractors are selected, firms will be contacted based on the cost of their services, least costly to most costly. Upon notifying that the Municipality that his/her crew is available, the contractor must be on site with all equipment and labor needed to perform the work within two (2) hours of being contacted by the Village.

7. CONTRACTOR'S REPRESENTATIVE & EMERGENCY NUMBERS

A. Contractor shall designate an individual who must be present, at all times, on the site and who will serve as the Contractor's authorized representative throughout the completion of the Work and who shall be readily available to respond to Municipality communications. This individual must be a competent, English-speaking individual who is capable of reading and understanding the Agreement Documents. This representative shall be subject to receive instructions and have full authority to execute the directions of the Municipality, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of a Municipality, in anything relating to the Work, or shall appear to be incompetent, disorderly, or unfaithful, he/she shall, upon request of the Municipality, be at once discharged and shall not be employed again on any part of the Work without consent of the Municipality.

B. Contractor shall provide the Municipality with the name and phone number of the Contractor's representative who, in the case of an off-hours emergency can be readily accessible and be available for quick response to the site. If that person does not respond within the period of time requested to be present by the Municipality, then the Municipality shall have the right to hire or use other personnel to remedy the emergency situation. All reasonable costs, including the payment of overtime wages or charges, incurred by the Municipality in doing so, shall be deducted from payments due the Contractor. Contractor shall immediately notify the Municipality in writing of any change in the identity and telephone number of the Contractor's representative.

8. EQUIPMENT

Upon request, all equipment, parts or components not specifically mentioned in specifications shall be furnished by the successful Bidder to each Municipality indicating the items of equipment which the Bidder proposes to use on the project, together with a statement noting which of these items of equipment the Bidder owns, and separately those items which it does not own but is certain it will be able to rent or otherwise have access to use. **All Municipalities may or may not make parking available to Contractors, and this will be clearly communicated to Contractor upon their request.**

9. ADDITIONAL SAFETY STANDARDS

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the Manager shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Manager to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Manager if such is the case.

A. OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Municipality must comply with all requirements and standards as specified by the OSHA. Items not meeting

any OSHA specifications will be refused.

10. SAFETY OF PERSONS

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

11. INSPECTIONS

A. The Municipality shall have the right to inspect, or to have inspected by its representative, any Work, material, component equipment, supplies, services, or completed Work specified herein before acceptance. Any of said items not complying with the Agreement Documents are subject to rejection. Any items rejected shall be removed from the site and replaced at the sole expense of the Contractor. Contractor will make every effort and means available to facilitate the inspection of the Work. Any work or material, which may be determined by a Municipality to be defective, must be rebuilt, replaced, or removed at the Contractor's own expense. Any omission to reject or condemn any Work or material at the time of its construction or arrival at the worksite shall not be construed to mean an acceptance of the Work.

B. Contractor shall not be relieved of obligations to perform the Work in accordance with the Agreement Documents either by the actions of the Architect, Municipality or other consultant in the administration of the Agreement, or by tests, inspections or approvals required or performed by persons other than the Contractor.

Contractor shall maintain a clean work area and at the end of each day make sure that all debris and scrap materials no longer needed for the Work are removed from the work areas.

12. EQUIPMENT AND MATERIALS STAGING

Contractor shall be responsible for the proper, safe and adequate storage of all materials and equipment. The Contractor shall not place any equipment or materials on the job site without prior approval by the Municipality. All staging locations for equipment and materials must be pre-approved by the Municipality. Contractor and subcontractors are responsible for the security of their own materials, tools and equipment at the site.

13. PAYMENT AND RETAINAGE

A. SUBMISSION OF INVOICES

Contractor shall submit invoices as soon as possible after completion of the Work. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date.

B. PAYMENT BY THE MUNICIPALITY

Each Municipality agrees to make payments to Contractor in accordance with the provisions of the Local Government Prompt Payment Act. Pursuant to the Mechanics' Lien Act of Illinois, no payments shall be made to Contractor unless and until Contractor furnishes a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. The Municipality shall not issue any payments nor shall any retained percentage become due until releases and waivers of lien have been supplied to the Municipality by Contractor.

C. PAYMENT TO SUBCONTRACTORS

Upon receipt of payments from the Municipality, Contractor shall promptly pay each Subcontractor amounts due and owing to said Subcontractor, reflecting the percentage actually retained from payments to the Contractor on account of such Subcontractor's work. Contractor shall require in any contract with Subcontractors that each Subcontractor make payments to their Subcontractors, vendors and suppliers in similar manner.

14. WARRANTY

A. Contractor warrants to the Municipality that all materials and equipment furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents.

- B. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor, material, and equipment will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

SPECIFICATIONS

1. PROGRAM OVERVIEW

The following Specifications are an integral part of the Contract and together with the Special Provisions shall govern the performance of the Work. Before submitting proposals, bidders should visit the site of the proposed work, verify all site conditions and also conditions under which said work must be conducted. Submission of a Proposal implies that the bidder is fully conversant with all requirements of the Specifications, Special Provisions, and site conditions. No claim for additional compensation will be considered or paid because of the Contractor's negligence or failure to be so informed.

2. DETAILED REQUIREMENTS

The aforementioned Municipalities are seeking proposals to provide emergency contractual assistance for water main and sewer repairs requiring excavation. The primary work responsibilities will focus on the excavation and repair of underground water mains and sewers throughout the year. The work will be based upon the hourly labor/equipment and mobilization rates. The work will be based upon the hourly labor/equipment and mobilization rates. The bid proposal will be based on the average labor/equipment rates added to the average mobilization costs.

3. DEFINING THE SCOPE OF WORK

Since work will be of an emergency nature and vary on each occasion, the Municipality and the Contractor shall attempt to define the purpose, methods and safety constraints of the work prior to mobilization and refine as necessary before commencement and during progression of the work.

4. MOBILIZATION

Mobilization shall include all costs associated with activation of contractor's equipment and labor resources, preparatory work and operations necessary for the movement of personnel, equipment, material, supplies, and incidentals to the work site and the return of same to the Contractor's base of operations.

5. RESPONSE TIME

The Municipality will contact the Contractor by telephone to request that it undertake a repair. Upon being contacted, the Contractor shall inform the Municipality if it is available to undertake the repair. Upon informing the Municipality that it is available to undertake the repair, the Contractor shall be on site and working on the repair (with all agreed upon pieces of equipment and employees) within a maximum time of two hours, or sooner as indicated on the bid proposal.

In the event that multiple contractors are required to perform repairs that occur simultaneously, they will be contacted for their availability to perform a repair in the order established by their bid pricing, least costly to most costly.

6. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall provide all mobile equipment, safety equipment, shoring, basic traffic control/barricading and lighting to accomplish the work. The Contractor shall also be responsible for large scale traffic control or road closure measures, unless separately agreed to by the Municipality and the Contractor.

7. CONTRACTOR'S OBLIGATION

The Contractor shall continue work until the agreed upon work objectives are completed, unless directed otherwise by the Municipality, or unless safety or legal concerns dictate otherwise. If, in the Contractor's opinion such safety or legal concerns require Contractor to cease work, Contractor shall submit such opinion in writing to the Municipality. In this event Contractor shall make every reasonable effort to maintain work site in safe and orderly condition until Contractor's concerns are reviewed and responded to by the Municipality.

It shall be the Contractor's obligations to notify J.U.L.I.E. at 1-800-892-0123 to have all utilities marked at each site prior to beginning work.

8. CREW SIZE AND EQUIPMENT

Prior to mobilizing and to the extent possible, the Contractor and the Municipality shall agree upon the equipment and personnel necessary to perform the work

9. HOURLY RATE

Labor and equipment hourly rates shall commence at the time of arrival of the Contractor's equipment and personnel at the worksite and cease upon Contractor's equipment and personnel leaving the site. The Municipality and the Contractor shall record and jointly sign off on arrival and departure times. The Contractor shall begin work as soon as safety and operational preparedness allow.

10. TIME LOST AND DELAYS

The Contractor shall not be responsible for time lost due to delays in utility location or other delays required for the Municipality or other parties to secure the work site. The Municipalities shall not be responsible for any time lost due to mechanical breakdown or maintenance requirements of Contractor's equipment.

In the event that for a particular situation the Municipality and Contractor agree that arrival or departure times are not suitable for commencement or cessation of labor, such agreement shall be recorded and jointly signed off.

11. CESSATION OF OPERATIONS

The Municipality may at its sole discretion require the Contractor to cease operations of any or all of Contractor's personnel or equipment, provided that safety is not compromised. If in Contractor's opinion such cessation may have undesirable consequences in terms of the ultimate goal of the work, Contractor shall submit such opinion in writing to the Municipality. In any event, the Contractor shall be provided reasonable time to disengage from the work in a manner that will not cause harm to Contractor's personnel or equipment.

12. ASSISTANCE BY MUNICIPAL WORKFORCE

The Municipality may elect to engage their work force work with those of the Contractor; provided Contractor is satisfied that such cooperation will not hinder work progress or safety.

13. MATERIALS AND SUPPLIES

The Contractor may be asked to provide all reasonable supplemental supplies including all common repair items relevant to the type of work being performed. The Municipalities, at their discretion, may choose to supply materials and repair parts, which will be clearly communicated to Contractor prior to commencing the work activity.

14. EQUIPMENT AND MATERIAL STORAGE

In the event that the repair/s are completed over a period exceeding one day, the Municipalities, at their discretion, may provide secure parking for Contractors equipment and materials. All Municipalities may or may not make parking available to Contractors, and this will be clearly communicated to Contractor upon their request.



Agenda Item Executive Summary

TITLE: Approval of Annual Outdoor Seating Area Permits (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: April 16, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Annual outdoor seating area permit approval, as required for commercial use of Village sidewalks (Village Code Section 12.04.070).

EXECUTIVE SUMMARY:

The Village Code requires Village Council permission for businesses to operate on public sidewalks. One Winnetka business has applied for an outdoor seating permit. The applicant submitted the proposed layout sketch and certificate of insurance showing at least \$1,000,000/ occurrence and \$2,000,000 general aggregate liability, naming the Village as an additional insured.

The Village's insurance broker is in the process of reviewing and approving the insurance certificates, and Public Works Assistant Director Erik Jensen will inspect the requested table layout. Staff will work with the applicant to assure appropriate passage of pedestrians.

RECOMMENDATION:

Consider approval of the 2024 Outdoor Seating Area Permit application, pending final insurance certificate and table layout approval by the Village.

ATTACHMENTS:

1. Village Council Approval Outdoor Seating Licenses

Licensee	Business Address	Permit Number	# of Tables	# of Chairs
Starbucks	566 Chestnut St.	23	7	16



Agenda Item Executive Summary

TITLE: Ordinance No. M-03-2024: Granting a Special Use Permit for the Operation of a Personal Fitness Facility Within the C-2 Commercial Overlay District of the Village (847 Elm Street) (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: April 16, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

INTRODUCTION

On April 16, 2024, the Village Council is scheduled to consider Ordinance No. M-03-2024, An Ordinance Granting a Special Use Permit for the Operation of a Personal Fitness Facility within the C-2 Commercial Overlay District at 847 Elm Street. The Ordinance is in response to an application submitted by Toned Yoga 2 LLC (the "Applicant"), as the prospective lessee of the property located at 847 Elm Street (the "Subject Property"). (**Attachment 1**) The Applicant is seeking approval of a special use permit to operate a yoga studio on the Subject Property within the Commercial Overlay District. The Applicant would occupy an approximately 1,600-square foot space on the Subject Property, with approximately 15.75 feet of street frontage along Elm Street.

ADVISORY BOARD/COMMISSION REVIEW

The Plan Commission (PC) considered the request on April 3, 2024. **Attachment 2** includes the staff report to the Commission and the meeting minutes. Staff received three written comments from the public regarding this application (**Attachment 3**). After hearing from the Applicant, the property manager representing the property owner, and one member of the public, the PC discussed the request and the parking concerns raised by some of the neighboring business owners in the public correspondence that was received prior to the meeting. Ultimately, the PC found that the location of the proposed use would be located on the fringe of the Overlay District and therefore met the standards for granting a special use, and by a vote of 5-0, recommended approval of the request without any conditions.

RECOMMENDATION:

Given the Plan Commission recommendation of approval was unanimous, the Council may wish to (a) consider waiving introduction of Ordinance No. M-03-2024 and consider adoption of the Ordinance, OR (b) consider only Introduction of Ordinance No. M-03-2024.

ATTACHMENTS:

1. Ordinance No. M-03-2024: Granting a Special Use Permit for the Operation of a Personal Fitness Facility in the Commercial Overlay District
2. March 29, 2024 - Plan Commission Staff Report, Attachments, and April 3, 2024, Plan Commission Special Meeting Minutes
3. Public Correspondence

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF A PERSONAL FITNESS FACILITY WITHIN
THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(847 Elm Street)**

WHEREAS, Toned Yoga 2 LLC, ("*Applicant*"), is the prospective lessee of the property commonly known as 847 Elm Street, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, Helen James Family Limited Partnership, L.P., is the record title owner of the Subject Property ("*Owner*"); 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, "*Overlay District*"); and

WHEREAS, Applicant desires to operate a personal fitness facility ("*Fitness Facility*") at the Subject Property; and

WHEREAS, Pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), a Fitness Facility is not permitted in the Overlay District without a special use permit; and

WHEREAS, on February 20, 2024, Applicant filed an application for a special use permit to operate a Fitness Facility at the Subject Property ("*Special Use Permit*"); and

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

WHEREAS, on April 3, 2024, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of five in favor and zero 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 Fitness Facility at the Subject Property satisfies the standards for the approval of special use permits within the C-2 Commercial Overlay District set forth in Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and is in the best interest of the Village and its residents;

NOW, THEREFORE, the Council of the Village of Winnetka does 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 operation of the Fitness Facility by 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 Applicant with the following conditions:

- A. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- B. **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, 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, Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- C. **Compliance with Plans.** The development, use, and maintenance of the Fitness Facility at the Subject Property must be in strict accordance with the Floor Plan submitted by Applicant, consisting of two sheets, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, except for minor changes and site work approved by the Director of Community Development or the Director of Engineering (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of Applicant or 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 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 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: NON-TRANSFERABILITY. Nothing in this Ordinance will be deemed to allow this Ordinance or the Special Use Permit to be transferred to any person or entity other than Applicant without a new application for approval.

SECTION 8: 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 Applicant and Owner with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that Applicant and Owner do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 8.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 16 day of April, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2024.

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 _____,
2024.

Introduced: April 16, 2024

Passed and Approved: _____, 2024

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1: LOT 12 IN DEPOT PLACE SUBDIVISION OF BLOCK 13 IN THE ORIGINAL TOWN OF WINNETKA, BEING CHARLES E. PECK'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT MADE BY HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NUMBER 7496 DATED OCTOBER 14, 1941 AND RECORDED DECEMBER 10, 1941 AS DOCUMENT 12808296, TO ANDROMACHE PRASSAS, FOR THE PURPOSE OF INGRESS AND EGRESS, OVER THE FOLLOWING DESCRIBED LAND:

WEST 35 FEET AND THE NORTH 14 FEET OF LOT 16 IN DEPOT PLACE SUBDIVISION OF BLOCK 13 IN THE ORIGINAL TOWN OF WINNETKA, BEING CHARLES E. PECK'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 847 Elm Street, Winnetka, Illinois.

PIN: 05-20-207-012-0000

EXHIBIT B
FLOOR PLAN
(SEE ATTACHED EXHIBIT B)



15.75 feet

Existing

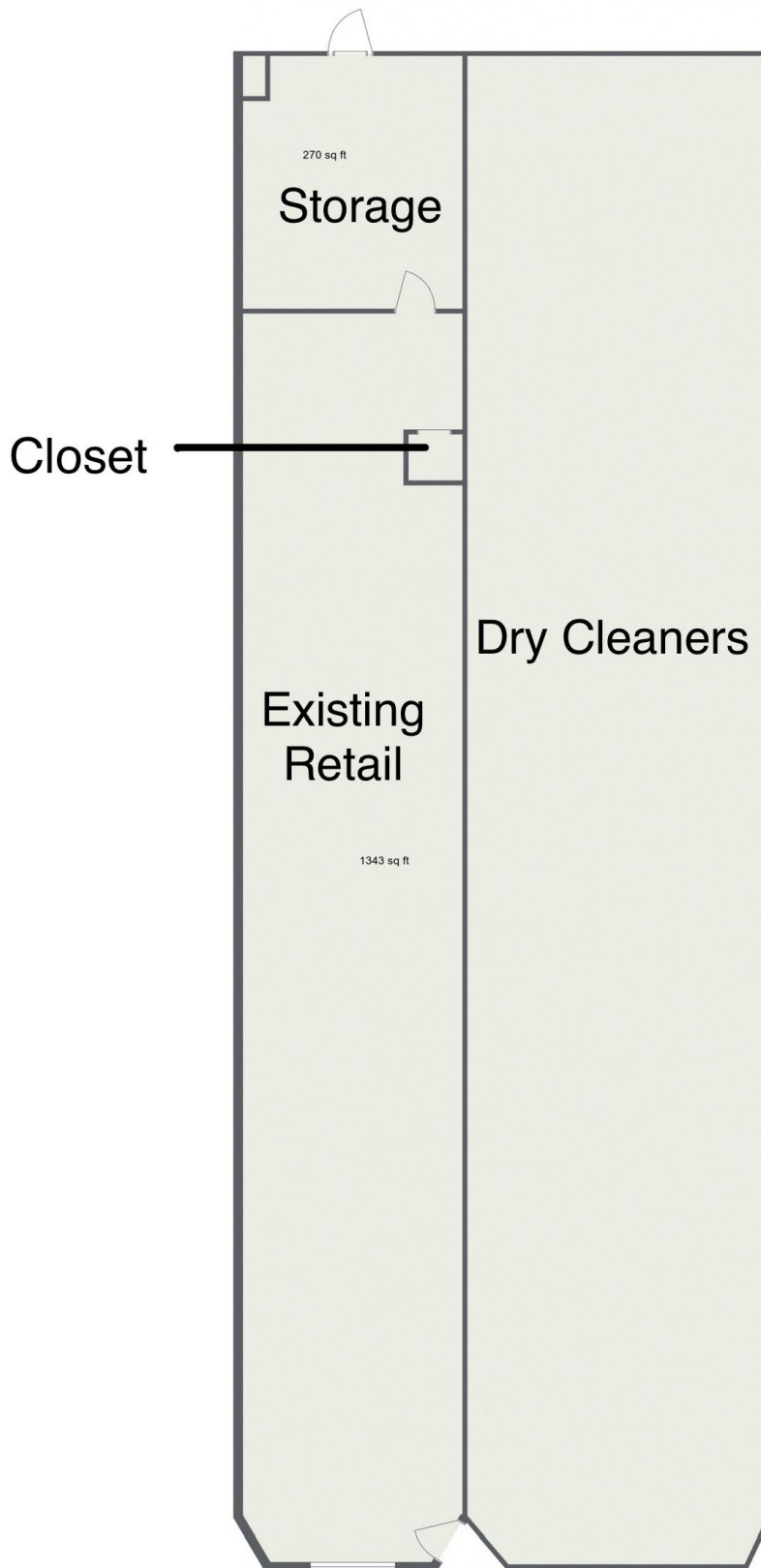


EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Toned Yoga 2 LLC ("*Applicant*"), desires to operate a personal fitness facility located at 847 Elm Street in the Village ("*Subject Property*"); and

WHEREAS, Helen James Family Limited Partnership, L.P. ("*Owner*"), is the record title owner of the Subject Property and consents to the operation of a personal fitness facility by Applicant at the Subject Property; and

WHEREAS, Ordinance No. M-03-2024, adopted by the Village Council on _____, 2024 ("*Ordinance*"), grants a special use permit to Applicant for the operation of a personal fitness facility at the Subject Property within the C-2 Commercial Overlay District of the Village; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until Applicant and 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, Applicant and Owner do hereby agree and covenant as follows:

1. Applicant and 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. Applicant and 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. Applicant and 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 Applicant or Owner against damage or injury of any kind and at any time.

4. Applicant and 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. Applicant and 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: _____, 2024

ATTEST: **TONED YOGA 2 LLC**

By: _____ By: _____

Its: _____ Its: _____

ATTEST: **HELEN JAMES FAMILY LIMITED PARTNERSHIP, L.P.**

By: _____ By: _____

Its: _____ Its: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: CHRISTOPHER MARX, AICP – ASSOCIATE PLANNER
DATE: MARCH 29, 2024
SUBJECT: 847 ELM STREET – TONED YOGA (CASE NO. 24-04-SU)

INTRODUCTION

On April 3, 2024, the Plan Commission is scheduled to hold a public hearing to consider an application submitted by Toned Yoga 2 LLC (the “Applicant”), as the prospective lessee of the property located at 847 Elm Street (the “Subject Property”), **to allow a personal fitness facility to occupy the Subject Property.** The property is currently vacant and is owned by Helen James Family Limited Partnership, L.P.

The Applicant has filed an application seeking approval of a Special Use Permit in accordance with Chapter 17.56 [Special Uses] of the Winnetka Zoning Ordinance to permit a yoga studio in the C-2 General Retail Commercial Overlay District at the Subject Property. The Applicant is seeking the Special Use Permit to provide an additional location for their existing business.

A sign has been posted on the Subject Property and a website notice has been posted on the Village website indicating the time and date of the Plan Commission public meeting. A mailed notice has been sent to property owners within 500 feet of the Subject Property. As of the date of this memo, staff has not received any written comments from the public regarding this application.

PROPERTY DESCRIPTION

The Subject Property is in a space on the west end of a one-story commercial building at 847 Elm Street, which is located on the north side of Elm Street between Birch and Chestnut Streets in the West Elm Street business district. The vacant storefront is approximately 1600 square feet of commercial space with 15.75 feet of street frontage along Elm Street and previously housed *Ellen’s on Elm* gift shop. The overall building contains two other tenants including *Crystal Cleaners* and *Botanic Nail & Spa*. Figures 1 through 5 on the following pages identify the Subject Property and neighboring businesses.

The Subject Property is located within the Village’s **Commercial Overlay District**, which allows non-retail uses, such as fitness and training studios; however, the Zoning Ordinance requires that they be evaluated by the Plan Commission and Village Council as a special use.



Figure 1 – Subject Property – 847 Elm Street



Figure 2 – Subject Property – 847 Elm Street



Figure 3 – Subject Property – 847 Elm Street

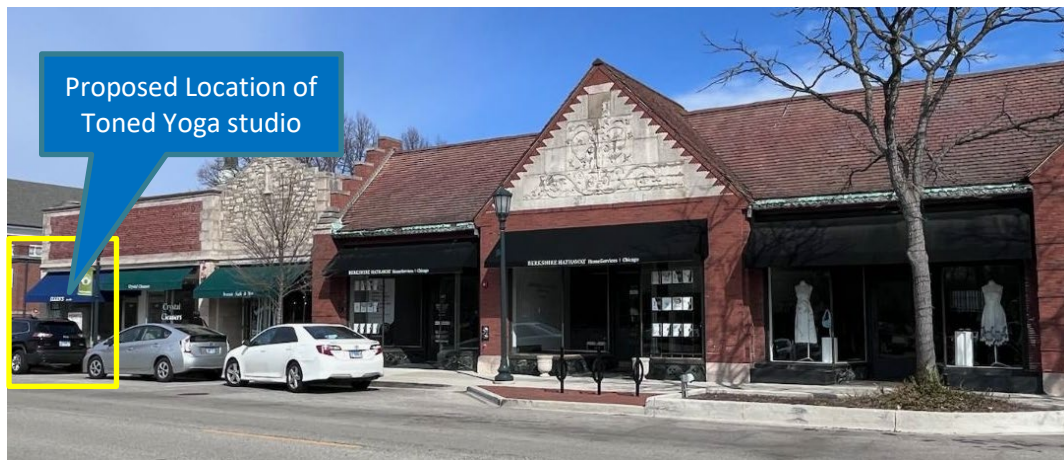


Figure 4 – Neighboring Businesses to East – *Crystal Cleaners, Botanic Nail & Spa, and Berkshire Hathaway HomeServices Chicago*



Figure 5 – Neighboring Use to West – *Winnetka Bible Church*

COMMERCIAL OVERLAY DISTRICT BACKGROUND

The Overlay District was established in 1987 out of concern about the viability of the business districts as a whole if non-retail occupancies were allowed to proliferate and occupy significant areas within retail shopping districts. At the time of adoption there was a concern about the possible proliferation of real estate offices and financial institutions.

The Village Zoning Ordinance describes the purpose of the Overlay District and its restrictions on non-retail uses as being:

“to encourage retailing of comparison shopping goods and personal services compatible with such retailing on ground floor in order to encourage a clustering of such uses, to provide for a wide variety of retail shops and expose such shops to maximum foot traffic, while keeping such traffic in concentrated (yet well distinguished) channels throughout the district.”

Since its adoption in 1987, the Overlay District has been revised on more than one occasion to alter district boundaries, or to modify the types of uses which are permitted within each district. The most recent amendment occurred on April 4, 2019, when the Village Council adopted MC-01-2019, amending the Zoning Ordinance regarding uses and regulations in the three commercial districts, including amendments to the Overlay District and the standards used to evaluate a special use. This request to allow a personal fitness studio would have required a special use permit under the former zoning regulations.

ELM STREET BUSINESS DISTRICT OVERLAY BOUNDARIES

A map depicting the zoning classifications of the Elm Street Business District is provided below as Figure 6. The Subject Property is highlighted with a black outline.

Gray areas indicate the underlying C-2 General Retail Commercial zoning, which permits by right a relatively broad array of uses, including various retail uses, along with a number of non-retail uses such as professional offices, financial service firms, medical offices and the like. *Red* crosshatch areas represent those areas subject to the restrictions of the Commercial Overlay District. The boundaries of the Overlay District are established along certain public streets and extend for a depth of 50 feet from the front property line.

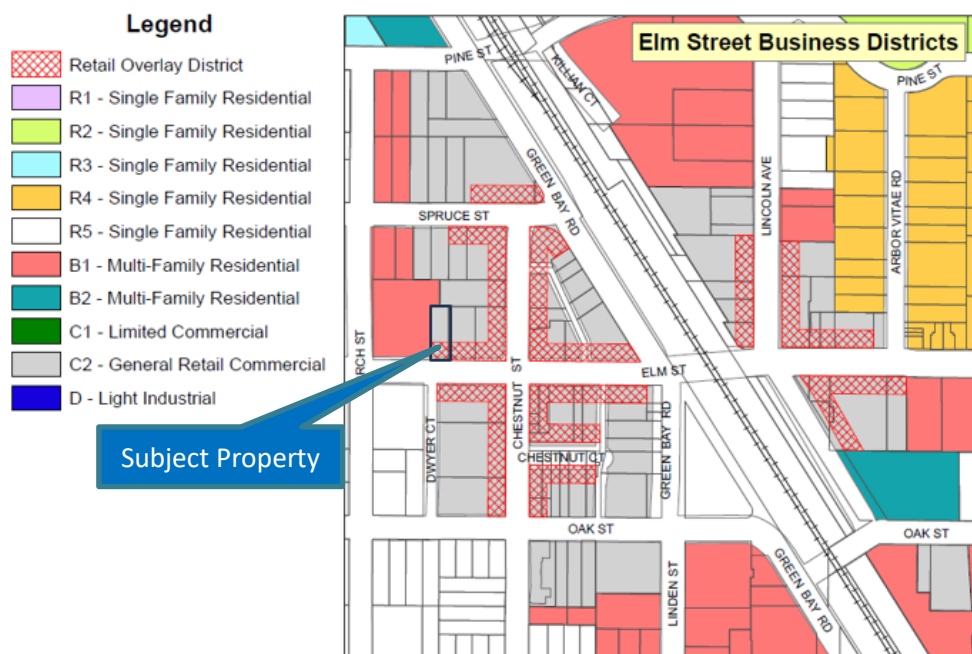


Figure 6 – Elm Street Business District

DESCRIPTION OF CURRENT REQUEST

The Applicant is proposing to use a 1600 square foot space as a personal fitness facility for yoga classes. The studio would act as a second location to service Winnetka patrons that already attend their existing business in another community with 30 minutes sessions with class sizes of 19 people with 2 employees. Class times would generally be at 6:00 am, 7:30 am, 9:00 am, 5:30 pm, and 6:30 pm with occasional noon classes on Monday through Wednesday while being at 7:30 am, 9:00 am, 10:30 am, 4:00 pm, and occasional noon classes on Friday through Sunday. The Applicant states that the class start times are staggered to have no overlap between arriving and departing students. The storefront space would feature a main entrance area at the front that would also have retail offerings such as athletic apparel, fitness accessories, body lotions and sprays, and scented candles. A main studio space of 925 square feet for hot yoga classes would be located behind the retail area while a 257 square foot lounge for breaktime and refreshments would be located towards the rear.

The Applicant has also provided an explanation of their expected parking impact, which they based off the information in the recent parking analysis done for the Chase Bank Building at 791 Elm Street. The analysis and parking study for reference can be found in Attachment A. The Applicant states that one off-street parking space behind the building will be available for an employee at any given time, while no more than 2-3 employees will be working in the studio at any given time. Based upon the parking analysis provided by the Applicant, which as previously noted was based upon a recent parking study submitted to the Village by the applicant for the new proposed Chase Bank building at 791 Elm Street, the Village Engineer has found that adequate public parking should be available to accommodate the employee and customer parking demand associated with the proposed Toned Yoga.

The Applicant also states that there would be no changes to the exterior façade beyond any typical business signage that will be sought with permit applications reviewed by the Design Review Board (DRB). A full description of the proposed use can be found in the application materials of Attachment A.

The Applicant has provided a floor plan representing the layout of the space below in Figure 7 which can also be found in Attachment A.



Figure 7 – Excerpt of Proposed Floor Plan

DESIGN REVIEW BOARD REVIEW

The Applicant has not submitted any applications for to be reviewed by the DRB. Any installation of signage, awnings, or exterior alterations will require an application submission for review at a future meeting.

STANDARDS FOR REVIEW / FINDINGS

The “Purpose” section of Chapter 17.56, Special Uses, states the following regarding special uses:

It is recognized that there are special types of uses which because of their specific characteristics in relationship to uses permitted by right in a particular district, or the services which they provide, cannot

be properly permitted by right in a particular district without consideration, in each case, of the impact of such uses upon neighboring land, or of the public need for such uses at a particular location.

A land use classified as a special use is an allowed land use as long as the Applicant can demonstrate that the proposed use in its proposed specific location meets the applicable standards for granting special use approval.

Section 17.44 of the Zoning Ordinance provides a series of twelve (12) standards for the evaluation of Special Use applications within the Commercial Overlay District, which provides a framework for evaluation by the Plan Commission. The Applicant has supplied as part of their application materials a narrative addressing how this proposal complies with the twelve (12) standards. **(See Attachment A)**

Following conclusion of public comment and Commission discussion, a Commission member may choose to make the following motion:

I make the motion that:

The Plan Commission recommends **approval [denial]** of the requested special use to allow the Applicant, Toned Yoga 2 LLC, to operate a personal fitness facility at 847 Elm Street within the C-2 Commercial Overlay District, based on the following findings of fact:

“The yoga studio (the “Special Use”) is [is not] consistent with the Standards for granting of Special Use Permits in the Commercial Overlay District, which are as follows:

1. The establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. The Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. The establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. Adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
6. The Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;
7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;
8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block’s frontage;
9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses;
10. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any

proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine;

11. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintain typical and customary hours of operation; and
12. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses.”

The Commission’s recommendation is subject to **no conditions [the following conditions]:**

1. [Insert conditions...]

As noted above, the Commission may also wish to consider if there are any additional conditions it may want to place on the facility’s operation.

This request is subject to final approval by the Village Council.

ATTACHMENTS

Attachment A: Application Materials

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENTSPECIAL USE PERMIT APPLICATION
C-2 COMMERCIAL OVERLAY

Case No. _____

Property InformationSite Address: 847 Elm Street Winnetka, IL 60093
Proposed type of occupancy: Yoga Studio / Athletic wear retailApplicant InformationName: ~~Toned Yoga LLC~~ Toned Yoga 2 LLC
Address: 950 Lakewood Drive
City, State, ZIP: Lake Forest IL, 60045
Applicant Signature: _____Primary Contact: Rob Zonino
Phone No. _____
Email: tonedyoga@gmail.com
Date: 2/20/24Attorney InformationName: Phyllis K. Fasel
Primary Contact: Phyllis K. Fasel
Address: 120 S. Riverside Plaza / Suite 120
City, State, ZIP: Chicago IL 444-9300
Phone No. _____
Email: _____Architect InformationName: Michael Mucirino
Primary Contact: _____
Address: _____
City, State, Zip: Lake Forest, IL, 60044
Phone No. _____
Email: _____Property Owner AcknowledgmentI hereby certify that I am the owner of the property located at 847 Elm St, and have provided the attached proof of ownership.
(address)I consent to the filing of an application for a Special Use Permit by Toned Yoga LLC.
(Applicant name)Property Owner Signature: _____ Date: 2/20/24Printed Name: James B Stephens PRKS SCMI GP forPage 3 of 4 Helen James limited Partnership
L.P.

SPECIAL USE PERMIT STANDARDS C-2 COMMERCIAL OVERLAY

An application to establish a Special Use listed in Section 17.46.010 [Table of Uses] to be located on the ground floor in the C-2 Commercial Overlay District must establish in detail how the proposed occupancy and its operation will be in compliance with the following standards:

1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare

At Toned Yoga, health and wellness is our utmost priority. Our mission statement is as follows: "Toned Yoga is a boutique fitness studio aimed to create a community of individuals who want to strengthen the connection of their mind, body, and soul."

At Toned Yoga, we want your fitness journey to be more than just a workout, but a lifestyle. We aim to create an environment in Winnetka that all ages, genders, and demographics can find a sense of community in. What makes Toned Yoga different from a gym, a franchise studio or another option for the Winnetka space? Community and connection. It's all about the connection you will make with other students, community members, instructors - and that connection keeps growing in and out of the studio. When you invest in a boutique studio like Toned Yoga, you invest in your community.

This idea of community and connection is essential when creating any type of business as we put the customer (in this case, the yoga student) as our priority. We have found in our Lake Bluff location that this idea of community was something that was missing prior to Toned Yoga - a place where anyone and everyone can come to and feel welcome. We are looking to replicate this amongst the Winnetka and surrounding suburb locations at this future location.

Unlike other physical sports and workout classes, Toned Yoga has a variety of classes that are suitable and beneficial for people of all ages, genders, and demographics. Our instructors are tenured instructors who are masters in their field (with a combined over 10,000+ hours of experience in our Lake Bluff location alone). Every instructor and staff member is certified in their field, CPR certified and trained to handle any situation that happens in the studio.

2. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;

The establishment of Toned Yoga in Winnetka will only help promote small businesses, retail, and more across Winnetka. Having grown up in the North Shore suburbs, we understand how important the aspect of community is. In Lake

Bluff, we partner with all local businesses (Hansa Coffee, Prairie Espresso & Wine Bar, LF Juice, etc.) to not only give our students access to local small businesses, but help grow those businesses as well! We have seen a large increase of sales amongst all of Lake Bluff retail/restaurants/etc. since Toned Yoga was established in June 2023. Not only sales, we have seen a large increase of net-new faces coming into these establishments, such as the surrounding communities, that then get familiar with the local shops of the town.

Our plan in Winnetka, is to partner with the local coffee stores (Pete's Coffee, Starbucks) as well as other storefronts/retail (True Juice/Hometown/Valentina, etc.) to help promote each other - forming this sense of community within the small business ownership.

An example of how we will do this is offer discounts at local stores for students who attend a Toned Yoga class. In Lake Bluff, if you attend a Toned Yoga class, you get a certain percentage off at the coffee store next door. As mentioned in the letter from Hansa, we have seen a huge increase in sales before/after our classes with the foot traffic we have of people walking over to the coffee shop. In Winnetka, this is something we can replicate with Pete's Coffee, Starbucks, True Juice, etc.

Another example of this is with our local restaurants/bars, in Lake Bluff we have PM "Happy Hour" classes where students attend a night class and then walk over to get drink/appetizer deals at a local restaurant/bar. This has become increasingly popular and something we could do with local restaurants in downtown Winnetka.

Furthermore, we have many Winnetka students and members who travel 25 minutes + to our Lake Bluff location because they feel this sense of community. We have been speaking with potential instructors, students and Winnetka community members who are wanting a more boutique-style studio nearby. While there are various other studios in the nearby Hubbard Woods/Winnetka premises (CorePower, AIR Aerial Fitness) they are not what we would call competition. What makes Toned Yoga different is Maddie and Rob as owners and the space and environment they have created. They are at the studio opening through closing ensuring that each one of their members are cared for, the studio is clean and the business is running well. The difference between a franchise or big-box gym compared to Toned Yoga is the care, the community, the passion that comes from being a community-based studio. This is something we have heard Winnetka needs and we are ready to bring to them!

Overall, we are looking to grow the beauty of Winnetka with the local businesses around. We believe that we can help grow and promote each other by working together. Winnetka is already an incredible community, but we hope to continue to grow together and help promote small businesses in any capacity we can.

3. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;

No, we are the end unit next to the dry cleaner. We will in no way impede the normal and orderly development of that property. If anything our members will likely want to drop off their dry cleaning before coming to a class.

4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;

Because we are a yoga studio, our hours are very different from that of your retail business. Below is our set class schedule: to note, this varies depending on the season, but what we have found the most efficient:

Monday-Thursday: 6AM, 7:30AM (varies days), 9AM, Noon (varies days), 5:30PM, 6:30PM

Friday: 6AM, 7:30AM (varies days), 9AM, Noon (varies days), 4PM

Saturday/Sunday: 7:30AM, 9AM, 10:30AM, 4PM

We will typically have 2 employees at any given time. Total employees will range from 10 -15 What will the number of people be at any given class? Have you considered the possibility of any overlap between arriving and departing patrons, taking up studio space and parking at the same time? How much will that affect volume? If the studio does well we expect around 23 people (including 2 staff members) on average for our prime classes. We space the classes out by a minimum of 45 minutes so that there is no overlap.

We have found our most popular class times fall into the times before 10am and after 5pm - as well as weekends. What's important to note about this, is parking and foot traffic will not affect a business that has set business hours of 9-5pm.

Another important factor is that when our class day is ending (roughly around 10am) that is prime time for the local retail/restaurants/shops I mentioned above. This is where the idea of partnership we mentioned above will come into play - as our foot traffic lowers after morning classes, there will be an influx of people who WANT to go get coffee, walk around, get their nails done (next door!) and have a bite to eat.

Furthermore, the location we are looking to open at in Winnetka is located at the far end of the business strip and across from many available parking locations. This is a very strategic location for us as we will be in a corner lot with access to parking in the back (for employees), a large parking lot out front, and many additional parking spots on nearby streets.

The majority of our traffic will be away from the center of town and limited to the parking lot across the street as well as available street parking directly outside of the space. We have also found that a local yoga studio brings a lot of walking - in Lake Bluff, many people opt-out of driving and walk to the studio who live nearby. In the location we are looking at in Winnetka, there are many homes nearby with the option to walk where this would also help limit congestion.

Overall, we are currently located in a much smaller town of Lake Bluff and parking has never been an issue or concern for local shops. We will ensure to keep this our top priority should it ever affect the business of those nearby.

5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the special use exists or are to be provided;

We have provided a parking study and also can confirm that employees will have parking behind the studio. Please refer to our attached parking study for further information.

6. That the special use in all other respects conforms to the applicable regulations of this and other village ordinances and codes

We have gone through extensive meetings, confirmations, etc. to confirm that Toned Yoga will not interfere with any village ordinances and codes.

7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;

As we have mentioned in above questions, Toned Yoga will help promote all local businesses. We aim to act as a partner to businesses. Something Maddie (owner of Toned Yoga) focuses on is community and partnership growth. A lot of our time will be dedicated to seeing how Toned Yoga can help become more a part of the community.

Ways we have seen success with this in Lake Bluff, is partnerships we have discussed above with businesses, as well as an active role in local schools (we participate at local schools preschool through highschool by offering yoga classes, private classes, sports team classes, recovery/rehabilitation, etc.), yoga and retail (we have worked with local retail businesses to create discounts or special occasions where students can attend a yoga class then go to a retail store for a shopping experience), yoga and nails, yoga and juice - the possibilities are truly endless.

As we also mentioned, the times of our classes greatly benefit that of retail uses. Because the majority of our classes fall before 10am and after 5pm, that leaves a

large chunk of the day to do special events, classes, etc. with the local retail shops.

The forward retail space will be able to accommodate 10-15 shoppers at a time. Some of the items that we will be selling include: Yoga/Fitness Apparel (Sweatshirts, Sweatpants, Tee-shirts, Shorts, Sports Bras, Leggings etc). We will include brands such as Alo Yoga, Splits59, and Made Activewear. We will also have a rotating section of influencer/ boutique brands. Furthermore we will sell yoga/fitness accessories such as stretching bands, yoga blocks, ankle weights, Theraguns etc. Lastly, we will sell a variety of products from scented candles to organic lotions/sprays.

Overall, it is Maddie's priority to help grow the Winnetka retail community - we have successfully done this in a short 8 months in Lake Bluff and are determined to replicate it in Winnetka!

Furthermore, our studio also consists of a retail component that will benefit the local community as their currently isn't any shops that offer athleisure/athletic wear

8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage;

We agree to utilize the standard awning that is currently used by all the storefronts. We do not have anything that should cause interruption or hindrance along the block's frontage. This should not be a concern.

9. The proposed special use at the proposed location will provide for active display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses

As mentioned above, we will utilize the standard awning that is currently used by all the storefronts. We are aligned with whatever the rules are for active display on windows, facades, etc. This should not be a concern.

Furthermore, the entryway of our yoga studio will be retail-focused as we have mentioned above. We will have sections for clothing and accessories, which will be the front portion of the store. This is all shown in our mockup image of the studio. We believe that having this retail portion in the front will be inviting to those looking from outside in - they will be able to come into Toned Yoga and shop, while also learning more about the classes and studio offerings.

10. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine

Aligned. Because we are filing a Special Use for a yoga studio, the retail factor of our studio will include a smaller range of merchandise in the front of the storefront.

We will ensure that everything we are offering is clearly visible and adjacent to the sidewalk. We have hired designers that have helped with our Lake Bluff location who we will also be utilizing for Winnetka. Aesthetics and design is very important to us and we will ensure that what we are displaying to the public is up to standards.

11. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation.

As we have discussed with the Winnetka board members, this Special Use Permit will allow us to have both a studio and retail portion. With that said we will have 30 feet of frontage for retail totalling 427 sq feet of retail space.

12. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses.

We have conducted a parking study and can confirm that Toned Yoga's hours of operation will not significantly affect local businesses. As mentioned in section 4, our main hours of operation fall before prime-time parking (before 10am) and after 5pm.

As we also have touched on, the location of the spot we are looking at is very important - it is the last storefront on Elm Street and has a parking lot across the street, as well as several parking spots around the local streets.

For more information, please refer to our attached parking study.

From: [REDACTED]
To: [Christopher Marx](#)
Subject: Re: Toned Yoga SUP application
Date: Wednesday, March 13, 2024 7:38:45 PM
Attachments: [847 Elm Parking Study \(1\).pdf](#)

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

Hey Christopher,

Thank you again for hopping on with me earlier this afternoon. Attached is an updated version of the parking study that includes class times and focuses more on public parking availability based on our class times. I have also included my responses in "red" below:

Parking Plan:

1. The parking data is slightly inaccurate. Parking Zones A & C are available to downtown employees and residents with commuter parking passes, but not necessarily to the public at large after 8:00 am. Are you able to revise the findings and recommendations to better connect the available spots with the anticipated demand, throughout the hours of the day? For example, if you could indicate that the 5:00 hour will have ~X people with Y number of available parking spaces in these lots, the 6:00 hour will have ~A people with B number of available space, etc. That might give us a better idea of what will be available and when. **Let me know if what I provided in the sheet suffices. The times that are on the sheet are our class times (give or take 30 min). Under each column you can see how many spaces are available in each lot based on the time. Then below I added a section where you can see the total number of available public parking spaces during each class as well as how many spaces we would likely use during a busy class.**
2. Can you specify the allocation of parking spaces behind the building? As you're probably aware, the building shares two other tenants and the rear off-street parking is rather limited. Can you specify how many employees will have access to how many spaces, at the times of business hours? **On average we will typically have 2 employees in the studio at any given time (1 front desk staff that will handle retail / checking students in + 1 instructor for each yoga class). We were told by Jim that we would be allocated at least 1 spot behind the building (that is what he has communicated to us). We expect to have staff on-site between the hours of 5am - 1:30pm and then again from 4pm - 7:30pm. Depending on how the retail portion of our business is going we may also hire staff to cover the late afternoon gap.**

Number of people:

1. How many employees will the studio have at any given time? What will the total amount of employees be? Typically 2 employees at any given time. Total employees will range from 10 -15
2. What will the number of people be at any given class? Have you considered the possibility of any overlap between arriving and departing patrons, taking up studio space and parking at the same time? How much will that affect volume? If the studio does well we expect around 23 people (including 2 staff members) on average for our prime classes. We space the classes out by a minimum of 45 minutes so that there is no overlap.

Floorplan:

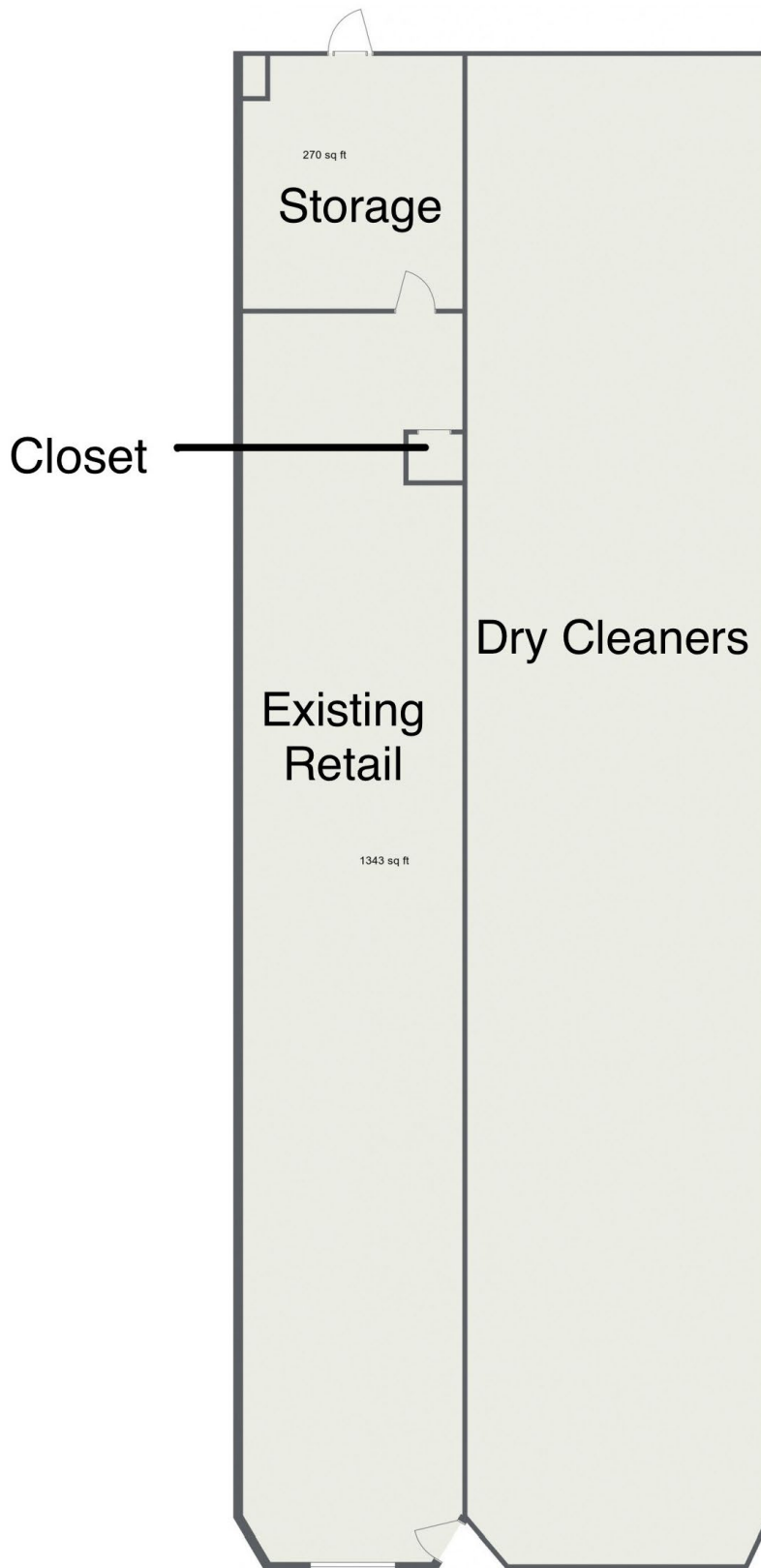
1. We will need a revised floor plan that doesn't cut off the front. The front space of the building should have it's street frontage dimensioned in terms of length. Please note that the frontage is not the 30 feet referenced in the application and is likely shorter. The frontage should measure just the space for Toned Yoga, not the other two tenants. I have reached out to our architect to update the floor plan to include the width of the front of the store which is 15'9". Is that what you are looking for?
2. Can you elaborate on the "Lounge Station located towards the back?" How many people can it accommodate? Will it have any food preparation or refreshment capacity? The lounge area will be a place for students to fill up their water bottles, grab supplies needed for class (bands, blocks etc). It will have a few seats for students in case they need a break from the hot studio. Lastly it will have soft floors in case students want to use the space after class to stretch.
3. How many people can the forward retail area accommodate? Can you specify what sort of merchandise will be in the front retail area? Will it be apparel? Will it include other yoga or fitness related accessories? The forward retail space will be able to accommodate 10-15 shoppers at a time. Some of the items that we will be selling include: Yoga/Fitness Apparel (Sweatshirts, Sweatpants, Tee-shirts, Shorts, Sports Bras, Leggings etc). We will include brands such as Alo Yoga, Splits59, and Made Activewear. We will also have a rotating section of influencer/ boutique brands. Furthermore we will sell yoga/fitness accessories such as stretching bands, yoga blocks, ankle weights, Theraguns etc. Lastly, we will sell a variety of products from scented candles to organic lotions/sprays.

Proposed



15.75 feet

Existing



Toned Yoga – 847 Elm Street

Parking Demand and Available Parking Supply in West Elm Business District

The following is our anticipated class schedule and projected demand for parking. We will have no more than two to three employees on site at one time, with the remaining individuals being clients.

Class Times	Days	Toned Usage
5:30 AM	M, T, W, T	23
6:30 AM	M, T, W, T, F, S, S	25
9:00 AM	M, T, W, T, F, S, S	23
12:00 PM	T, W, F	17
5:30 PM	M, T, W, S	23
6:45 PM	M, W	15

As part of the planned development application for the proposed new Chase Bank building at 791 Elm Street, that applicant submitted a parking study of the West Elm Business District. A copy of the study is attached (Chase Bank Parking Study, prepared by KLOA, dated January 20, 2024).

Based upon the findings of that parking study and **with the full occupancy of the new Chase Bank building and at peak parking demand periods:**

- There would be 42 parking spaces in the West Elm Business District available for other employees of the district to secure “A” parking permits. (See page 10 of Chase Bank parking study). We anticipate needing no more than 2 of those 42 parking spaces for our employees. One off-street parking space will be available for one of our employees behind the studio on the subject property.
- There would be 76 parking spaces for the public (customers and clients of the West Elm Business District). (See page 7 of the Chase Bank parking study - Inventory of 277 minus peak occupancy of 201 at 1:00 pm, leaves 76 parking spaces available.)

The closest public parking lot available at all times for business customers and clients is the north portion of the Post Office parking lot along Elm Street. As noted in the Chase Bank parking study, at the peak parking period (2:00 p.m.), there were 32 available parking spaces. (See page 7 of parking study - Inventory of 71 minus peak occupancy of 39 at 2:00 pm).

There is ample parking for Toned Yoga members even during peak hours. With the primary set of classes happening before 9am and after 5:30pm, Toned Yoga will only have a very minor impact on public and employee permit parking. Lastly, the primary method for public parking ranges from 120 minutes to 4 hours which provides ample time for members to not only attend class but shop at surrounding retailers before or after class.

MEMORANDUM TO: Mike Spence
Riverside Investment & Development

FROM: Michael A. Werthmann, PE, PTOE
Principal

DATE: January 10, 2024

SUBJECT: Parking Study
Redevelopment of Chase Bank Building
Winnetka, Illinois

This report summarizes the findings of a parking study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed redevelopment of the existing Chase Bank located in Winnetka, Illinois. The approximately 16,000 square-foot existing building is located in the northwest corner of the intersection of Green Bay Road with Elm Street. As proposed, the existing building will be replaced with a new approximately 41,200 square-foot building that will consist of approximately 6,800 square feet of retail bank space, 18,000 square feet of corporate office space, and 16,400 square feet of below-grade garage space. A total of 31 parking spaces are to be provided as part of the redeveloped bank building with seven surface parking spaces and 24 below-grade parking spaces.

Existing Bank Building Current Parking Operations

The bank building currently has a total of 20 surface parking spaces that are reserved for bank customers and wealth management clients. According to bank officials, a total of approximately 45 employees are assigned to the existing bank building. All of the employees that drive purchase permit parking from the Village and park in one of the Permit A parking spaces provided in several area parking lots and along Birch Street and Green Bay Road. Further, bank officials indicate that approximately 25 percent of the employees currently commute to work via public transportation or alternative modes of transportation. A copy of the existing bank building's site plan is located in the Appendix.

Redeveloped Bank Building Projected Parking Operations

As proposed, the redeveloped bank building is to provide a total of 31 parking spaces with seven surface parking spaces and 24 parking spaces in a below-grade parking garage. The bank is proposing to assign/reserve the parking spaces as follows:

- *Surface Parking Spaces.* Two surface parking spaces will be signed as ADA parking, one surface parking space will include an EV charging station that will be available to the public, and four surface parking spaces will be signed as 30-minute parking for bank customers only.
- *Below-Grade Parking Spaces.* Five below-grade parking spaces will be signed for specific senior employees and 19 below-grade spaces will be reserved for the bank customers and wealth management clients.

According to bank representatives, 70 to 75 employees will be assigned to the redeveloped bank building. Some of the employees will have the option to work from home on a hybrid or remote-work basis. Bank representatives anticipate that a maximum of approximately 75 to 80 percent of the employees will be working at the bank at any given time for a total of approximately 55 employees. Further, the bank anticipates that 25 percent of the employees will continue to commute to work via public transportation or alternative modes of transportation. A copy of the redeveloped bank building's proposed site plan and below-grade parking garage plan are located in the Appendix.

Redeveloped Bank Building Projected Parking Demand

Bank Customers and Wealth Management Clients (Short-Term Parkers)

The projected parking demand of the bank customers and wealth management clients was based on parking surveys performed at the existing bank building parking lot which is currently reserved for bank customers and wealth management clients. **Table 1** shows the results of the parking surveys which were conducted every hour from 9:00 A.M. to 5:00 P.M. on Wednesday, November 29, 2023. From Table 1 it can be seen that the existing bank had a peak parking demand of 16 bank customer/wealth management client vehicles. It should be noted that customers of other area businesses often park within the bank parking lot and, as such, the actual number of bank customers/wealth management clients parking in the bank lot may be less than that shown in Table 1. Nevertheless, the results of the parking surveys indicate that the existing 20 bank parking spaces, together with the available on-street parking spaces, are sufficient to meet the current parking demand of the bank customers and wealth management clients.

According to bank representatives, the number of bank customers/wealth management clients is conservatively (worst-case) projected to increase by 25 percent with the redeveloped bank building. Assuming that all of the observed parked vehicles in the bank parking lot are bank customers/wealth management clients, the redeveloped bank building is projected to have a peak bank customer/wealth management client parking demand of 20 vehicles. (Bank representatives estimate that of the total customers/clients, approximately 2/3 will be bank customers and 1/3 will be wealth management clients.) Further, the parking demand of the bank customers/clients is reduced due to the bank's location in downtown Winnetka. A portion of the bank's customers/clients are/will be captured from the existing population within the downtown area. As such, the total 23 reserved bank customer/wealth management client parking spaces to be provided by the redeveloped bank building will be sufficient to meet the peak parking of the bank customers/wealth management clients. It should be noted that some of the bank customers may continue to park on-street in the public parking spaces.

Table 1
EXISTING BANK BUILDING PARKING SURVEYS
WEDNESDAY, NOVEMBER 29, 2023

Time	Parked Vehicles
9:00 A.M.	7
10:00 A.M.	14
11:00 A.M.	16
12:00 P.M.	10
1:00 P.M.	13
2:00 P.M.	10
3:00 P.M.	10
4:00 P.M.	10
5:00 P.M.	6

Bank Employees (Long-Term Parkers)

As previously indicated, 70 to 75 employees will be assigned to the redeveloped bank building. (Approximately 45 employees are currently assigned to the bank building). Some of the employees will have the option to work from home on a hybrid or remote-work basis. As discussed previously, a maximum of 50 to 55 employees will be working at the bank at any one time. Assuming a worst-case analysis that all 70 to 75 employees work at the office and that 25 percent of employees continue to commute to work via public transportation or alternative modes of transportation, the redeveloped bank building will have a peak employee parking demand of 50 to 55 vehicles. Except for the five spaces that will be reserved for specific senior employees in the below-grade parking garage, all the other employees that drive will be parking off-site via permit parking. It is important to note that currently 31 bank employees have purchased off-site permit parking. As such, assuming a worst-case scenario, approximately 14 to 19 additional employees will need to park off-site in one of the following permit parking lots with the increase in employees that will result from the redeveloped bank building:

- The Post Office parking lot
- The parking lot located in the southeast quadrant of Birch Street and Spruce Street
- The parking lot located in the southeast quadrant of Birch Street and Pine Street

Downtown Winnetka Existing Parking Surveys

In order to determine the existing parking demand in downtown Winnetka, KLOA, Inc. performed parking inventory and occupancy surveys every hour from 9:00 A.M. to 5:00 P.M. on Wednesday, November 29, 2023. The study area was generally bounded by Spruce Street on the north, Green Bay Road on the east, Oak Street on the south, and Birch Street on the west. **Figure 1** illustrates the study area. It should be noted that according to the Village officials, only two first floor commercial spaces are currently vacant within the West Elm District.



Study Area

Figure 1

Surveys of the Public Parking Spaces

Table 2 summarizes the available on-street public parking for customers/patrons of the downtown businesses within one to two blocks of the bank building, which includes the following roads and parking lot:

- Green Bay Road between Spruce Street and Oak Street, which has a total of 40 spaces restricted to two-hour parking from 8:00 A.M. to 6:00 P.M.
- Chestnut Street between Spruce Street and Oak Street, which has a total of 59 spaces restricted to two-hour parking from 8:00 A.M. to 6:00 P.M. and 5 spaces restricted to 15-minute parking from 8:00 A.M. to 6:00 P.M.
- Spruce Street between Green Bay Road and Birch Street, which has a total of 5 spaces restricted to one-hour parking from 8:00 A.M. to 6:00 P.M. and 6 spaces restricted to two-hour parking from 8:00 A.M. to 6:00 P.M.
- Elm Street between Green Bay Road and Birch Street, which has a total of 45 spaces restricted to two-hour parking from 8:00 A.M. to 6:00 P.M. and two spaces restricted to 15-minute parking from 8:00 A.M. to 6:00 P.M.
- Chestnut Court, which has a total of 14 spaces restricted to two-hour parking from 8:00 A.M. to 6:00 P.M.
- Oak Street between Green Bay Road and Birch Street, which has a total of 29 spaces restricted to two-hour parking from 8:00 A.M. to 6:00 P.M. and one space restricted to 15-minute parking from 8:00 A.M. to 6:00 P.M.
- The Post Office parking lot, which has a total of 71 public parking spaces with 62 spaces restricted to two-hour parking and 9 spaces restricted to four-hour parking.

A total of 277 public on-street parking spaces is located within the above study area that includes nine spaces restricted to four-hour parking, 255 spaces restricted to two-hour parking, five spaces restricted to one-hour parking, and eight spaces restricted to 15-minute parking. From Table 2 it can be seen that the on-street public parking within the study area had a peak parking demand of 201 parked vehicles at 1:00 P.M. As such, a minimum of 76 public parking spaces were available within one to two blocks of the site, which is more than sufficient to accommodate the limited, if any, additional bank customers/wealth management clients that may park off-site with the redevelopment of the bank building.

Table 2

DOWNTOWN WINNETKA PUBLIC PARKING SURVEYS
WEDNESDAY, NOVEMBER 29, 2023

	Green Bay Road	Chestnut Street	Spruce Street	Elm Street	Chestnut Court	Oak Street	Post Office Lot	Total
Inventory	40	64	11	47	14	30	71	277
9:00 AM	20	33	4	25	5	6	11	104
10:00 AM	28	51	7	34	12	10	19	161
11:00 AM	29	57	6	28	11	13	33	177
12:00 PM	28	62	11	35	13	15	36	200
1:00 PM	31	57	9	33	13	19	39	201
2:00 PM	27	50	10	34	8	12	39	180
3:00 PM	28	44	6	32	10	10	25	155
4:00 PM	24	47	10	31	9	16	33	170
5:00 PM	18	44	10	16	9	25	21	143

Permit A (Employee) Parking Surveys

Table 3 summarizes the available Permit A parking which provides long-term parking for employees of the downtown area business. The Permit A parking in the study area is located along sections of Birch Street and Green Bay Road and the following three parking lots:

- The Post Office parking lot
- The parking lot located in the southeast quadrant of Birch Street and Spruce Street
- The parking lot located in the southeast quadrant of Birch Street and Pine Street

From Table 3 it can be seen that a total of 215 Permit A parking spaces are located within the study area. The peak parking demand within the Permit A parking spaces occurred at 10:00 and 11:00 A.M. with a total of 154 parked vehicles. As such, a minimum of 61 Permit A parking spaces were available in the study area, which is more than sufficient to accommodate the approximately 14 to 19 (worst-case scenario) additional bank employees that may have to park off-site via permit parking with the redevelopment of the bank building.

Table 3
DOWNTOWN WINNETKA PERMIT A PARKING
WEDNESDAY, NOVEMBER 29, 2023

	Pine/Birch Lot	Spruce/Birch Lot	Post Office Lot	Green Bay Road	Birch Street	Total
Total Spaces	42	38	67	7	61	215
9:00 AM	23	19	61	7	25	135
10:00 AM	23	25	66	7	33	154
11:00 AM	23	26	66	7	32	154
12:00 PM	24	29	61	7	32	153
1:00 PM	22	28	56	7	32	145
2:00 PM	21	29	58	7	34	149
3:00 PM	13	27	60	5	28	133
4:00 PM	9	28	45	5	27	114
5:00 PM	5	26	39	1	26	97

Conclusions

The following summarizes the results of the parking study:

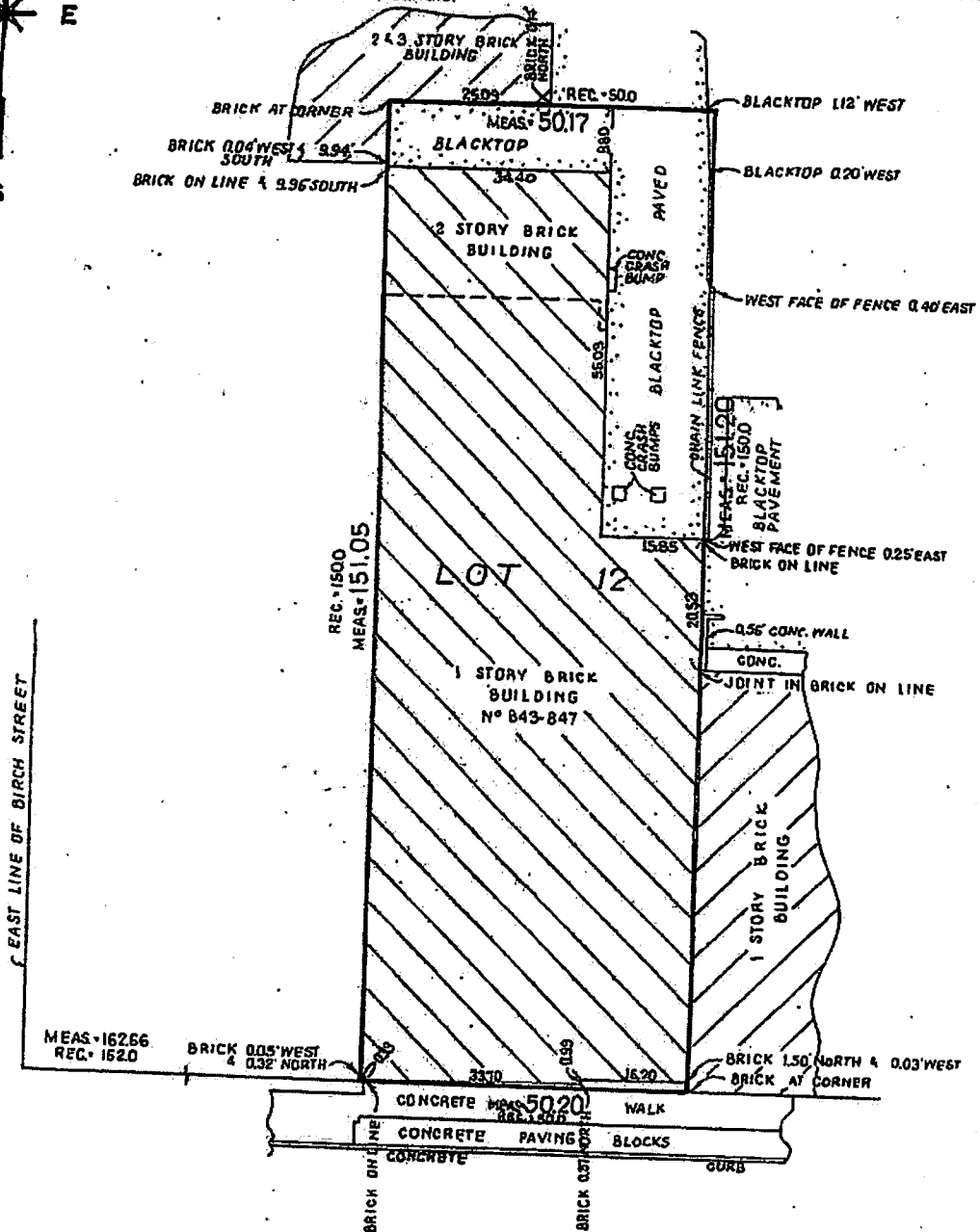
- The results of the parking surveys show that a maximum of 16 vehicles were parked in the bank parking lot which is reserved for bank customers and wealth management clients. As such, the 20 bank parking spaces provided at the existing bank, together with the available on-street parking spaces, are sufficient to meet the current parking demand of the bank customers and wealth management clients.
- The redeveloped bank building is to provide a total of 31 parking spaces with seven surface parking spaces and 24 parking spaces in a below-grade parking garage. The bank is proposing to assign/reserve the parking spaces as follows:
 - *Surface Parking Spaces.* Two surface parking spaces will be signed as ADA parking, one surface parking space will include an EV charging station that will be available to the public, and four surface parking spaces will be signed as 30-minute parking for bank customers only.
 - *Below-Grade Parking Spaces.* Five below-grade parking spaces will be signed for specific senior employees and 19 below-grade spaces will be reserved for the bank customers and wealth management clients.
- Assuming a 25 percent increase in the number of bank customers/wealth management clients, the redeveloped bank building is projected to have a peak bank customer/wealth management client parking demand of 20 vehicles. As such, the total 23 reserved bank customer/wealth management client parking spaces to be provided by the redeveloped bank building will be sufficient to meet the peak parking of the bank customers/wealth management clients.
- The results of the parking surveys showed that a minimum of 76 public parking spaces were available during the peak parking period within one to two blocks of the bank site, which is more than sufficient to accommodate any limited, if any, bank customers/wealth management clients that may park off-site.
- Assuming a worst-case analysis that all 70 to 75 employees work at the office and that 25 percent of employees continue to commute to work via public transportation or alternative modes of transportation, the redeveloped bank building will have a peak employee parking demand of 50 to 55 vehicles. Except for the five spaces that will be reserved for specific senior employees in the below-grade parking garage, all the other employees that drive will be parking off-site via permit parking. It is important to note that currently 31 bank employees have purchased off-site permit parking. As such, assuming a worst-case scenario, approximately 14 to 19 additional employees will need to park in off-site permit parking lots with the increase in employees that will result from the redeveloped bank building.

- The results of the parking surveys show that a minimum of 61 Permit A parking spaces were available during the peak parking period in the study area, which is more than sufficient to accommodate the approximately 14 to 19 additional bank employees that may have to park off-site via permit parking.

315 S. NORTHWEST HIGHWAY
SUITE 50
PARK RIDGE, IL 60068

CERTIFIED SURVEY, INC. PLAT OF SURVEY

LOT 12 IN DEPOT PLACE SUBDIVISION OF BLOCK 13 IN THE ORIGINAL TOWN OF WINNETKA IN SECTIONS 20 AND 21, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS ACROSS AND OVER THE WEST 35 FEET AND THE NORTH 14 FEET OF LOT 16 IN DEPOT PLACE SUBDIVISION OF ORIGINAL TOWN OF WINNETKA, IN SECTIONS 20 AND 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, CREATED BY GRANT FROM HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 14, 1941 AND RECORDED DECEMBER 12, 1941 IN COOK COUNTY, ILLINOIS.



ELM STREET

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

ORDER NO. **050850**
SCALE: 0' 15' 30' FEET
111 V 21 2008

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS. OTHERWISE REFER TO YOUR DEED OR ABSTRACT

DECIMALS OF A FOOT AND THEIR EQUIVALENT IN INCHES AND FRACTIONS THEREOF

01 = 1/8"	07 = 7/8"	50 = 5'
02 = 1/4"	08 = 1"	58 = 7"
03 = 3/8"	17 = 2"	67 = 8"
04 = 1/2"	26 = 3"	76 = 9"



COMPARE ALL POINTS BEFORE GULF ANY DIFFERENCE

STATE OF ILLINOIS } THIS PROJ
COUNTY OF COOK } THE CURR
NOT SET F

WE, CERTIFIED SURVEY CO. DI
SURVEYED THE ABOVE DESCRIBE
HEREON DRAWN IS A CORRECT R

T O N E D
Y O G A

Toned Yoga Overview

At Toned Yoga, health and wellness is our utmost priority. Our mission statement is as follows:

“Toned Yoga is a boutique fitness studio aimed to create a community of individuals who want to strengthen the connection of their mind, body, and soul.”

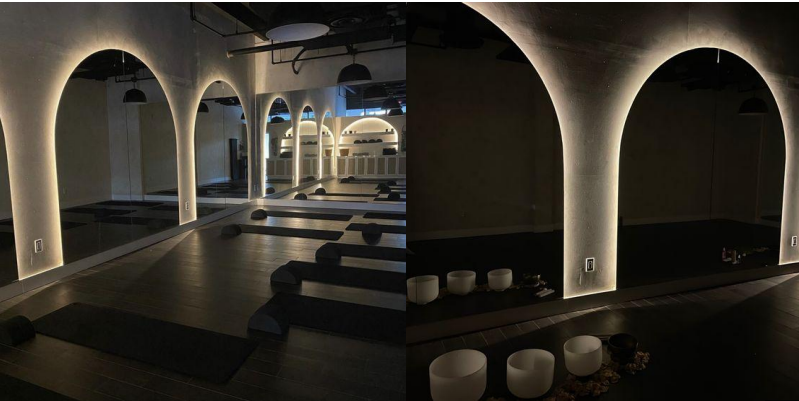
*What makes Toned Yoga different from a gym, a franchise studio or another option for the Winnetka space? **Community and connection.***

*It's all about the connection you will make with other students, community members, instructors - and that connection keeps growing in and out of the studio. When you invest in a boutique studio like Toned Yoga, **you invest in your community.***

Inside Toned Yoga Lake Bluff



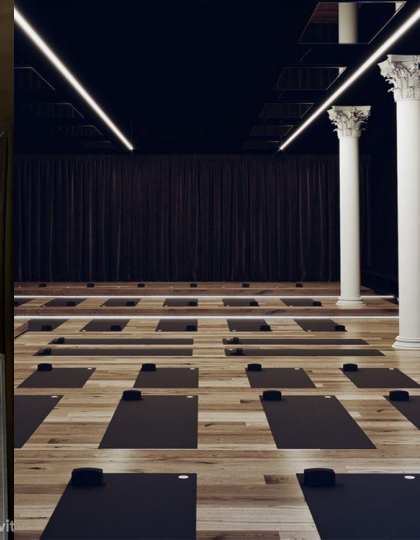
Inside Future Toned Yoga Winnetka



Upon entering Toned Yoga Winnetka, you will walk into our reception area - a space both calming and inviting. Within this space we will feature various retail (activewear, yoga props, & more), as well as a relaxing waiting area to mingle with friends and prepare for class.

Because Toned Yoga Winnetka will be larger than Lake Bluff, we are lucky enough to include a recovery room in the back of the studio. Think about having a place to stretch, mingle, meditate, relax, both before and after class

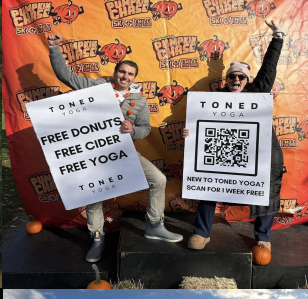
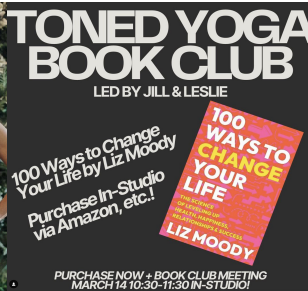
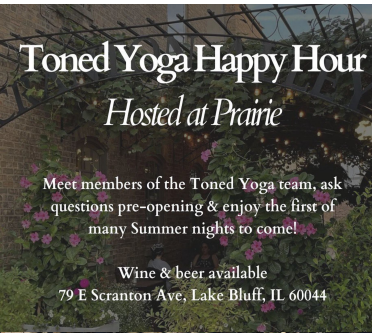
What makes Toned Yoga different is the atmosphere, vibe, cleanliness, and overall ambiance. You WILL feel the difference!



Meet the Toned Yoga Community



Toned Yoga Partnerships



Lake Bluff Partnerships:
Hansa Coffee, Prairie, LF Juice, Forest Greens Juice Bar, Magdalena European Med Spa, Lake Bluff PTO, Lake Bluff 4th of July, Nonprofits, Schools & more!



Potential Winnetka Opps:
True Juice, Peet's Coffee, Starbucks, local restaurant & bars, clothing stores, endless possibilities!

Formats & Class Times

TONED YOGA
LAKE BLUFF, IL

Infrared Heated & High-Intensity:
TONE, STRENGTH, HIIT

Infrared Heated & Mid-Intensity:
FLOW, POWER FLOW, CANDLELIT

No Heat & Low-Intensity (Pre & Postnatal Friendly):
RESTORE, MEDITATION

Pop-Up Formats:
Kids Formats, Mommy & Me, Pre & Postnatal, Athlete Recovery, Private Events/Workshops/Birthdays, etc.

Morning Class Times:
6AM, 7:30AM, 9AM

Afternoon Class Times:
Noon, 5:30PM, 6:30PM

Weekend Class Times:
7:30AM, 9AM, 10:30AM

**classes vary by season and day,
typically 5-6 classes on a weekday, 3-4
classes on weekends**

**WINNETKA PLAN COMMISSION SPECIAL MEETING MINUTES
APRIL 3, 2024**

Members Present:

Chris Foley, Acting Chairman
Jonathan Alt
Chris Enck
Liz Kunkle
Cyrus Subawalla

Members Absent:

Matthew Bradley
Mamie Case
Layla Danley

Non-Voting Members Present:

Tina Dalman

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community
Development
Christopher Marx, Associate Planner

* * *

b. Case No. 24-04-SU: 847 Elm Street - Toned Yoga: An application seeking approval of a Special Use Permit submitted by Toned Yoga 2 LLC, as the prospective lessee of the property located at 847 Elm Street to allow a personal fitness facility in the C-2 General Retail Commercial Overlay District. The property is currently owned by Helen James Family Limited Partnership, L.P. The Village Council has final jurisdiction on this request.

Mr. Marx distributed written public correspondence regarding the application to the Commission for its review of the special use permit application for a non-retail use in the retail overlay district. He identified the applicant, and the property's location and zoning classification, noting that the first 50 feet of the property is located within the Commercial Overlay District. Mr. Marx also identified the previous tenant and surrounding businesses. He described the proposed space's measurements and the applicant's proposed use, along with some of their retail offerings, class sizes and employees. Mr. Marx explained the applicant's reasoning for choosing the proposed space and identified the hours of operation.

Mr. Marx stated with regard to parking, he identified one employee parking space at the rear of the building and explained that parking needs were discussed with the applicant. He stated the applicant was provided with the recent Chase Bank parking study that was completed for the proposed planned development at Elm Street and Green Bay Road, which measured customer and employee parking in the same area as the proposed business to determine whether the business' use can be accommodated. Mr. Marx explained to the Commission how parking would be accommodated for the employees and patrons. He referred to the special use standards on page nos. 68 and 69 for the Commission to consider and stated the Commission may make a motion to recommend approval or denial of the request. Mr. Marx stated the applicant is present to answer questions and asked if there were any questions for the Village staff.

Chairman Foley also asked if there were any questions. Trustee Dalman asked how many parking spaces are on Birch and referred to the surrounding parking spaces available. She noted concerns were raised from West Elm business owners. Mr. Marx responded some of the Birch Street parking is limited in terms

1 of availability to customers, and Mr. Schoon further described the available public (customer) parking
2 spaces, including more than 20, 4-hour parking spaces on the east side of Birch between Elm and Spruce
3 and additional public parking for customers with limited hours during certain times. Mr. Marx referred to
4 the inventory of parking in the agenda packet with one employee space available at the rear of the
5 building. Trustee Dalman questioned whether the cleaners and nail salon received special use permits.
6 Mr. Schoon stated that special use approval was not needed at the time they occupied the spaces, but
7 would now, as the Overlay District special use classifications having been subsequently amended in 2019.
8 Trustee Dalman then referred to the Commission's previous discussions regarding removing land uses at
9 the ends of the overlay district from the district. Mr. Enck referred to the Berkshire Hathaway vacancy.
10 Mr. Marx responded the space is vacant and available for leasing and an office use would need special
11 use approval to locate in that space.

12
13 Mr. Subawalla asked why there is opposition from surrounding business owners and reference made to
14 the March 29, 2024, letter. Chairman Foley stated the Commission would address the issue during their
15 discussion. No additional questions were raised at this time.

16
17 Chairman Foley asked for the applicant's presentation and swore in those speaking to this matter. Jim
18 Nash of Farnsworth Hill introduced himself as the property manager and provided the Commission with
19 the history relating to the difficulty in leasing the narrow space. He then stated with regard to parking,
20 the rear parking space can fit two vehicles tandemly and he informed the Commission the Stephens family
21 owned most of the buildings on the north side of Elm Street between Chestnut and Birch Streets, and they
22 are very involved with the properties. Mr. Nash then read a letter from the property owner into the
23 record. He informed the Commission it appeared that the Berkshire Hathaway space is vacant, though
24 their lease has not expired, and the property owners were not aware of it being vacated but have been
25 actively marketing the space with a letter of intent recently received from a retail user.

26
27 Maddie and Rob Zonino introduced themselves as the founders/owners of Toned Yoga and described the
28 proposed business to the Commission. Mrs. Zonino stated they opened a studio in Lake Bluff last year and
29 have over 200 active members with some being Winnetka residents. Mrs. Zonino stated they have worked
30 with local Winnetka representatives to see if the proposed use would be a good fit and stated there is a
31 need in the community. She referred to the comments made from the local businesses and noted they
32 would have a large retail portion as part of the business and are very involved in partnering with the
33 community and businesses.

34
35 Chairman Foley asked if there were any questions. Trustee Dalman asked how long the space was vacant
36 prior to Ellen's on Elm. Mr. Nash responded he did not specifically remember. Mr. Subawalla asked if there
37 is programming involving music and if so, he asked that sound attenuation be done to benefit the
38 neighbors. Mrs. Zonino agreed with Mr. Subawalla's suggestion. Mr. Enck asked if the space would not
39 have a dedicated restroom. Mr. Nash described the shared restroom configuration and proposed change
40 to its access directly from the proposed space. Mr. Enck asked if there is a way to encourage patrons to
41 park in certain locations. Mrs. Zonino confirmed that is correct and it is being done at their other location.
42 No additional questions were raised at this time.

43
44 Chairman Foley asked for public comment. Max Weigandt, 887 Spruce Street, stated the classes are
45 busiest in the morning at the time when other businesses are not open. He then stated his wife Leslie is
46 very involved with yoga classes around the area and commented that the proposed use would be a good
47 fit for Winnetka. Mr. Weigandt stated the use would be a community builder and is the definition of foot
48 traffic and would support surrounding businesses. He concluded by stating they are in favor of the

1 request.

2
3 Chairman Foley called the matter in for discussion and asked for the Commission's comments. Mr. Alt
4 described the proposal as a wonderful idea and a wonderful business for the community especially for
5 this space which is virtually unleaseable. He then stated with regard to the neighboring business owners
6 who would benefit from the business, they should hear their comments in connection with parking and
7 noted Chase Bank would be taking up an additional 30 parking spaces. Mr. Alt then asked if a stipulation
8 should be included with an approval, he referred to the applicant's willingness to ask patrons to park in
9 certain locations which would please everyone in the West Elm business district.

10
11 Ms. Kunkle stated she is also in favor of the request and since it is located at the end of the overlay district,
12 she is not as concerned. She referred to the very narrow space making it very difficult to lease and referred
13 to the public comments made. Ms. Kunkle also stated the hours of operation would benefit the
14 surrounding businesses as well as the fact that there would be a retail component. She concluded by
15 stating she is in favor. Trustee Dalman stated certain existing businesses are concerned with parking and
16 referred to previous high vacancy rates which led to more available parking but now with more
17 occupancies parking spaces seem more limited. She described the situation as difficult and referred to the
18 business as one that is desired by the community. Trustee Dalman referred to the parking survey
19 submitted to the Village Council which was done by those who signed the submitted letter and
20 commented an existing business does not have the right to block a new business from coming in. She
21 described the proposed use as fantastic which had local support with no conflict with the hours of
22 operation. Trustee Dalman noted for the record parking is an ongoing discussion at the Village Council
23 level.

24
25 Mr. Subawalla described the concerns relating to parking as overrated and identified sound attenuation
26 as his only concern. Mr. Enck stated for special use discussions, he referred to real estate offices and a
27 bank which serve customers coming in for a certain purpose and not patronizing other businesses. He
28 described the proposal as positive which would serve other businesses with its location at the west end
29 of the central business district making it walkable. Mr. Enck also referred to the applicant's offer to ask
30 patrons to park in certain locations and described the request as a positive addition to an underutilized
31 retail overlay district area. Chairman Foley described parking and the retail overlay district as being issues
32 in connection with requests of this type. He then stated for the location at the edge of the overlay district,
33 it bore careful consideration and referred to the public comment for and against the request. Chairman
34 Foley referred to the applicant including retail as part of the business in the appropriate location inside
35 the building and agreed with the comments made relating to parking and questioned whether a parking
36 condition should be included as part of the approval.

37
38 Ms. Kunkle stated she did not feel a parking condition should be included. Mr. Enck suggested the
39 applicant speak with the Village staff and for any concerns that arise from other business owners, it could
40 be addressed informally.

41
42 Chairman Foley concluded the request is consistent with special use criteria nos. 1-12 and asked for a
43 motion to recommend approval as indicated on page 68. A motion was made by Ms. Kunkle to
44 recommend approval of the requested special use to allow Toned Yoga 2 LLC to operate a personal fitness
45 facility at 847 Elm Street within the C-2 Commercial Overlay District based on the findings of fact and
46 being subject to no conditions. Mr. Enck seconded the motion. A vote was taken and the motion
47 unanimously passed, 5 to 0:

48 AYES: Alt, Enck, Foley, Kunkle, Subawalla

1 NAYS: None
2 NON-VOTING: Dalman

3
4 * * *

5
6 Respectfully submitted,
7 Antionette Johnson Recording Secretary

DRAFT

ATTACHMENT 3

Hi,

I hope this letter finds you well. My husband & I own LF Juice Shop in Lake Forest. We've had the pleasure of collaborating with Maddie and Rob, who are an incredible duo. They epitomize hard work, dedication, and have truly created something special with Toned Yoga. Their passion shines through in every aspect of their studio, fostering a vibrant and inclusive community in a remarkably short time. The high-energy workouts and inviting atmosphere are unparalleled, leaving participants feeling their absolute best. Every detail is meticulously attended to, and the instructors, who serve as both leaders and role models, are simply outstanding. Classes are consistently in high demand, with Toned Yoga becoming an indispensable part of the fitness landscape. Bringing Toned Yoga to Winnetka would be a perfect fit, and the community would undoubtedly embrace it with open arms. This is a business destined for success in multiple locations! Please don't hesitate to reach out if you have any inquiries.

Sincerely,
Courtney Gryzik



Tom Maegdlin
Owner
Hansa Coffee Roasters
24 E Scranton Ave
Lake Bluff, IL 60044
[REDACTED]



2/20/2024

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Dear Community Members and Leaders,

I am writing to express my enthusiastic support for Toned Yoga's application for a new location within your community. As the owner of Hansa Coffee, a business deeply rooted in fostering connections and enhancing the lives of the people in our community, I have had the pleasure of witnessing firsthand the positive impact that Toned Yoga has had on our neighborhood.

Toned Yoga, under the leadership of Maddy, has consistently demonstrated an unwavering commitment to building a vibrant and inclusive community. Their dedication to creating a welcoming environment where individuals of all backgrounds and skill levels feel valued and supported is truly commendable.

One of the most impressive aspects of Toned Yoga is their ability to cultivate a sense of belonging among their members that directly translates into a stronger business community. Through their diverse range of classes and events, they have successfully created a space where individuals can come together to nurture their physical, mental, and spiritual well-being. Moreover, their emphasis on friendliness and approachability has fostered genuine connections among their clientele, transforming Toned Yoga into more than just a studio but a second home for many, including my valued customers.

As a fellow business owner in the area, I have had the pleasure of collaborating with Toned Yoga on various community events and I have always been impressed by their professionalism, creativity, and passion for making a positive difference. I firmly believe that their presence in our community has enriched the lives of countless individuals and has contributed significantly to the overall vitality of our neighborhood in Lake Bluff.

I wholeheartedly recommend Toned Yoga for approval of their new location. Their commitment to fostering community, promoting wellness, and embodying the values that I know you cherish in your village would make them an invaluable asset to your community.

Thank you for considering my recommendation. Please do not hesitate to reach out with questions.

Sincerely,

Tom Maegdlin,
Owner, Hansa Coffee Roasters LTD.

To: Winnetka Plan Commission – Jonathan Alt, Matt Bradley, Mamie Case, Tina Dalman, Layla Danley, Chris Enck, Chris Foley, John Golan, Ann Klaassen, and Liz Kunkle

From: See Below

Date: 29 March 2024

Re: 847 Elm Street Special Permit Application

This letter is to request that the Planned Development Committee deny the special use permit application for 847 Elm Street.

Approving another special use permitted business in the West Elm (WE) business district conflicts with the Village's significant financial investment in streetscape with the stated objective of business district revitalization. Unlike a retail or restaurant, a special use permitted business will not add a level of vibrancy or consumer foot traffic to WE.

The Village is on cusp of an additional financial investment to replace the Post Office with a community gathering space. As stated at the March 12, 2024 Village Council meeting, "this redevelopment will be the epicenter of Winnetka." This additional financial investment warrants retail and restaurant businesses that contribute to WE's vibrancy and draws people into the WE shopping and dining district.

If this special use permit is approved:

- There will be five sequential special use permitted businesses at the west entrance of WE – Toned Yoga (the applicant), Crystal Cleaners, Botanic Nails & Spa, and Berkshire Hathaway Home Services which occupies 2 store fronts.
- All 5 of the sequential special use permitted businesses occupy storefronts owned by the same property owner.
- 63% of the north border of the soon-to-be community gathering space will be special use permitted businesses.

Based on the property owner's vacated storefront description on the Village's website, there appears to be agreement that special use permitted businesses aren't a plus in attracting vibrant tenants. Their description (see below) doesn't tout any of their current special use permitted tenants next to the vacated storefront - Crystal Cleaners, Botanic Nails & Spa, and Berkshire Hathaway Home Services. Instead, it lists Athene which is 5 storefronts away and other retail and restaurant businesses that are even further away from the vacant storefront.

A first-floor commercial space in highly desirable downtown Winnetka is available! This 2,000 sq ft space was previously Ellen's on Elm retail shop. It is conveniently located

across the street from a large public parking lot with over 100 free public parking spaces. Nearby tenants include Valentina, Athene, Peet's Coffee, Bunny & Babe, and The Book Stall.

Based on the 847 Elm Street vacant storefront description (see above), it appears that the property owner doesn't recognize the differences between consumer, commuter, and employee parking. *"It is conveniently located across the street from a large public parking lot with **over 100 free public parking spaces**."* is false. There are ~70 consumer parking spots. The other spots are allocated to employees and commuters. Parking has been and continues to be an issue in the WE shopping and dining district.

Toned Yoga and Chase Bank, both special use permit applicants, want to utilize the limited number of consumer parking spaces available in WE. The status of the Chase Bank application and its WE parking impacts is pending Village Council review and decision. The number of available consumer parking spaces upon the completion of the new community gathering space is also unknown. Yet both special use applicants want pieces of the unknown sized parking pie.

Toned Yoga clearly spent time on their application and provided much information that communicates a misunderstanding of WE, its current businesses, and consumer parking.

- There is not an abundance of empty parking spaces waiting to be used (*across from many available parking locations, a large parking lot out front, many additional parking spots on nearby streets, the majority of our traffic will be a way from the center of town and limited to the parking lot across the street as well as available street parking directly outside of the space*).
- WE is not Lake Bluff.
 - Parking is an issue (... *located in a much smaller town of Lake Bluff and parking has never been an issue or concern for local shops*).
 - Most consumers drive to WE. Per the 2023 Parking Survey, weather permitting only 13% of the respondents will walk into WE's shopping and dining district. (*We have also found that a local yoga studio brings a lot of walking - in Lake Bluff, many people opt-out of driving and walk to the studio who live nearby.*)
- Based on the class times listed and a goal of 23 people per class, it's unclear how *parking and foot traffic will not affect a business that has set business hours of 9-5pm*. This position also conflicts with the projected positive impacts to other businesses.
- Other businesses aren't open during the same hours as Toned Yoga. Pete's opens at 6am, True Juice opens at 7am, Noah's Ark opens at 8:30 am, and Valentina opens at 9:30am. Jimoto, 501 Local, Tocco, Good Grapes, and The Book Stall are open past 5pm.

- After 5pm is not a slow time. Southwest Elm is Winnetka’s restaurant hub with prime outdoor seating attracting consumers from 29 municipalities¹ for ~50% of the year. This influx of consumers creates a stream of foot traffic along Chestnut Street to Fred’s Garage and Pomeroy. The popularity of southwest Elm’s restaurant hub is expected to increase upon the completion of the redevelopment of the Post Office into the Village’s epicenter.
- The Post Office site is and post redevelopment will continue to be the center of the Village (*The majority of our traffic will be away from the center of town*).
- There are questionable and ambiguous statements about the impact Toned Yoga will have on the WE shopping and dining district (e.g., *large increase of sales amongst all of Lake Bluff retail/restaurants/etc. since Toned Yoga was established in June 2023, a huge increase in sales before/after our classes*).
- While the uncommitted partnership ideas are plentiful, it is unknown if any of them will come to fruition and what, if any, the revenue impact will be for other WE businesses.
 - Per the applicant, they will be seeking “partnerships” that depend upon other WE businesses offering the applicant’s students a discount without financial impact to the applicant.
 - Pete’s Coffee and Starbucks are corporate owned and franchises with limited flexibility and decision making at the location level.
 - Yoga Toned students parking in WE and going to Hometown in East Elm will add to the parking issues.

This is the only first floor commercial vacancy in WE. It’s an important vacancy based on its location as the first business at the WE west entrance and a corner unit across from the soon-to-be epicenter of Winnetka.

The high WE occupancy rate hasn’t been the norm. Several years ago, the now occupied Tocco storefront, along with other WE storefronts, was vacant. The space remained vacant for a year. The property owner had a short list of desired tenant types that would contribute to WE’s vibrancy. When their property management staff couldn’t find a desired tenant, they hired a commercial realtor to assist. The property owner rejected many interested businesses that would have required a special use permit and business types that weren’t on their short list. Their commitment to make a positive contribution with a vibrant consumer-based business benefited all of WE.

The Plan Commission appropriately denied a bank’s special use permit application for 538 Chestnut Street. As a result, Valentina now occupies that space. Valentina immediately contributed to consumer foot traffic and vibrancy in the WE shopping and dining district.

¹ Source: 2023 Parking Survey

We ask that the Plan Commission support the ongoing building of WE's vibrancy and deny the 847 Elm Street special use permit application.

Allyson Bass, Owner of Francess Heffernan

Jane Hays, Owner of The Classic Stitch

Stepahanie Hochschild, Owner of The Book Stall

Theresa Lucas, Owner of Good Grapes

Shawn Scott, Owner of Doyle Opticians



Agenda Item Executive Summary

TITLE: Resolution No. R-39-2024: Approving an Extension Agreement for Professional Services with Strand Associates, Inc. for a Stormwater Management Study for the Eastern Watershed of the Village of Winnetka (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: April 16, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

In the aftermath of severe flooding in 2007, 2008, and 2011, the Village embarked on a course of significant planning, evaluation and improvements to its storm sewer and sanitary sewer systems. Effective flood risk reduction is a complex undertaking. Many individual components need to be considered for a successful program, including stormwater runoff management, sanitary sewer backup prevention, development management, and floodplain management. All of these activities were facilitated and approved through a stormwater master planning process. In 2015, the Council approved an agreement with Strand Associates, Inc. for a stormwater management study. Thereafter, four intergovernmental agreements and one license agreement were negotiated and approved by the Council with our area local governments to cooperatively design and construct stormwater improvements for the benefit of the community.

EXECUTIVE SUMMARY:

Given the significant progress that has been made in western Winnetka, we are now initiating a stormwater evaluation for eastern Winnetka, which also has areas where stormwater flooding is an ongoing issue to be addressed. A request for proposals to perform a stormwater management study for the eastern Winnetka was issued and a detailed analysis was performed to identify the optimal proposal. The attached Agenda Report contains detailed information about the project, the evaluation of the proposals, the preferred firm, the project schedule, and an evaluation of the proposed fee schedule.

RECOMMENDATION:

Consider adoption of Resolution No. R-39-2024, approving an agreement with Strand Associates, Inc. for Engineering Services for the Stormwater Management Study: Evaluation of Stormwater Management Improvements and Alternatives for Eastern Winnetka as outlined in their response to RFP #E024-01 dated January 4th, 2024, for an amount not to exceed of \$250,260.

ATTACHMENTS:

1. Resolution No. R-39-2024: Approving an Extension Agreement for Professional Services with Strand Associates, Inc. for a Stormwater Management Study
2. Agenda Report Request for Proposals #E024-01 - Stormwater Management Study Evaluation of Stormwater Management Improvements and Alternatives

RESOLUTION NO. R-39-2024

**A RESOLUTION APPROVING AN EXTENSION AGREEMENT FOR
PROFESSIONAL SERVICES WITH STAND ASSOCIATES, INC. FOR A
STORMWATER MANAGEMENT STUDY FOR
THE EASTERN WATERSHED OF THE VILLAGE OF WINNETKA**

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, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village engaged in various studies and planning for major infrastructure and other improvements for managing stormwater to reduce flooding in the Village ("***Stormwater Master Plan***"); and

WHEREAS, in 2015, the Village hired Strand Associates, Inc. ("***Consultant***") to prepare a stormwater management study and to develop and evaluate alternatives for managing stormwater within western portions of the Village; and

WHEREAS, the Consultant has a Master Services Agreement with the Village to provide engineering and consulting services related to stormwater projects ("***Master Agreement***"); and

WHEREAS, the Village now desires to retain Consultant to prepare a stormwater management study and to develop and evaluate alternatives for managing stormwater within eastern portions of the Village ("***Project***") pursuant to an extension agreement to the Master Agreement for a price of \$250,260.00 ("***Extension Agreement***"); and

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

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

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

SECTION 2: APPROVAL OF EXTENSION AGREEMENT. The Village Council hereby approves the Extension Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE EXTENSION AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the Extension Agreement, after receipt by the Village Manager of two executed copies of the final Extension Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Extension Agreement from Consultant within 60 days after the date of adoption of this Resolution,

then this authority to execute and seal the final Extension Agreement will, at the option of the Village Council, be null and void.

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

ADOPTED this 2nd day of April, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EXTENSION AGREEMENT

VILLAGE OF WINNETKA EXTENSION OF PROFESSIONAL SERVICES AGREEMENT

This **EXTENSION OF PROFESSIONAL SERVICES AGREEMENT** ("**Extension Agreement**") is dated as of the 16th day of April, 2024, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **STRAND ASSOCIATES, INC.** ("**Consultant**") and incorporates by this reference, and is governed by, all the terms and conditions, rights and responsibilities of that certain Master Professional Services Agreement dated February 28, 2017, by and between the Village and the Consultant ("**Master Agreement**").

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

SECTION 1. Project Description.

Perform a stormwater management study for the eastern watershed of the Village, as more fully described in the proposal attached to this Extension Agreement as **Exhibit A** ("**Proposal**").

SECTION 2. SCOPE OF SERVICES.

A. Services. The Consultant shall provide the consulting services as set forth more fully on the Proposal attached as Exhibit A ("**Services**") and Exhibit B "**Special Provisions**", pursuant to the terms and conditions of this Extension Agreement and the Master Agreement.

B. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Extension Agreement has been fully executed by the Parties ("**Project Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Extension Agreement or the Master Agreement by the Village, but in no event shall the Services be completed later than December 30, 2024 ("**Time of Performance**").

SECTION 3. COMPENSATION

The total amount paid by the Village for the Services pursuant to this Extension Agreement shall be the amount set forth in **Exhibit C**. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of the Master Agreement.

SECTION 4. **KEY PROJECT PERSONNEL**

The following are deemed “Key Project Personnel” pursuant to Section 4.A of the Master Agreement for the Services to be provided pursuant to this Extension Agreement: Michael Waldron, Mark Shubak, John Lyons, Mike Williams, Jimmy Canning, Miranda Gollwitzer, Stephanie Glossner.

SECTION 5. **GENERAL TERMS**

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

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

C. Authority to Execute.

1. The Village. The Village hereby warrants and represents to the Consultant that the persons executing this Extension Agreement on its behalf have been properly authorized to do so by its corporate authorities.
2. The Consultant. The Consultant hereby warrants and represents to the Village that the persons executing this Extension Agreement on its behalf have the full and complete right, power, and authority to enter into this Extension Agreement and to agree to the terms, provisions, and conditions set forth in this Extension

Agreement and the Master Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Extension Agreement have been taken.

IN WITNESS WHEREOF, the Parties have executed this Extension Agreement this _____ day of April, 2024.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

STRAND ASSOCIATES, INC.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

EXHIBIT A

SERVICES

Project Information

Services Name: Evaluation of Stormwater Management Improvements and Alternatives for Eastern Winnetka

Services Description: Perform a stormwater management study for the eastern watershed of the Village of Winnetka.

Scope of Services

Consultant will perform the following services.

Project Kickoff Meeting

1. Prepare for and conduct, within seven days of Notice to Proceed, one virtual project kickoff meeting with Village to establish project schedules, roles, responsibilities, milestones, communication plans, and general project management guidelines.
2. Prepare and distribute meeting minutes including a summary of action items.

Data Gathering

1. Provide Village with an information request letter listing the documents, tools, and resources requested by Consultant for the study. This letter will be reviewed at the kickoff meeting and used to document information distribution.
2. Review previously completed drainage studies and reports, existing geographical information system (GIS) data, and flood damage surveys provided by Village. Review available geological maps, historical geological data, and other relevant data.
3. Review the existing XP-SWMM model, provided by Village, for potential opportunities to improve the model.
4. Conduct a stormwater inventory and analysis of each sub-watershed using available data collected.
5. Prepare a summary of data reviewed and additional data that may be necessary.
6. Conduct a two-day site visit to review existing conditions and potential opportunity areas including one in-person meeting with Village.

7. Prepare and distribute meeting minutes including a summary of data reviewed and additional information requested of Village.

Progress Reporting

1. Provide weekly progress updates to Village including prior tasks accomplished, upcoming action items, and issues encountered.
2. Provide progress updates with each monthly invoice indicating tasks completed that month, project schedule update, and budget status.

Review and Update Existing Hydrologic and Hydraulic Modeling

1. Review the existing hydrologic and hydraulic model for existing conditions including the existing network through record drawings, GIS data, and available survey data.
2. Perform a general review of available topographic information for basin delineations and flow loading points to the collection system/model.
3. Review potential modifications to the hydrologic and hydraulic modeling including new development or system modifications performed since the last model update, updated rainfall data to Bulletin 75, and advances in modeling technology.
4. Conduct a virtual meeting with Village to review and discuss the potential modifications and updated modeling. Prepare and distribute meeting minutes.
5. Conduct a one-day field review of the existing system including observation of select structures from ground surface (no entry to confined spaces) and visual review of record drawing data in the field.
6. Modify to the existing conditions hydrologic and hydraulic model based on findings and discussions with Village. Calibrate the updated model for one selected rainfall event based on input from Village and review of historical rainfall data.

Model and Review Existing Conditions and Existing Flooding Locations

1. Compare modeling results from the calibrated hydrologic and hydraulic model to flood impact data for the chosen historical rainfall event based on data and historical records provided by Village.
2. Prepare maps and tables that summarize the flood risk areas for the chosen historical rainfall event and various theoretical rainfall events from the model.
3. Conduct a virtual meeting with Village to review flood risk areas and hydrologic and hydraulic model updates. Prepare and distribute meeting minutes.

Review Prior Proposed Improvements

1. Reevaluate prior proposed modifications for feasibility, constructability, regulatory impacts, and effectiveness in meeting current Village stormwater management and water quality improvement objectives.
2. Develop a memorandum that summarizes findings relative to the previously proposed modifications.
3. Conduct one virtual meeting with Village to review the findings outlined in the memorandum. Prepare and distribute meeting minutes.

Communication With Stakeholders

1. Prepare for and attend four Village-facilitated in-person stakeholder meetings to discuss the stormwater management study, stakeholder planning and objectives for open spaces under their jurisdiction, and potential opportunities for cooperative planning. Meetings will be held with the following stakeholders.
 - a. Winnetka Park District
 - b. Winnetka School District 36
 - c. New Trier High School District 203
 - d. Metra Railway
2. Prepare a summary memorandum of the meeting discussions for Village.

Public Participation

1. Develop meeting materials based on input and communication with Village for an Awareness and Exploration Phase public meeting to present findings regarding existing stormwater and flood conditions, explain the implications of various levels of service, and present potential stormwater management and water quality improvement alternatives that may be considered under the study.
2. Conduct one Awareness and Exploration Phase Open House, solicit public feedback and discussion, and document comments and observations.
3. Prepare a summary memorandum of the public meeting discussions for Village.

Alternatives Development

1. Perform a sustainable watershed evaluation to support identification and consideration of stormwater relief and mitigation and water quality improvement alternatives using background information, modeling, and data collected. Consider traditional gray, sustainable green, and potential innovative and creative stormwater management tools and practices. Include input gathered from Village, stakeholder, and public meetings, as appropriate.

2. Review and document up to two alternatives for each sub-watershed and up to four alternatives for the Elder Lane sub-watershed, including a description of associated features, anticipated level of service, advantages and disadvantages, regulatory issues, public and private impacts, and other factors affecting feasibility.
3. Perform setup, simulation, and analysis of collection system model for the identified alternatives. The updated model will be used to determine sizing and level of service provided by each alternative.
4. Develop a draft technical memorandum that presents the alternatives investigated and provides a summary recommendation of feasible alternatives.
5. Attend one in-person meeting with Village to review the investigations presented in the memorandum and discuss selected alternatives with Village. Prepare and distribute meeting minutes.
6. Prepare a preliminary opinion of probable construction cost (OPCC) for each selected alternative. In development of the OPCC, the magnitude of unknown information impacting the OPCC will be documented and presented.
7. Prepare concepts for phasing of each selected alternative and review of potential early action projects.
8. Finalize the technical memorandum summarizing the selected alternative evaluation.

Regulatory Framework

1. Communicate with regulatory agencies having jurisdiction over the watershed and selected alternatives. Discuss potential regulatory requirements for the selected alternatives and appropriate and feasible strategies for satisfying these requirements. The regulatory agencies anticipated under this Extension Agreement include the following.
 - a. United States Army Corps of Engineers
 - b. Illinois Department of Natural Resources
 - c. Illinois Environmental Protection Agency
2. Prepare a summary memorandum of the regulatory discussions for Village.

Funding Sources

1. Prepare a list of potential funding sources including grants, loans, legislative programs, regional funding, and local funding.
2. Prepare a summary memorandum of the funding sources for Village.

Public Presentations

1. Develop meeting materials based on input and communication with Village for one Vision Phase public meeting to present selected alternatives, associated levels of service, challenges, and OPCCs. Materials will include two-dimensional model simulations and graphical representations for the alternatives.
2. Conduct one Vision Phase Open House, solicit public feedback and discussion, and document comments and observations.
3. Prepare a summary memorandum of the public meeting discussions for Village.
4. Update presentation materials based on input and communication with Village and conduct one Stormwater Management Plan presentation to the Village Council.
5. Develop a final Stormwater Management Study combining summary and technical memoranda and final alternatives selection.

Schedule

Services will begin upon execution of this Extension Agreement, which is anticipated the week of April 1, 2024. Services are scheduled for completion by December 30, 2024.

Village Responsibilities

1. Assist Consultant by placing at Consultant's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to Consultant, as reasonably required by Consultant for performance of Services as part of this Extension Agreement, data prepared by or services of others obtained or prepared by Village relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which Consultant may rely upon in performing Services under this Extension Agreement.
3. Provide access to the watershed areas as reasonably required for Consultant to perform Services under this Extension Agreement.
4. Cooperate in good faith with Consultant to obtain access to public and private lands as reasonably required for Consultant to perform Services under this Extension Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Consultant and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of Consultant.

EXHIBIT B

SPECIAL PROVISIONS

None

EXHIBIT C

COMPENSATION

Compensation

The Village shall compensate the Consultant for Evaluation of Stormwater Management Improvements and Alternatives for Eastern Winnetka under this Extension Agreement on a lump sum basis a fee of \$250,260.

Agenda Report

Subject: Request For Proposals #E024-01 – Stormwater Management Study: Evaluation of Stormwater Management Improvements and Alternatives for Eastern Winnetka

Prepared By: James J. Bernahl, Director of Engineering

Date: April 12, 2024

Stormwater Program Background

In the aftermath of severe flooding in 2007, 2008, and 2011, the Village embarked on a course of significant planning, evaluation and improvements to its storm sewer and sanitary sewer systems. Effective flood risk reduction is a complex undertaking. Many individual components need to be considered for a successful program, including stormwater runoff management, sanitary sewer backup prevention, development management, and floodplain management. All these activities were facilitated and approved through a stormwater master planning process. Due to the scale and severity of flooding in western and southwestern Winnetka, the Village Council prioritized this area for improvements. In 2015, the Council approved an agreement with Strand Associates, Inc. for a stormwater management study, which was substantially completed in 2016. Thereafter, four intergovernmental agreements and one license agreement were negotiated and approved by the Council with our area local governments to cooperatively design and construct stormwater improvements for the benefit of the community. To date, significant progress has been made and construction and design are ongoing. Given the progress that has been made in western Winnetka, we are now initiating a stormwater evaluation for eastern Winnetka, which also has areas where stormwater flooding is an ongoing issue to be addressed.

Project Description

While the Village has completed or programmed projects for most areas in the western and southwestern areas of the Village, there remain several areas in the Lake Michigan watershed that experience moderate to severe flooding during heavy rainfall events where stormwater improvements are needed. The intent of this project is to develop a stormwater management study for the Lake Michigan watershed area (Eastern Winnetka) to reduce stormwater flooding and ensure that the water quality at its Lake Michigan outfalls is improved.

Like the western stormwater study, staff is recommending the Village pursue a holistic approach to this project, including consideration of grey and green infrastructure approaches, conveyance, detention, retention, infiltration, potential property buyout or

individual protection retrofit programs, and a host of other traditional and emerging stormwater management technologies. While there are limited public open spaces within the Lake Michigan sub-watersheds owned by the Village or other local governments such as the Winnetka Park District, School District 36, and New Trier High School, staff is recommending a process where the Village will engage with our intergovernmental partners to identify potential opportunities for joint stormwater management projects that are also consistent with their policies, needs, and objectives.

The desired outcome of this evaluation is to identify and evaluate a series of creative, holistic, technically, and scientifically sound, sustainable, feasible, and cost-effective improvements that will provide flood risk reduction for appropriate levels of protection up to a 100-year event. The Village desires to engage in an open, productive, and fact-based dialogue to identify the most appropriate improvement programs, balancing project cost; project benefits; water quality; project feasibility; time-to-implementation; and community values. The Engineer's scope of work will include a feasibility review, a comparison of updated modeling, and a cost update of all conceptual improvements previously identified by Christopher Burke Engineering during 2011.

Given the high priority of the Village's Stormwater Management Program and the potential community-wide impacts, this process will continue Winnetka's commitment to public engagement and transparency. To accomplish this, staff, in collaboration with the consultant, will develop a robust public participation program, which will include facilitated focus groups, development of educational and informational materials, online/digital outreach mechanisms, and formal presentations.

The stakeholders that will be engaged in this process include residents and business owners/occupants in or adjacent to the drainage areas that are part of the project, as well as the local governmental landowners. Because the project area is tributary to Lake Michigan, additional engagement and dialogue with local, State and Federal regulatory agencies will be required, along with environmental and other public interest groups, and recreational interests.

The Consultant will summarize input received, including comments about community values, existing problems, and desired outcomes. Stakeholder input will be used to develop alternatives and will be incorporated into the final process and designs. The Village will assist in inviting participants and scheduling meetings, but the Consultant will be responsible for the facilitation and outcomes of all events, as well as for the creation of all required supporting materials and any digital components. During the critical milestones of the study, staff along with the consultant will present a summary of the public participation comments to the Village Council.

Exhibits showing the limits of the study, along with details for existing outfalls are included as **Attachment #1**

Evaluation Process

Staff issued RFP #E024-01; “Stormwater Management Study: Evaluation of Stormwater Management Improvements and Alternatives for Eastern Winnetka” on January 4th, 2024, with responses due by 3:00 P.M. on February 16th, 2024. Staff sent the RFP to 18 Professional Engineering firms; a total of 5 responses were received. A list of the firms that provided responses is shown below:

- Baxter & Woodman Consulting Engineers, Woodstock, IL
- Christopher B. Burke Engineering, Rosemont, IL
- Engineering Resource Associates, Warrenville, IL
- Strand Associates, Joliet, IL
- V3 Companies, Woodridge, IL

Evaluation of Proposals

As part of the internal review process, proposals received were evaluated based on the following factors:

- Project understanding. The Consultant’s understanding of the purpose and goals of the project, their approach on critical success factors and potential obstacles to success.
- Project approach. What was the Consultant’s technical approach, management approach, innovative approaches to stormwater management and regulatory understanding, and their ability to present technical data in a user-friendly format with appropriate use of graphics.
- Firm experience and workload. What was the experience of the firm in similar holistic stormwater management planning and improvement work and record of successful results of that work, the firm’s ability to take on additional work, demonstration that the firm’s organizational structure has sufficient depth for its present workload, and firm’s ability to offer the breadth and quality of services required for the project.
- Project team structure and personnel experience. An evaluation of the proposed project team member’s individual experience and qualifications, project manager’s experience, sub-consultant’s individual experience and qualifications. Proposals were evaluated primarily on the demonstrated ability of the project team members who will perform substantial amounts of the work on this project.
- Schedule. What is the Consultant’s proposed schedule for performing the work for the project and how will the firm propose to achieve the project’s time goals. Once a contract is awarded, will the selected firm be able to begin work immediately and move promptly towards completion.
- Fee. The Village of Winnetka considered cost in overall evaluation of the proposals.

This project will not necessarily be awarded to the firm with the lowest prices, but cost is one criterion that will be considered among the other factors.

Staff reviewed and evaluated each submittal using a scale of 1 to 10 for each of the first five above factors. After completing a review of the proposals, scores were totaled, and the firms ranked based on their final scores. The list below is the overall ranking of all the firms based on their final evaluation scores.

<u>Staff Ranking of Proposals</u>	<u>Final Score</u>
1. Strand Associates	43.50
2. Christopher B. Burke Engineering, Ltd.	37.75
3. Baxer & Woodman	37.25
4. V3	32.5
5. Engineering Resource Associates (ERA)	31.75

Selection of Preferred Firm

After carefully reviewing the proposals, the evaluation team concluded that Strand Associates provided the most comprehensive proposal, receiving on average the highest ratings in the categories noted above. Strand's combination of a creative and sound project approach, the qualifications of their project team, and their ongoing successful experience finding creative stormwater solutions on past projects with the Village, will effectively assist in accomplishing the Village's goal of flood risk reduction for eastern areas of the Village.

Strand's strongest rating was in the category of "project understanding" where they received their highest marks compared to other proposals received. Strand's ongoing involvement with the development of long-term solutions for the Western Stormwater Project provided the framework on their approach for the eastern study. Strand proposed to maintain the previous project team, many of whom have worked very closely with staff, key stakeholders, and the Village Council formulating solutions. Their direct understanding of what the Village values and which approaches work best for the Village will be a major asset as the Village moves forward with the Eastern Stormwater Evaluation Study.

Mike Waldron has been proposed to be the Project Manager/Client Liaison for this project. Mike has more than 32 years of experience as a Project Manager and Lead Project Engineer for stormwater management studies, design, and construction. He has also been working closely with the Village of Winnetka in its stormwater management planning, design, and construction for the West and Southwest Winnetka watershed since 2015. Mike's continued involvement in the advancement of this study will help to create a more consistent and seamless approach for the Village as a whole.

Strand also received high ratings for their proposed schedule and total project hours. Strand proposed a slightly longer study period of approximately 7 months, while also proposing

the greatest number of dedicated staff hours. Strand's approach to committing more staff time early with the project in the areas of the project kick off, data gathering, and evaluating/confirming & updating existing hydrologic and hydraulic model will ensure that the base information for the study is clearly understood and accurate before moving forward.

In addition, Strand also proposed the greatest number of hours towards the areas of public participation and developed alternatives. Strand understands the importance that the Village places on ensuring that the public is involved with this project, and providing reasonable alternatives for long-term solutions is valued. Staff believe that their previous involvement in other Winnetka public interactions will help to provide a more seamless approach to future meetings and presentations.

Strand also proposed to continue their partnership with Human Nature, Inc. providing a well-rounded planning organization with strong technical and design skills, as well as public interaction and presentation skills, significantly benefits the Village. Human Nature, Inc. has 28 years of experience leading transformative, community-oriented projects, and clearly understands the multiple facets of these types of projects. As Landscape Architects and Environmental Planners, Human Nature is broadly trained in comprehensive aspects of design and construction, community planning, water resource management, and ecology. Because Human Nature understands the importance of preserving ecosystems, they are a regional leader in sustainable landscape design and planning. They have designed and implemented green infrastructure components throughout the region, including native meadows, rain gardens, bioswales, vegetated roofs, cisterns, and porous pavement systems. Strand also uses a Sustainable Watershed Evaluation approach that recognizes the need for both traditional and emerging technologies to address stormwater flooding in a cost-effective and sustainable manner. For these reasons, staff believes that Strand Associates will provide the best overall approach for this study.

Project Schedule

To ensure the study will advance in a timely manner, Strand provided a detailed schedule on how they propose to complete the study. A copy of the proposed schedule is shown as **Attachment #3** to this report.

Strand plans to begin the study the week of April 22, 2024. Initial milestones will include meeting with staff, data gathering, confirming site conditions, and beginning hydraulic modeling updates. As Strand advances the hydraulic modeling, they will also begin evaluating various stormwater alternatives. Strand anticipates developing conceptual alternatives, which will be shared with staff in early July 2024. The initial focus for modeling updates will be in the southern Elder watershed study area which is being noted as a priority watershed. In addition, updated modeling will assist the Village in providing guidance and recommendations regarding the Winnetka Park District as they proceed through special use permit review for their Elder - Centennial Park improvement projects.

Strand is proposing that between July and September 2024 they will direct their efforts towards the remaining three northern watersheds, also advancing modeling and stormwater alternatives. After completing the modeling and alternatives for all watersheds, Strand is proposing to meet with key stakeholders and begin to prepare documents and materials for open houses and public meetings.

Understanding the need to work closely with County, State, and Federal agencies, Strand is proposing that as alternatives are advanced and considered that informal conversations with these agencies be held to understand potential permitting requirements, and approval timeframes.

Strand is proposing to conclude the study and present final findings and recommendations to the Village Council in December 2024, and if needed, also in January 2025. Based on comments or requests received from the Village Council, Strand will update and provide responses. Strand is planning to complete and submit the final version of the Study in late January 2025.

Proposed Fee Evaluation

Strand Associates has proposed a fee for the outlined scope of work of \$250,260. Their detailed fee proposal is shown in **Attachment #4**. While this fee is the highest of the five proposals received, staff believes that Strand’s expertise and their specific experience with developing creative and effective stormwater relief projects in Winnetka offers the Village the best opportunity for success with this important undertaking. Strand’s specific experience is reflected, for example, in the way that they have allocated hours toward critical aspects of the project such as understanding existing conditions and engaging with project stakeholders. Project fees, proposed hours, and average hourly rates for all the responding firms are listed below.

Firm Name	Proposed Fee	Proposed Hours	Average Hourly Rate
Baxer & Woodman	\$110,000	717	\$153.42
Christopher B. Burke Engineering, Ltd.	\$166,515	482	\$345.47
Engineering Resource Associates (ERA)	\$192,340	1348	\$142.69
Strand Associates	\$250,260	1351	\$185.24
V3	\$207,785	1121	\$185.36

Strand has proposed a significant level of effort in public engagement, and initial review and confirmation of the baseline data and modeling. Staff believes these areas are crucial for ensuring that the solutions identified are thoroughly vetted both technically and for community and stakeholder input and acceptance. Staff does not lightly recommend selecting the highest-priced fee proposal; however, the added value brought by Strand’s specific, relevant project experience with watershed-based, creative grey- and green-infrastructure solutions, combined with their proposal for a thorough and engaging public process, is a significant benefit to the Village. In addition, their direct experience in

working with the Village staff, elected officials, and key stakeholders on developing the long-term solutions for Western Winnetka cannot be overstated.

The Village's approved FY2024 budget includes \$300,000 in the Stormwater Fund, Account 580.75.01-675 for the "East Side Modeling." Staff recommends the Council award this contract to Strand Associates for the proposed amount of \$250,260, which is under budget by \$49,740.

Recommendation

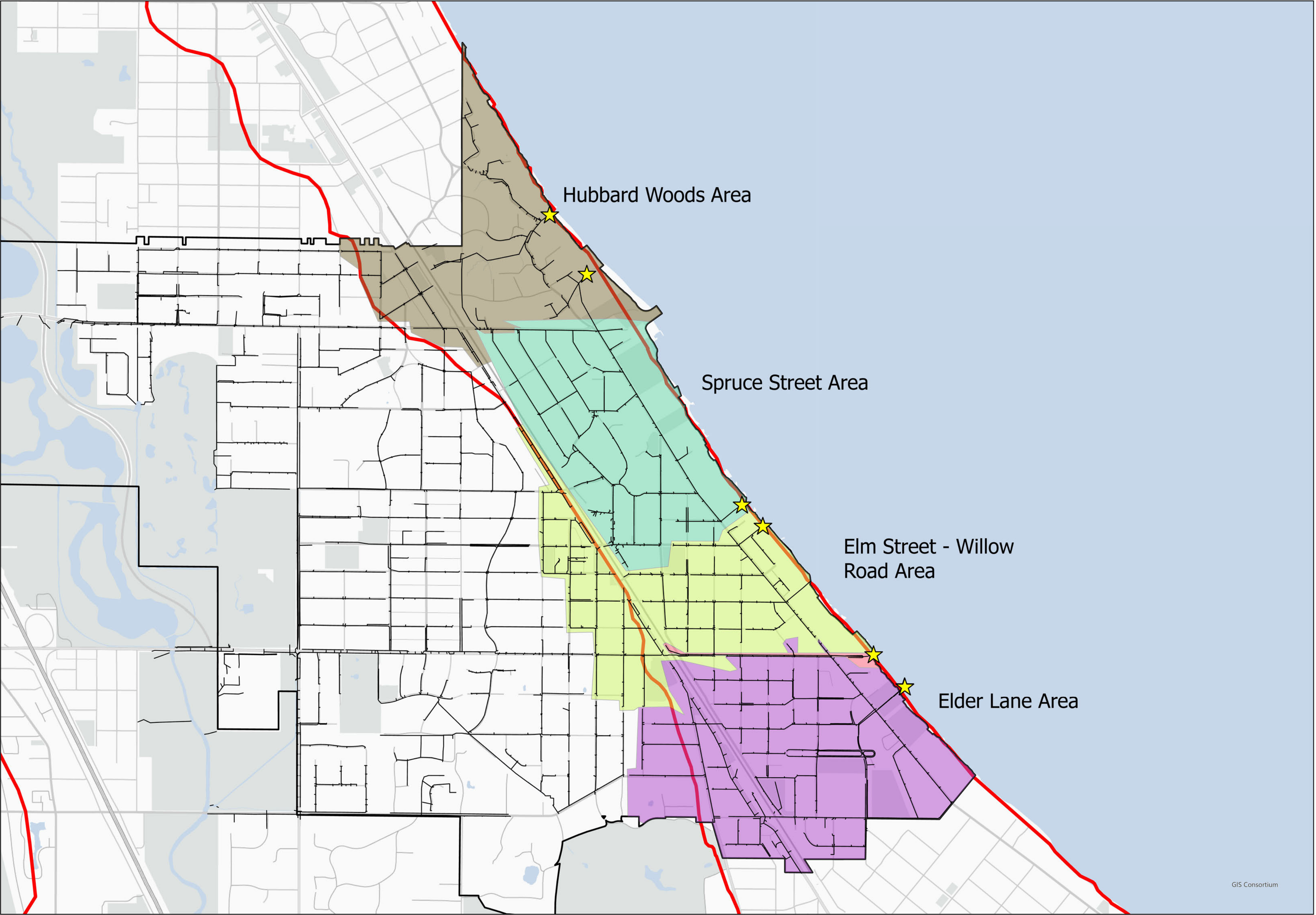
Consider adoption of Resolution R-39-2024 approving an agreement with Strand Associates, Inc. for Engineering Services for the Stormwater Management Study: Evaluation of Stormwater Management Improvements and Alternatives for Eastern Winnetka as outlined in their response to RFP #E024-01 dated January 4th, 2024, for an amount not to exceed of \$250,260.

Attachments

1. Exhibits showing limits of study area
2. Copy of Strand Proposal
3. Strand Proposed Project Schedule
4. Strand Associates Fee Proposal

ATTACHMENT #1

Limits of Study

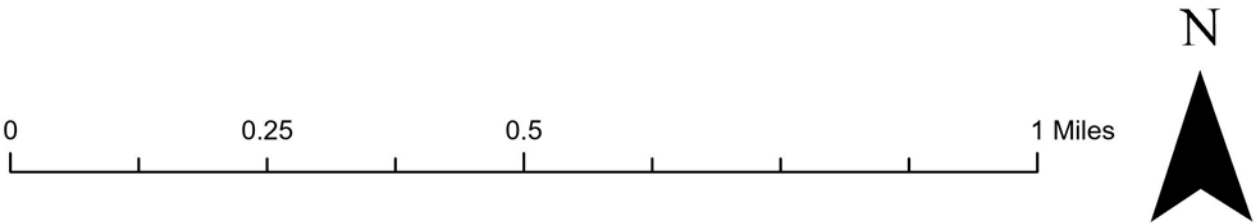


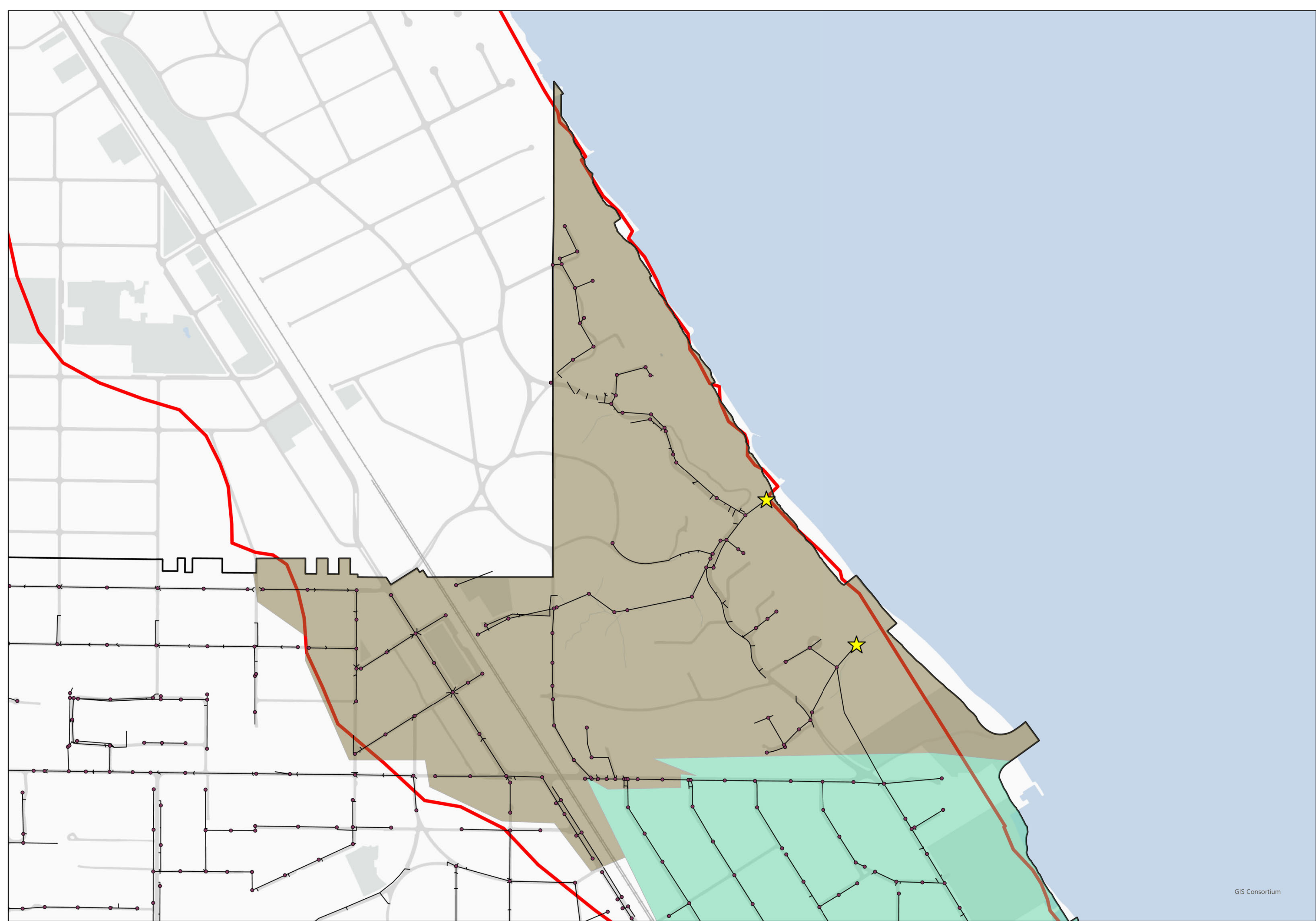
GIS Consortium

Watershed Sub-Basins Storm Drainage Basin

- Watershed Sub-Basins
- GG3
- HH
- KK5
- CC2
- FF3
- Storm Sewer
- Discharge Points

EXHIBIT 1





Hubbard Woods Area

Watershed Sub-Basins

Watershed Sub-Basins

Storm Drainage Basin

GG3

HH

KK5

CC2

FF3

Manhole

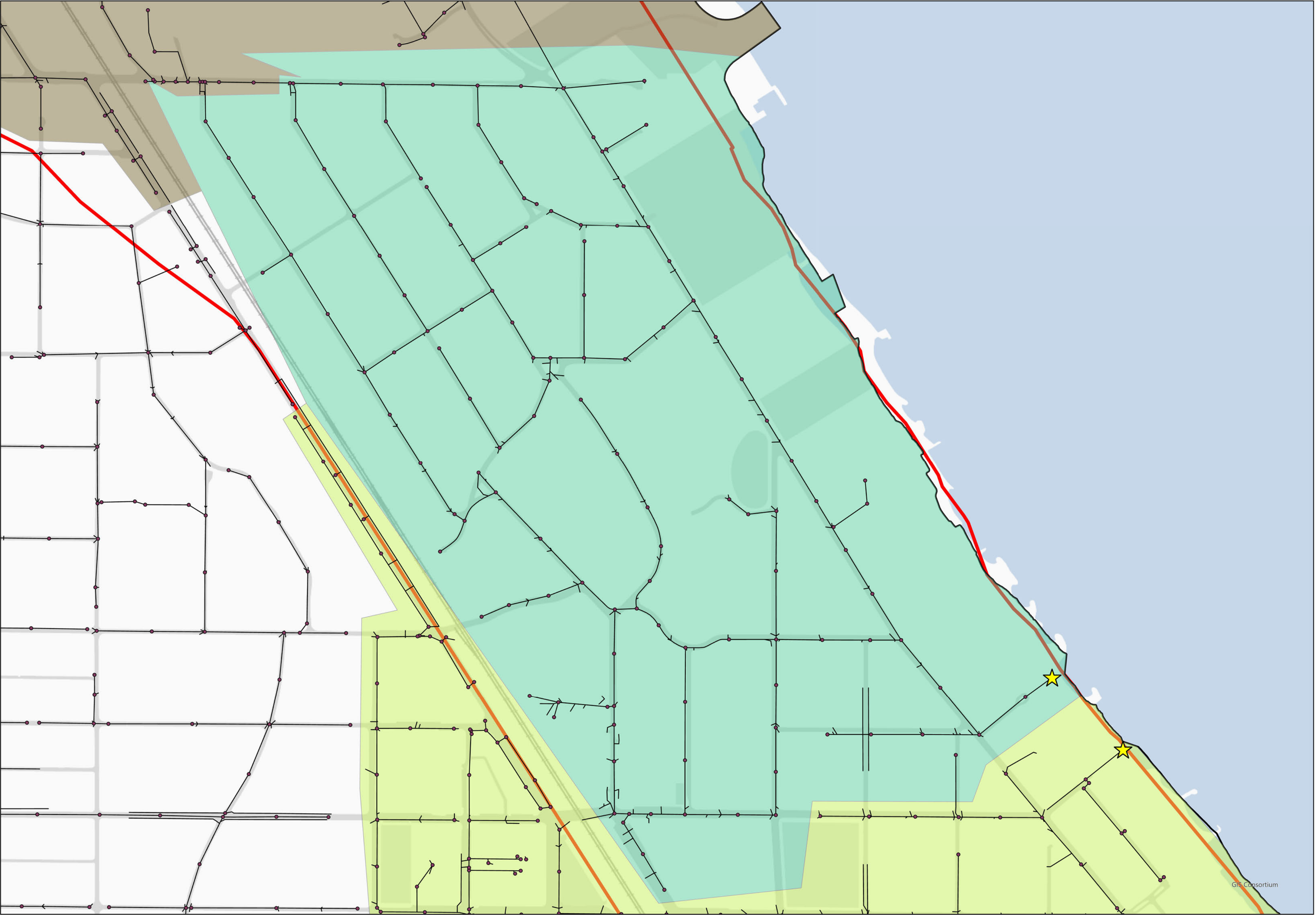
Storm Sewer

Discharge Points

EXHIBIT 2

0 0.1 0.2 0.4 Miles

N



Spruce Street Area

Watershed Sub-Basins

Watershed Sub-Basins

Storm Drainage Basin

GG3

HH

KK5

CC2

FF3

Manhole

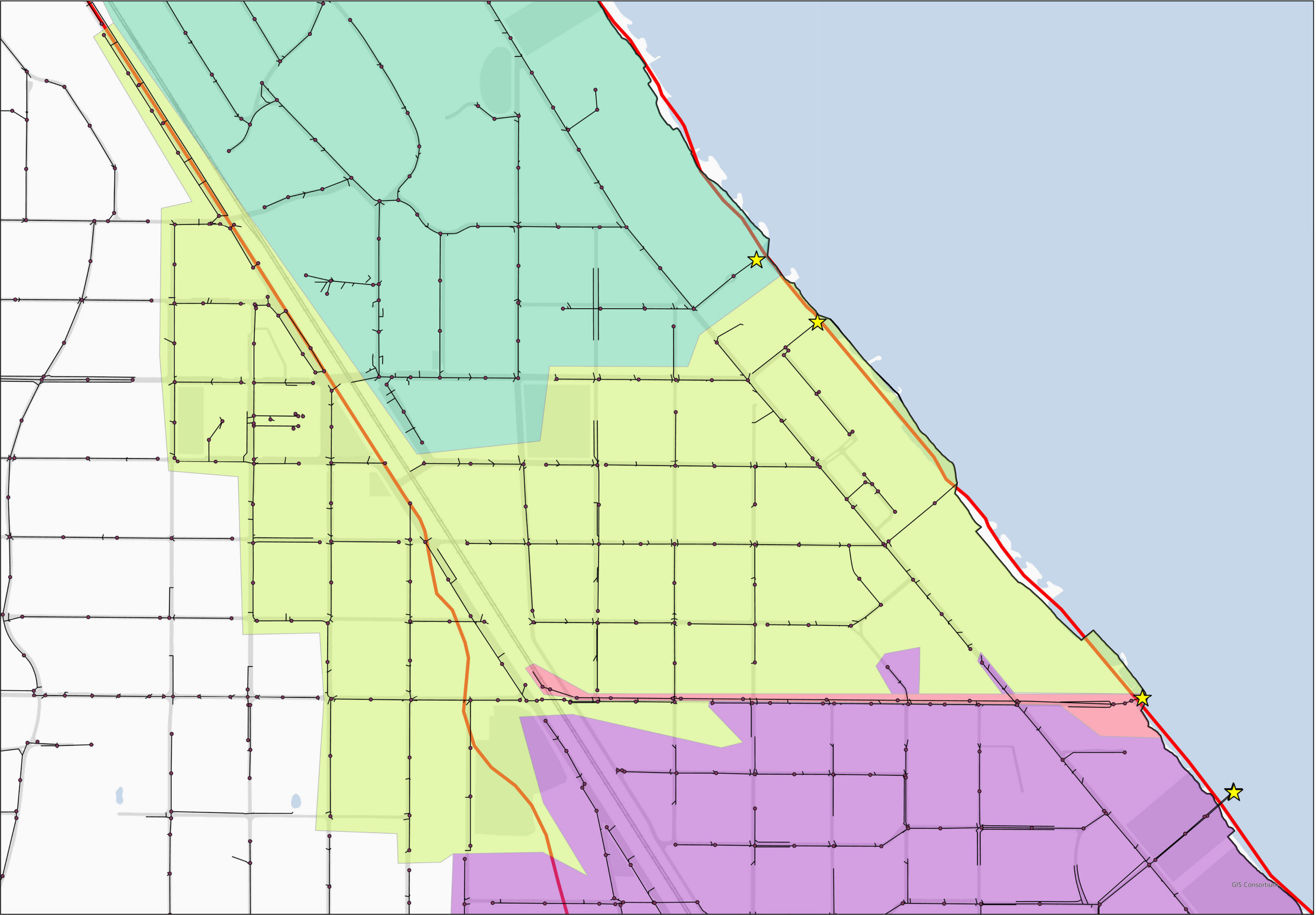
Storm Sewer

Discharge Points

EXHIBIT 3

0 0.05 0.1 0.2 Miles

N



Elm Street - Willow Road Area

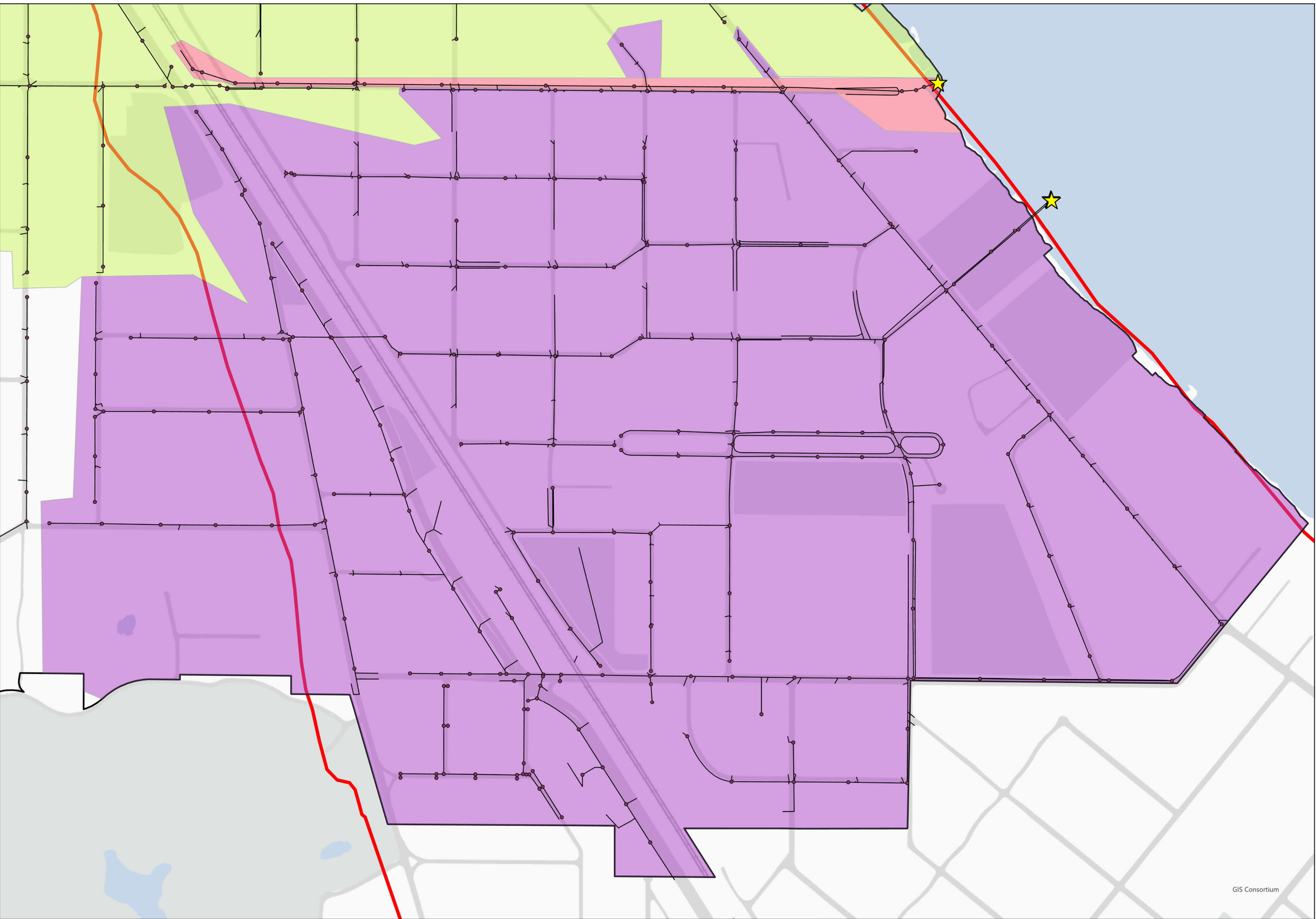
- Watershed Sub-Basins
- HH
 - KK5
 - CC2
 - FF3
 - GG3

- Manhole
- Storm Sewer
- Discharge Points

EXHIBIT 4

0 0.07 0.15 0.3 Miles





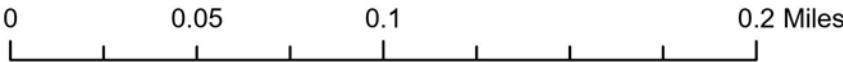
GIS Consortium

Elder Lane Area

- Watershed Sub-Basins
- HH
 - KK5
 - CC2
 - FF3
 - GG3

- Manhole
- Storm Sewer
- Discharge Points

EXHIBIT 5



ATTACHMENT #2

Strand Associates Proposal

Professional

Engineering

Services

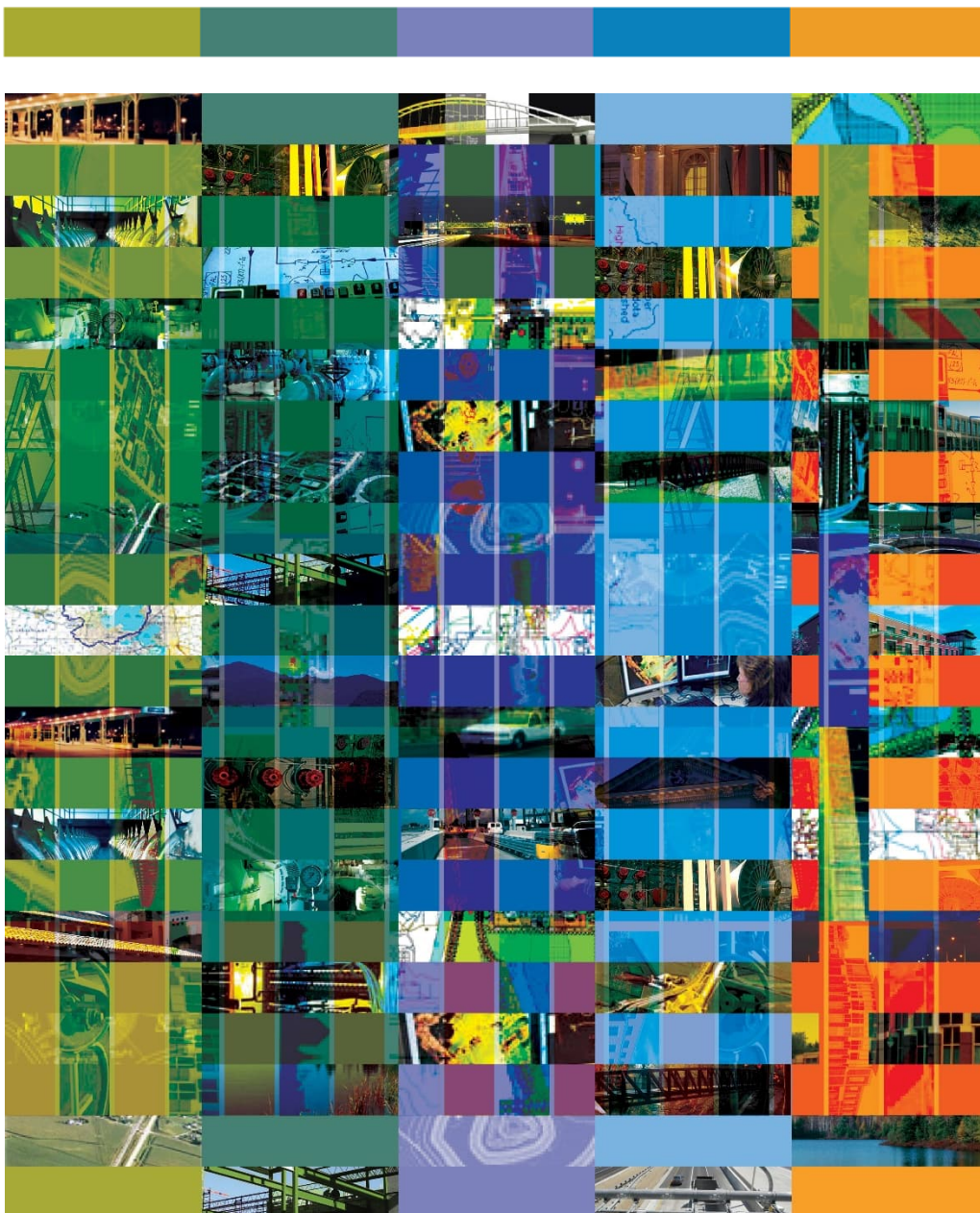
Stormwater
Management
Study: Evaluation
of Stormwater
Management
Improvements
and Alternatives
for Eastern
Winnetka

RFP #E024-01

Proposal

Village of
Winnetka, IL

February 16, 2024



February 16, 2024

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

Re: Request for Proposal (RFP) – Stormwater Management Study: Evaluation of Stormwater Management Improvements and Alternatives for Eastern Winnetka, RFP #E024-01

Dear Mr. Bernahl:

We are excited to submit our proposal for Winnetka's Stormwater Management Study of the Lake Michigan watershed. We have thoroughly enjoyed working with the Village of Winnetka over the past 8 years on its stormwater and flood control efforts and are confident that we can deliver another successful Stormwater Management Study for Village Staff and Council.

The Village will recognize our proposed project team, led by the same qualified experts that served the Village on the West and Southwest Winnetka Study. We have also expanded our team with highly qualified planners and stormwater engineers who have a history of successfully evaluating and developing appropriate stormwater management measures for numerous communities similar to Winnetka.

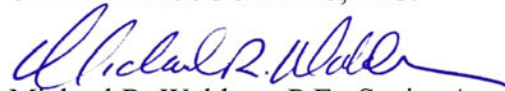
Our proposed approach to the Village's study builds on our depth of understanding of the Lake Michigan watershed and the Village's concerns with localized flooding, water quality impacts to the lake, and preservation of the beach and community character. We will again employ our unique holistic approach to leave no stone unturned and provide the Village with comprehensive technical and practical information on which to make solid stormwater management decisions.

We are confident that through implementation of our proposed approach, our team will identify reliable and community-specific alternatives to achieve Winnetka's stormwater management goals and maximize community benefits.

Thank you for considering our proposal. If there are any questions, please call.

Sincerely,

STRAND ASSOCIATES, INC.®



Michael R. Waldron, P.E., Senior Associate
Project Manager

P240.041/MRW:mah



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Budget (submitted in separate, sealed envelope)



A. Consultant Information

More Than 78 Years of Engineering Service Signifies Organizational Strength and Commitment to Quality

Strand Associates, Inc.[®] has specialized services in the fields of civil and environmental engineering. Since 1946, we have been helping clients resolve their complex needs in the areas of transportation, municipal, wastewater, and water supply engineering. This has enabled us to build a solid reputation for quality people and engineering that extends throughout the Midwest. We attribute our organizational strength to effective management with our talented engineers and scientists, and most of all, commitment to nurturing long-term client relationships. Reflecting back on 78 years of operation, however, we understand that it is the confidence our clients place in us that has made us successful.

Our Corporate Mission states that we are “*dedicated to helping clients succeed through excellence in engineering*”. In accordance with this mission, we are continually expanding our staff and service offerings to broaden our base of experience and knowledge so that we can provide more creative and comprehensive solutions meet the continually evolving needs of each client.

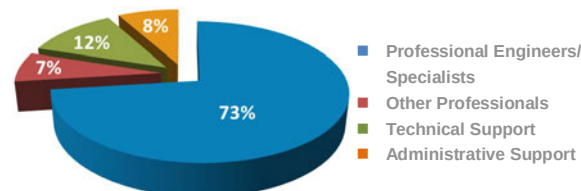
Our expertise covers the full spectrum of elements included in today’s more complex civil and environmental projects, such as planning and feasibility studies, environmental assessments and impact statements, public outreach programs, regulatory agency coordination, construction engineering and administration, and overall project management. These skillsets enable us to easily adapt our services in accordance with the unique circumstances each project presents.

To serve our national client base efficiently, we have multiple offices throughout the country, including in Madison and Milwaukee, Wisconsin; Columbus, Indiana; Columbus and Cincinnati, Ohio; Joliet, Illinois; Lexington and Louisville, Kentucky; Phoenix, Arizona; Brenham, Texas; Ames, Iowa; and Nashville, Tennessee.

Our expert staff of 495 employees bring experience of all disciplines normally necessary to successfully complete a project. Impressively, our engineers have an average of more than 11 years of experience and the majority are licensed and/or have advanced degrees.



Additional information can be found on our web site at: www.strand.com



Civil and environmental engineering and science services are provided from multiple offices throughout the U.S.



Human Nature, Inc., has 28 years of experience leading transformative, community-oriented projects, and clearly understands the multiple facets of designing public spaces. As Landscape Architects and Environmental Planners, Human Nature broadly trained in comprehensive aspects of design and construction, community planning, water resource management, and ecology. Their diverse planning and place-specific design experience enables them to approach planning and design in non-traditional ways. They help clients develop a vision of ecological health and culturally expressive landscapes.

Because Human Nature understands the importance of preserving ecosystems and providing places for people, especially children, to access nature, they are a regional leader in sustainable landscape design and planning. They have designed and implemented green infrastructure components throughout the region, including native meadows, rain gardens, bioswales, vegetated roofs, cisterns, and porous pavement systems.

Company Offices

The core of our proposed project team is nearly identical to the team that completed the Village's *West and Southwest Winnetka Alternatives Study*. Our Project Manager/Client Liaison, Mike Waldron, also managed that project and is in our Joliet, Illinois, office, enabling him to be responsive and prompt in serving the Village. Our technical and stormwater modeling team members are in our Joliet; Madison, Wisconsin; and Cincinnati, Ohio, offices. Our stormwater planning team members are in our Joliet and Cincinnati offices. We have pulled key staff from three of our offices to provide Winnetka with our top stormwater experts. Our inter-office team members frequently work together efficiently and effectively. And our subconsultant, Human Nature, is based out of Cincinnati, Ohio.



Joliet, Illinois



Madison, Wisconsin



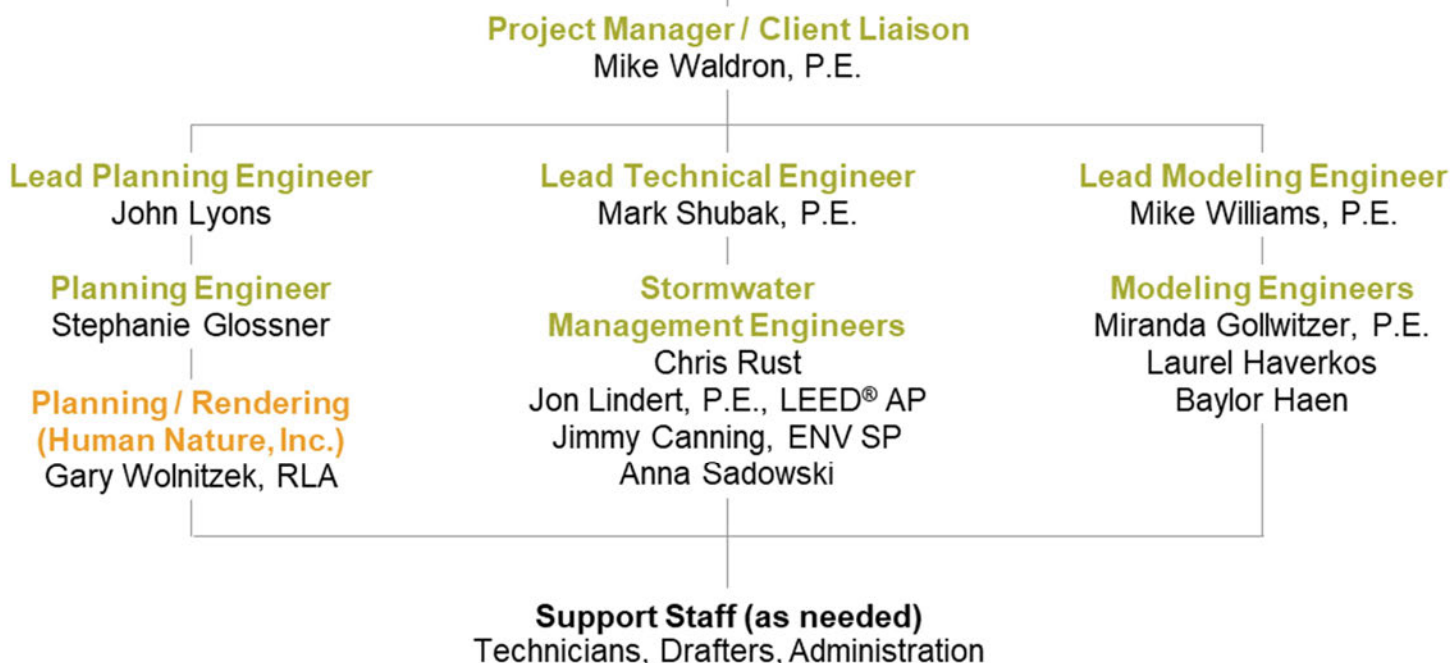
Cincinnati, Ohio

Project Team Structure and Personnel Experience

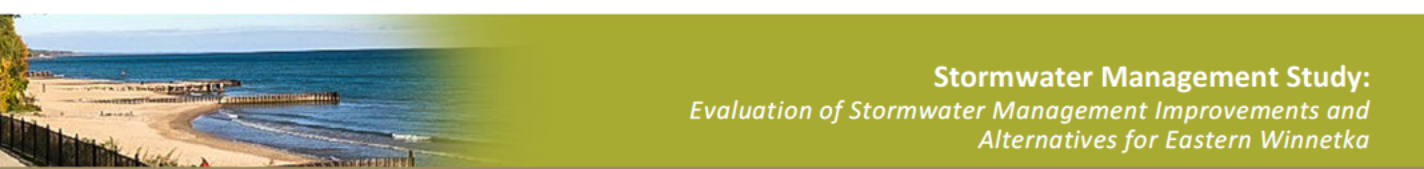
The organizational chart below details our stormwater management Project Team structure. The Village may recognize many of those on our team because most worked on the Village's *West and Southwest Winnetka Alternatives Study* or currently serve the Village in design and construction of that program. However, we are sensitive to maintaining our current commitments to the West and Southwest projects, so we have expanded our team to be able to fully serve the Village's needs. Our team is made up of leading industry stormwater professionals who are highly experienced and practically minded in each area of specialization. As represented in the following resumes, each member of our team is well suited for their role through their education, training, and experience.



Our project team has been structured to draw upon the past relationships between team members to support collaborative interaction between experts and working closely with the Village on this study. Mike Waldron will oversee all aspects of the project, including team communications, organizing and preparing the team for meetings, steering the project planning, technical, and modeling aspects, as well as tracking project schedule and budget. Not only is Mike familiar to the Village through his past and current work, he is familiar to the Winnetka Park District, Winnetka School District, and New Trier High School District – key stakeholders that could play important roles in this study. Mike brings a long history of successful project management, and his skills as a project manager will ensure that this project team is well organized, efficient, and effective.



Three of our firms most highly qualified stormwater experts and veterans from the Village's *West and Southwest Alternatives Study* – **John Lyons**, **Mark Shubak**, and **Mike Williams** – are returning to work with the Village of Winnetka. John will serve as the Watershed Planning and Sustainable Infrastructure Expert, Mark will serve as the Technical Stormwater Management Expert, and Mike Williams will serve as the Modeling Expert. Their skillsets complement one another extremely well and bring various stormwater management viewpoints to the Village. Additionally, **Gary Wolnitzek** with Human Nature, Inc. is also returning to our team, having previously worked on the West and Southwest study. Gary will, again, provide historical planning and sustainable infrastructure expertise along with graphic renderings for visualization and public outreach, similar to that which the West and Southwest study so successful.



The following matrix represents the skillsets, experience, and capabilities of our proposed project team. This matrix highlights six key categories we believe encompass the spectrum of services and skills that will be necessary to complete the Eastern Winnetka study successfully. The exceptional qualifications of our selected project team provide confidence in the quality and capabilities of the people who will serve the Village.

Team Member	Stormwater Management Studies and Costing	Sustainable/Green Alternatives Analysis	Traditional/Gray Alternatives Analysis	Hydrologic/ Hydraulic Modeling	Water Quality Modeling, Monitoring, and Implementation	Public Participation and Stakeholder Outreach
Michael Waldron, P.E. <i>Project Manager / Client Liaison</i>	✓	✓	✓	✓	✓	✓
John Lyons, P.E. <i>Lead Planning Engineer</i>	✓	✓	✓		✓	✓
Mark Shubak, P.E. <i>Lead Technical Engineer</i>	✓	✓	✓	✓	✓	✓
Michael Williams, P.E., LEED AP <i>Lead Modeling Engineer</i>	✓	✓	✓	✓	✓	✓
Stephanie Glossner, P.E. <i>Planning Engineer</i>	✓	✓	✓	✓	✓	✓
Chris Rust, P.E. <i>Stormwater Management Engineer</i>	✓	✓	✓	✓	✓	✓
Jon Lindert, P.E., LEED® AP <i>Stormwater Management Engineer</i>	✓	✓	✓	✓	✓	✓
Jimmy Canning, E.I.T., ENV SP <i>Stormwater Management Engineer</i>	✓	✓	✓		✓	✓
Anna Sadowski, P.E. <i>Stormwater Management Engineer</i>	✓	✓	✓	✓	✓	✓
Miranda Gollwitzer, P.E. <i>Modeling Engineer</i>	✓	✓	✓	✓		✓
Laurel Haverkos, P.E. <i>Modeling Engineer</i>	✓	✓	✓	✓	✓	✓
Baylor Haen, E.I.T. <i>Modeling Engineer</i>	✓	✓	✓	✓	✓	✓
Gary Wolnitzek, RLA <i>Planning/Landscape Architecture</i>	✓	✓	✓		✓	✓
Sara DiLandro, AICP <i>Planning/Landscape Architecture</i>	✓	✓	✓			
Sean Buckley <i>Planning/Landscape Architecture</i>	✓	✓	✓		✓	✓



Michael Waldron, P.E.

Project Role: Project Manager/Client Liaison



Education:

B.S., Civil Engineering, Bradley University, Illinois, 1991

Professional Registration:

Professional Engineer in Illinois and Indiana

Years of Experience:

32

Mike will serve as the Project Manager/Client Liaison for this project. Mike is currently the Discipline Coordinator of our Joliet Municipal and Stormwater Engineering Department. Mike has more than 32 years of experience as Project Manager and Lead Project Engineer for stormwater management studies, design, and construction. Mike has been involved in all stormwater management work out of our Joliet office and has been leading the Village of Winnetka in its stormwater management planning, design, and construction for the West and Southwest Winnetka watershed since 2015.

Related Project Experience

- **West and Southwest Winnetka Stormwater Management Study – Winnetka, IL** – Mike was the Project Manager for development of the Village's comprehensive flood mitigation plan and has continued to manage design and construction implementation. This \$80 million flood control master plan that was adopted by the Village Council in 2016, included development of creative and cost-effective flood control solutions that were guided by establishment of strong community and stakeholder partnerships.
- **Stormwater Management Capital Plan – Chicago Metropolitan Agency for Planning (CMAP) and Midlothian, IL** – Mike served as Project Manager and Technical Lead for development of a Stormwater Management Capital Plan (SMCP) to address localized flooding issues caused by flat topography, increased impervious surfaces, and outdated infrastructure. The final SMCP provided prioritization and phasing for each flood mitigation opportunity evaluated, as well as preliminary engineering design and opinions of cost for an initial and long-term stormwater management program. This project also included significant coordination with the Metropolitan Water Reclamation District of Greater Chicago (MWRD) and US Army Corps of Engineers (USACE).
- **South Central Interceptor (WB DuPage River) Stabilization – Naperville, IL** – Mike served as Project Manager for development the Phase 1 study and Phase 2 design and provided quality control review for Phase 3 construction for this riverbank stabilization project that restored the banks of a highly volatile urban river and protected a 48-inch-diameter sanitary interceptor sewer in peril of falling into the river. This project also included coordination with the USACE, Illinois Department of Natural Resources (IDNR), and DuPage County Department of Environmental Concerns.
- **DuPage County Stormwater – Various Unincorporated Communities, IL** – Mike has been managing 'Upon Request' stormwater management support services to DuPage County since 2018. Under these services he has provided evaluations of stormwater flooding issues in various unincorporated areas across DuPage County. The evaluations include hydrologic and hydraulic analyses with 2D modeling to document the location, extent, and depth of flooding issues.



John Lyons, P.E.

Project Role: Lead Planning Engineer



Education:

B.S., Civil Engineering, University of Massachusetts, Amherst, MA, 1987

Professional Registration:

Professional Engineer in Ohio and Kentucky

Years of Experience: 36

John has 36 years of experience in the civil/environmental field, with a rare blend of private sector, regulatory, and municipal expertise. He has served as Project Manager for sustainable infrastructure and stormwater planning and design services for clients around the country, including University of Cincinnati, Northeast Ohio Regional Sewer District in Cleveland, City of Euclid, Louisville/Jefferson County Metropolitan Sewer District, City of Springfield, Metropolitan Sewer District of Greater Cincinnati, and Sanitation District No. 1 in Northern Kentucky. John is nationally recognized by his peers, colleagues, and Environmental Protection Agency (EPA) regulators as an expert in stormwater management. John has an exceptional ability to approach complex problems in a very pragmatic yet innovative way. John's experience in developing and implementing cohesive and multi-purpose, large scale stormwater management systems will be a tremendous asset to this project.

Related Project Experience

- **Stormwater Master Plan – Elizabethtown, KY** – John is serving as the Principal-in-Charge for this stormwater master planning initiative to reduce residential flooding, improve water quality, strengthen local stormwater regulations, and potentially adopt a stormwater utility. Currently, nearly \$2 million in improvements are being designed, including new infrastructure, stream restoration, and detention basins.
- **Flood Mitigation Study – Morgantown, WV** – John is serving as the Principal-in-Charge for this study that includes detailed 2D modeling to evaluate various flood mitigation alternatives to address widespread flooding. The study area was divided into 11 subcatchments that were prioritized for further evaluation.
- **West and Southwest Winnetka Stormwater Management Study – Winnetka, IL** – John was the Lead Planning Engineer for the development of a comprehensive flood mitigation plan. This \$57.7 million flood control master plan included development of creative and cost-effective flood control solutions that were guided by establishment of strong community and stakeholder partnerships.
- **Lick Run Watershed Valley Conveyance System, Metropolitan Sewer District of Greater Cincinnati – Cincinnati, OH** – As the Principal-in-Charge, John led planning and preliminary engineering to identify opportunities to reduce overflows, provide stormwater conveyance for the 100-year event, and include urban renewal. This included restoring a mile of historical stream, installing 55,000 linear feet of storm sewers, modifying bridges and roads, providing green controls, and providing redevelopment opportunities.
- **Rapid Run Watershed Evaluation and Preliminary Engineering, Metropolitan Sewer District of Greater Cincinnati – Cincinnati, OH** – John led the planning evaluation for stormwater conveyance along Rapid Run Road, including the creation of segments of open channel stream, totaling more than 2,200 linear feet to safely convey the 100-year storm event and mimic the functionality of a natural stream, areas of sewer separation, and enhancements of detention basins for added water quality and quantity benefits. The project utilizes 34 Federal Emergency Management Agency (FEMA) buyout properties that had experienced flooding problems, as well as 41 non-FEMA properties.



Mark Shubak, P.E.

Project Role: Lead Technical Engineer



Education:

B.S., Civil Engineering, University of Wisconsin-Platteville, 1993

Professional Registration:

Professional Engineer in Illinois, Wisconsin, and Iowa

Years of Experience:

30

Mark will be the Lead Technical Engineer for this project. He has 30 years of experience as a stormwater and water resource engineer, including hydrologic and hydraulic analyses using a variety of software packages; planning, design, and construction administration of stormwater conveyance and storage facilities; floodplain and floodway studies/mapping; Phase I and II National Pollutant Discharge Elimination System (NPDES) stormwater permitting; grant writing; and streambank restoration planning and design.

Related Project Experience

- **West and Southwest Winnetka Stormwater Management Study – Winnetka, IL** – Served as Lead Stormwater and Hydraulic Engineer for the development of a comprehensive flood mitigation plan. This \$57.7 million flood control master plan that was adopted by the Village Council in 2018, included development of creative and cost-effective flood control solutions that were guided by establishment of strong community and stakeholder partnerships.
- **Midlothian Stormwater Capital Plan – CMAP and Midlothian, IL** – Served as the Technical and Quality Control Engineer for development of a SMCP to address localized flooding issues caused by flat topography, increased impervious surfaces, and outdated infrastructure. The final SMCP provided prioritization and phasing for each flood mitigation opportunity evaluated, as well as preliminary engineering design and opinions of cost for an initial and long-term stormwater management program.
- **Village Green Community Open Space Redevelopment – Antioch, IL** – Served as Lead Hydraulic and Design Engineer for the daylighting of a buried reach of Sequoit Creek and redevelopment of a vacant site into a community park. The \$12.5 million flood mitigation project includes streambank restoration improvements, three overlook structures, amphitheater terrace, performance pavilion, and inclusive playground. The project received significant grant funding assistance, including an Illinois Department of Commerce and Economic Opportunity (DCEO) Grant administered by the Lake County Stormwater Management Commission. Project construction began in 2023 and will be completed later this year.
- **Lower and Upper Bee Branch Creek Restoration Projects – Dubuque, IA** – Served as the Lead Stormwater and Hydraulic Engineer that replaced 4,500 feet of 15-foot-diameter storm sewer with a restored open waterway. Tasks for this \$100 million project included performing dynamic hydrologic and hydraulic modeling using XPSWMM 2D, plan development and design of the open waterway, development of flood profiles and floodplain mapping, implementation of stormwater green infrastructure measures, and permitting coordination with the IDNR-OWR, USACOE, and FEMA.
- **Lick Run Greenway – Metropolitan Sewerage District of Greater Cincinnati, OH** – Served as the Lead Stormwater and Hydraulics Engineer for plan development and design of approximately 55,000 feet of storm sewer conveyance facilities, 5,600 feet of restoration to the historic Lick Run corridor, and numerous stormwater green infrastructure techniques throughout the watershed.



Michael Williams, P.E.

Project Role: Lead Modeling Engineer



Education:

B.S., Civil and Environmental Engineering, Iowa State University, 2000

Professional Registration:

Professional Engineer in Illinois and Wisconsin

Years of Experience: 23

Mike will be the Lead Stormwater Modeling Engineer for stormwater and water quality modeling efforts. Mike has 23 years of experience with stormwater planning and management, including hydrologic/hydraulic modeling, watershed planning and management, streambank restoration and design, stormwater detention basin design and rehabilitation, and design of Best Management Practice (BMP) measures. He has developed stormwater management plans using programs such as EPA SWMM, PCSWMM, XPSWMM, InfoWorks ICM, StormCAD, HEC-HMS, HydroCAD, HEC-RAS and WinSLAMM. Mike is instrumental in providing in-depth analysis, design, and preparation of drawings and specifications for storm sewers, stormwater ponds, green infrastructure, rehabilitation and dredging of existing ponds, and streambank and shoreline restoration.

Related Project Experience

- **West and Southwest Winnetka Stormwater Management Study – Winnetka, IL** – Mike served as the Stormwater and Hydraulic Engineer for this study. Mike developed the XPSWMM 2D model, performed a calibration step, and aided in the development and modeling of the study alternatives. Mike continued to work with the project design team to provide technical guidance on the modeling during the design phases of the studies vision.
- **Stormwater Management Capital Plan – CMAP and Midlothian, IL** – Mike served as the Modeling Lead for development of a Stormwater Management Capital Plan (SMCP). Modeling included XPSWMM-2D and HEC-HMS models to analyze and design the closed system and open channel concepts.
- **Watershed Study – Manitowoc, WI** – Mike served as the Project Manager for this flood control study to alleviate flooding in three priority watersheds. XPSWMM 2D was used to analyze existing conditions and perform an alternative analysis for each watershed. The recommended alternative that incorporates pipe upgrades and a regional detention basin will have the design of improvements funded by a FEMA Building Resilient Infrastructure and Communities (BRIC) Capability and Capacities grant program.
- **Lick Run Greenway – Metropolitan Sewerage District of Greater Cincinnati, OH** – Mike completed the modeling and hydraulic analysis for the planning and design of the Lick Run Greenway project. He used XPSWMM 1D & 2D and HEC-HMS models to analyze and design a hybrid conveyance system with a naturalized surface channel and underground stormwater conduit. The hybrid conveyance analysis and design included a downstream detention basin, hydraulic connections between the channel and box, channel headwater and outfall features, and six bridges.
- **Localized Flood Modeling – Fond du Lac, WI** – Mike served as the Project Manager for this flood control study to alleviate flooding in two priority watersheds. XPSWMM 2D was used to analyze existing conditions, which included a large pumping station and providing an alternative analysis for each watershed.



Stephanie Glossner, P.E.

Project Role: Planning Engineer



Education:

B.S. Civil Engineering – University of Dayton, Ohio, 2006

Professional Registration:

Professional Engineer in Kentucky

Years of Experience:

18

Stephanie will serve as a Planning Engineer for this project. Stephanie is a skilled program manager and design engineer experienced with providing stormwater master planning, design, and support services to various clients for both stormwater management and overflow and flooding reduction. Stephanie has spent her career focused on stormwater management, with an emphasis on cost-effective and sustainable green infrastructure plan development and design initiatives. Stephanie has played a key role in the development of a regional approach for the incorporation of green infrastructure and integrated controls into stormwater master plans. She has a thorough understanding of the benefits of various stormwater management techniques and has worked to evaluate the performance of green infrastructure and stormwater management controls on both a regional and watershed scale.

Related Project Experience

- **Lick Run Greenway, MSDGC, Cincinnati, OH** – Stephanie served as Assistant Project Manager for the \$100 million Lick Run Greenway project, which consists of 5,600 linear feet of a hybrid open channel and box conduit conveyance system, green infrastructure technologies, detention facilities, and improved traffic corridors. The project pairs the investment in green infrastructure with improvements to the aesthetics and amenities of the South Fairmount neighborhood, while providing CSO control and safe conveyance of the 100-year storm.
- **Lower Mill Creek Sustainable Watershed Evaluation, Metropolitan Sewer District of Greater Cincinnati, (MSDGC) – Cincinnati, OH** – Stephanie assisted with the sustainable watershed opportunities evaluation of the Lower Mill Creek watershed utilizing our formal watershed planning process to identify opportunities for removing stormwater runoff and natural stream base-flows from MSDGC's system. Stephanie worked with the project team to create coarse-level plans for each of the subbasins, identifying opportunities to capture more than 3.2 BG of stormwater runoff to address overflows and flooding.
- **Green Infrastructure Program, Northeast Ohio Regional Sewer District – Cleveland, OH** – Stephanie served as the Assistant Project Manager for NEORS's green infrastructure program, identifying nearly \$80 million in projects that will remove hundreds of millions of gallons of stormwater runoff from the combined system, capture and treat stormwater runoff, and improve flooding issues. This has led to the design of three Green Ambassador Projects, totaling more than \$10 million, including more than 15,000 linear feet of storm sewer and the construction of four large bioretention basins and five rain gardens, and the preliminary engineering of ten other green projects.
- **Green Infrastructure Design Program, Louisville and Jefferson County Metropolitan Sewer District – Louisville, KY** – Stephanie was the primary engineer working with a multidisciplinary team assisting MSD to identify green projects throughout the combined system to reduce the amount of stormwater entering the sewers, while also providing additional benefits to the community. This led to the development of a \$45 million program to cost-effectively integrate green controls into the District's LTCP.



Chris Rust, P.E., CFM

Project Role: Stormwater Management Engineer



Education:

M. Eng. Civil Engineering—University of Louisville, Kentucky, 2006

B.S. Civil Engineering—University of Louisville, Kentucky, 2005

Professional Registration:

Professional Engineer in Ohio and Kentucky

Years of Experience: 18

Chris will be a technical lead, providing stormwater management engineering support and quality control. Chris has 18 years of experience in civil and environmental engineering, specializing in stormwater management, master planning, and water quantity and quality planning and design. Chris brings a wealth of experience with stormwater master planning and flooding evaluation and design, having played a key role on efforts for numerous communities throughout the Midwest. His experience includes an important blend of planning, storm water modeling with a variety of platforms, and technical design.

Related Project Experience

- **Stormwater Management Capital Plan – CMAP and Midlothian, IL** – Chris provided technical guidance and Quality Control for development of a Stormwater Management Capital Plan (SMCP) addressing localized flooding issues in this highly impervious community with outdated infrastructure.
- **Stormwater Master Plan – Elizabethtown, KY** – Chris was the Project Manager for this stormwater master planning initiative to reduce residential flooding, improve water quality, strengthen local stormwater regulations, and potentially adopt a stormwater utility. He is currently overseeing the design of nearly \$2 million in improvements, including new infrastructure, stream restoration, and detention basins.
- **Flood Mitigation Study – Morgantown, WV** – Chris is the Project Manager for this study. He is leading the detailed 2D modeling to evaluate various flood mitigation alternatives to address widespread flooding. The study area was divided into 11 subcatchments that were prioritized for further evaluation.
- **Stormwater Master Plan – Hamilton, OH** – Chris served as the senior modeling engineer to complete a Stormwater Master Plan project to help address failing pipes, sink holes, historic stone sewer infrastructure, and localized street and neighborhood flooding. He oversaw detailed modeling of three different neighborhood flooding issues using XPSWMM to evaluation opportunities for flood reduction alternatives.
- **Stormwater Support and Drainage Evaluation Services – Mason, OH** – Chris has been providing ‘on-call’ stormwater support services for modeling and detailed evaluations of stormwater issues in the city. The evaluations include hydrologic and hydraulic analyses with 2D modeling to document the location, extent, and depth of flooding issues. For each study area, Chris identified cost-effective alternatives with clear illustrations of anticipated flood reduction benefits. Constructed solutions have included new storm sewer systems, open channel improvements, detention basin retrofits, and maintenance activities.
- **Stormwater Master Plan and Evaluation – Piqua, OH** – Chris was the Project Manager and primary modeler for this project. He developed XPSWMM 2D models to evaluate the extent and depth of flooding at specific locations. The evaluation of existing conditions considered both conveyance capacity and inlet capacity. The alternatives analysis assessed new detention areas, basin retrofits, new conveyance, and green BMPs. For each alternative, he developed planning-level costs and flood reduction benefits.



Jon Lindert, P.E., LEED® AP

Project Role: Stormwater Management Engineer



Education:

B.S. Civil/Environmental Engineering – University of Wisconsin-Platteville, 1993

Professional Registration:

Professional Engineer in Illinois, Iowa, Ohio, and Wisconsin

Years of Experience: 31

Jon will be a Stormwater Management Engineer with a focus on the water quality aspects of this study. Jon is a leading stormwater expert within our firm. Many of his projects involve analysis of complex stormwater quality and quantity issues, navigation through complex regulatory requirements, and orchestration of significant public involvement plans. Jon was the Project Manager for more than 14 stormwater management plans aimed at reducing flooding utilizing state of the art modeling software including XPSWMM, HydroCAD, StormCAD, HEC-1, TR-55, HEC-HMS, Hydraflow Hydrographs, HEC-RAS, HEC 2, and WinSLAMM. Jon also coordinates our firm's stormwater grant writing program (121 grants totaling \$12.9 million for our clients).

Related Project Experience

- **Flood Control Planning and Design – Winnetka, IL** – Jon provided technical guidance during planning and design phases for ecological restoration and underground wet detention basin components.
- **Flood Control and Stormwater Quality Plans – Manitowoc, WI** – Jon provided technical guidance, quality control, and coordinated synergies between these two 2023 plans aimed at solving severe flooding and Northeast Lakeshore total maximum daily load (TMDL) compliance. A \$247,500 FEMA-BRIC Capability- and Capacity-Building (C&CB) grant is funding design in 2024 for the highest priority flood control project coming out of the flood control plan.
- **Localized Flood Study – Fond du Lac, WI** – Jon provided technical guidance and quality control review on this 2023 plan aimed at solving severe flooding in two high priority watersheds in the city. Jon is providing a similar role in 2024 on a second phase of the study funded by a \$193,000 FEMA-BRIC C&CB grant.
- **Statewide Green Infrastructure Planning, Analysis, and Design (Wisconsin)** – Whether for municipal separate storm sewer system (MS4)/TMDL Compliance or Site Development/Redevelopment (public and private), Jon has provided planning, analysis, and design following Wisconsin Department of Natural Resources' guidance documents to implement green infrastructure in more than 30 communities.
- **Streambank Stabilization/Restoration** – Jon has provided plan development, design, permitting, and construction observation services of 24 streambank/shoreline restoration projects totaling 8 miles in 6 states (IL, IA, OH, KY, WI, WV). Streambank restoration techniques designed include vegetated geogrids, vegetated boulder revetments, littoral shelves, and paddling access, in-line stormwater treatment devices, riprap, coir fiber rolls, turf reinforcement mat (TRM), j-hook vanes, root wads, sack gabions, pool/riffle sequence, gabion mattress, in-stream ledge rock drops, and native plantings.
- **Lick Run Valley Conveyance System Design – Metropolitan Sewer District of Greater Cincinnati (MSDGC), OH** – Jon served as the Lead Quality Control and Design Reviewer for the modeling and design completed to daylight the 1-mile Lick Run waterway including conveyance, green infrastructure, and urban parkway upgrades.



Jimmy Canning, E.I.T, ENV SP

Project Role: Stormwater Management Engineer



Education:

B.S. Civil Engineering–Saint Louis University, 2015
M.S. Civil and Environmental Engineering–University of Illinois at Urbana-Champaign, 2018

Professional Registration:

Institute for Sustainable Infrastructure Envision® Sustainability Professional

Years of Experience: 6

Jimmy will serve as a Stormwater Management Engineer for this project. He specializes in green infrastructure design for stormwater control, watershed-based planning, storm sewer design, water quality standards and modeling, regional green infrastructure planning and implementation, NPDES stormwater Phase II permitting, and project management. Jimmy also has experience with water quality BMPs, and water quality monitoring and modeling.

Related Project Experience

- **West and Southwest Winnetka Stormwater Management Program – Winnetka, IL** – Jimmy provided water quality monitoring, modeling, and reporting services to meet regulatory requirements and prove that the proposed project would provide significantly-reduced pollutant loading to downstream facilities.
- **North of Willow–Duke and Little Duke – Winnetka, IL** – Jimmy has served as Lead Design Engineer and Assistant Project Manager for design of more than 20 acre-feet of underground storage and up to 8-foot by 4-foot box storm sewer and culverts on this large stormwater management project. He also served as Assistant Project Manager for construction of these facilities.
- **Crow Island Storage and Conveyance – Winnetka, IL** – Jimmy served as Lead Design Engineer and Assistant Project Manager for design of an 8-acre-foot underground storage facility and 12-foot by 5-foot and 10-foot by 5-foot box storm sewer. He developed the engineering drawings and specifications for this project and is currently Assistant Project Manager for construction of these facilities.
- **South Central Interceptor Sewer Hardening and Protection – Naperville, IL** – Jimmy assisted with the plan development and design services for this riverbank stabilization and interceptor sewer protection project. He developed final engineering drawings and specifications for a number of stabilization techniques for five different types of riverbank erosion and five different locations where upstream tributaries drain over the top or under the interceptor in route to the river. Jimmy is currently monitoring and reporting on restoration progress under a 5-year restoration and maintenance program under a DuPage County permit.
- **5th Street to 9th Street Roadway and Water Main Improvements – Lockport, IL** – Jimmy was the Lead Design Engineer for this \$4.99 million project that included 1.2 miles of roadway reconstruction and resurfacing, water main replacement, and new storm sewer system.
- **MS4 NPDES Permitting and Stormwater Planning, Various Communities, Illinois** – Jimmy leads our Illinois MS4 Compliance services out of our Joliet office. As such, he keeps our Joliet staff informed about regulatory requirements and changes, and moderates our annual reporting and stormwater planning documentation to the Illinois Environmental Protection Agency (IEPA) for various stormwater clients.



Anna Sadowski, P.E.

Project Role: Stormwater Management Engineer



Education:

B.S. Civil Engineering - University of Wisconsin-Madison, 2016

Professional Registration:

Professional Engineer in Wisconsin

Years of Experience:

7

Anna will be a Stormwater Management Engineer for this project. She brings more than 7 years of experience working on stormwater quality management plans and innovative green infrastructure give her unique insights into the planning, design, funding, and implementation of green infrastructure alongside traditional storm sewer upgrades within developed portions of communities. Anna is proficient in stormwater modeling programs such as StormCAD, HydroCAD, FlowMaster, and WinSLAMM. Her experience offers a well-rounded problem-solving approach.

Related Project Experience

- **Stormwater Quality Management Plan and Priority Areas Flooding Study – Sheboygan, WI –** Helped update the City's MS4 program to maintain MS4 permit compliance, provide alternatives analysis for Northeast Lakeshore TMDL compliance, and provide XPSWMM 2D modeling and alternatives analysis to address persistent flooding in two priority watersheds in the city.
- **Near-Term Stormwater Capital Improvement Plan – Somers, WI –** Led a public engagement session to identify riverine and localized flooding issues throughout the Village of Somers and prepared a project prioritization matrix based on Village and public input. Currently, moving forward with flood modeling and alternatives analysis for two priority areas.
- **Stormwater Quality Management Plan Updates for MS4/TMDL Compliance –** Completed MS4 program updates, stormwater quality modeling, and alternatives analysis for the cities of La Crosse, Portage, and Marshfield, as well as the Town of Cedarburg and Sheboygan County, using WinSLAMM and ArcSLAMM Plus.
- **Mineral Street Overpass Green Infrastructure Project – Milwaukee Metropolitan Sewerage District (MMSD), WI –** Currently serving as Assistant Project Manager for the District's Mineral Street Overpass Green Infrastructure Project, which includes multiple bioretention basins, maintenance paths, pretreatment devices, a custom concrete cistern, and a permeable paver plaza.
- **On-Call Design Services for Green Infrastructure – MMSD, WI –** Led several design projects for implementation of green infrastructure throughout MMSD's service area. Served as Lead Project Engineer for the Marquette Interchange Overpass project, which involved design of bioretention basins, permeable pavers, and native landscaping in an underutilized urban corridor.
- **City of Milwaukee Master Engineering Services – Milwaukee, WI –** Selected key staff for Sewer Design category and Project Manager for the Stormwater Management, Planning, Design, and Analysis category for the City of Milwaukee Master Engineering Services Contract.



Miranda Gollwitzer, P.E.

Project Role: Stormwater Modeling Engineer



Education:

B.S. Civil Engineering–Purdue University, 2019

Professional Registration:

Professional Engineer in Illinois

Years of Experience:

5

Miranda will serve as a Stormwater Modeling Engineer for this project. Her expertise includes hydraulic and hydrologic modeling of stormwater facilities, storm sewer design, green infrastructure design for stormwater control, watershed-based planning, and project management. Her stormwater modeling experience includes analyzing stormwater conveyance for urban and suburban watersheds. She has extensive experience with geographic information system (GIS) and is familiar with multiple drainage modeling softwares, including XPSWMM, StormCAD, and HydroCAD.

Related Project Experience

- **West and Southwest Winnetka Stormwater Management Program – Winnetka, IL** – Miranda currently manages the XPSWMM 2D modeling for the Village’s west and southwest stormwater improvement projects. She performs system review and modeling updates as part of each new design project and upon completion of each project.
- **West and Southwest Winnetka Funding – Winnetka, IL** – Miranda has been leading our grant writing and application services for the Village for each of the west and southwest stormwater improvement projects. She has assisted the Village with tracking and reporting for two Department of Commerce and Economic Development grants totaling more than \$28 million. She has also submitted two BRIC grants on behalf of the Village.
- **North of Willow–Par-3 and 18th Hole Ponds – Winnetka, IL** – Miranda has served as Lead Design Engineer for two open water stormwater retention ponds of 22 acre-feet and 36.5 acre-feet. This included final grading of the ponds and coordination of these improvements with a golf course architect, layout and design of pedestrian bridges, and design of two 10-foot by 5-foot box culverts.
- **Hibbard Preserve – Winnetka, IL** – Miranda served as Design Engineer for this 74-acre-foot stormwater management wetland project on Cook County Forest Preserve Property. She assisted with permit applications and the follow up coordination for the USACE, IEPA, and Forest Preserve District of Cook County. She provided final engineering drawing and specification development and is currently Assistant Project Manager for construction of this facility.
- **DuPage County Stormwater – Various Unincorporated Communities, IL** – Miranda is a Lead Stormwater Engineer providing ‘Upon Request’ stormwater management support services to DuPage County. She performs evaluations of stormwater flooding in various unincorporated areas across DuPage County and uses hydrologic and hydraulic analyses with 2D modeling to document the location, extent, and depth of flooding issues and proposed improvements.



Laurel Haverkos, P.E.

Project Role: Modeling Engineer



Education:

M.S. Civil Engineering, – University of Tennessee, Knoxville, TN 2016

B.S. Civil Engineering, – University of Tennessee, Knoxville, TN 2015

Professional Registration:

Professional Engineer in Ohio

Years of Experience: 7

Laurel will be a Modeling Engineer for this project, bringing experience as a stormwater planner and design engineer. She has worked on a variety of stormwater projects, including storm sewer and BMP design, stream restoration, stormwater master planning, and stormwater modeling and drainage studies. She has extensive experience with GIS and is familiar with multiple drainage modeling softwares such as XPSWMM, InfoWorks ICM, StormCAD, HydroCAD, HEC-HMS, and HEC-RAS.

Related Project Experience

- **Stormwater Master Plan – Elizabethtown, KY** – Laurel was the lead engineer for this stormwater master planning initiative to reduce residential flooding, improve water quality, strengthen local stormwater regulations, and potentially adopt a stormwater utility. Following the master plan, several improvement projects were identified. She is currently managing the design of nearly \$2 million in improvements, including new infrastructure, stream restoration, and detention basins.
- **Stormwater Master Plan and Asset Management Plan – Aurora, OH** – Laurel served as the primary stormwater engineer and modeler for the City's Master Plan. Using field survey and GIS information, Laurel updated the City's existing XPSWMM 2D model for four project areas with flooding concerns. She calibrated the existing model and simulated rainfall events for the 2-year, 10-year, 25-year, and 100-year design storms and then developed conceptual-level alternatives and OPCCs for each area. Two of the areas address stream erosion and channel stability issues.
- **Stormwater Drainage Evaluations and Design – Deerfield Regional Stormwater District, OH** – Laurel has served as the primary project engineer on several stormwater evaluations to help alleviate drainage and flooding issues in residential areas. These evaluations have included hydrologic and hydraulic analyses with 2D modeling to illustrate the location, extent, and depth of flooding. They have also led to the design and construction of recommended solutions to address flooding.
- **Erosion Control Phase 2 – Montgomery County Environmental Services, OH** – Laurel assisted in the design of 14 stream stabilization sites with exposed utilities because of stream erosion. She completed hydrologic and hydraulic modeling, selected improvement design, and drafting and preparing drawing sets.
- **Stormwater Support and Drainage Evaluation Services – Mason, OH** – Laurel has been providing 'on-call' stormwater support services to perform modeling and detailed evaluations of stormwater management issues throughout the city. The evaluations include hydrologic and hydraulic analyses with 2D modeling techniques to document the location, extent, and depth of flooding issues. For each study area, Laurel identifies cost-effective alternatives with clear illustrations of anticipated flood reduction benefits. Implemented solutions have included new storm sewer conveyance systems, open channel improvements, detention basin retrofits, and system maintenance activities.



Baylor Haen, E.I.T.

Project Role: Modeling Engineer



Education:

B.S. in Biological Systems Engineering from University of Wisconsin-Madison, 2021

Professional Registration:

Engineer-in-Training

Years of Experience:

3

Baylor will be a stormwater modeling engineer for this project. He has developed stormwater quality management plans and analyzed alternatives for Wisconsin municipalities for MS4/TMDL compliance, has worked on three successful FEMA Building Resilient Infrastructure and Communities (BRIC) applications in 2022/2023, and is proficient with a variety of modeling software, including XPSWMM, HydroCAD, WinSLAMM, AutoCAD Civil3D, StormCAD, ArcMap, HEC-HMS, and GeoHECRAS.

Related Project Experience

- **Stormwater Quality Management Plan and Priority Areas Flooding Study – Manitowoc, WI –** Helped update the City's MS4 program to maintain MS4 permit compliance, provide alternatives analysis for Northeast Lakeshore TMDL compliance, and provide XPSWMM 2D modeling and alternatives analysis to address persistent flooding in three priority watersheds in the city. In addition to design, Baylor performed infiltrometer testing to determine static and dynamic soil infiltration rates as well as a public presentation on infiltration.
- **Regional Flood Detention Basin – Oshkosh, WI –** Helped design and model a 540-acre-foot regional flood detention basin within the city to help mitigate historic flooding of downstream densely urban areas using HEC-RAS, HEC-HMS, and XPSWMM. Several alternatives were analyzed and modeled to optimize the effectiveness of the regional detention basin.
- **Stormwater Conveyance Improvements – Rockdale, TX –** Analyzed, modeled, and designed stormwater detention basins, storm sewer extensions, box culvert roadway crossings, and channel improvements for several urbanized watersheds within the city to alleviate persistent, localized flooding.
- **Illicit Discharge Detection and Elimination Screening – Sheboygan, WI –** Collected water samples and performed inspections of storm sewer outfalls throughout the city to help identify sources of illicit discharge and to maintain MS4 permit and Northeastern Lakeshore TMDL compliance.
- **Hydrology and Hydraulic Modeling of Bridges – Various Communities in WI –** Developed watershed hydrology to determine design bridge conveyance flows and performed hydraulic analyses of existing and proposed structures using HEC-RAS for numerous communities in Wisconsin.
- **FEMA BRIC Grant Funding Applications – Fond du Lac, Manitowoc, and River Falls, WI –** Collaborated with municipalities and Wisconsin Emergency Management to develop a complete FEMA BRIC grant application for the funding of two flood studies and design of a regional detention basin and storm sewer improvements. All applications were approved for funding by FEMA.



Gary Wolnitzek, RLA

Project Role: Lead Planning/Landscape Architecture



Education:

B.S. Landscape Architecture, University of Kentucky, 1985

Professional Registration:

Registered Landscape Architect in Wisconsin, Ohio, Kentucky, Missouri

Years of Experience:

40

Gary will be the Senior Planner and Landscape Architect. Gary will also lead sustainable stormwater management planning and renderings for public engagement activities.

Related Project Experience

- Louisville Mill Creek Greenway Master Plan – Louisville Metropolitan Sewer District (LMSD), KY
- Milwaukee Mineral Interchange – Milwaukee, WI
- Flood Reduction Plan – Winnetka, IL
- Mt. Washington Green Infrastructure Analysis – Metropolitan Sewer District of Greater Cincinnati (MSDGC), OH
- Green Infrastructure Design Services – Northeast Ohio Regional Sewer District, OH
- Lick Run Watershed Valley Conveyance System Implementation – MSDGC, OH
- Rapid Run SWEP – MSDGC, OH
- Lower Mill Creek Sustainable Watershed Opportunities Evaluation – MSDGC, OH
- Wet Weather Strategies for CSO Reduction, Lick Run Watershed – MSDGC, OH
- Lick Run Watershed Master Plan – MSDGC, OH
- SD1 Regional Green Infrastructure Program – Sanitation District No. 1 of Northern Kentucky, KY
- University of Cincinnati Green Infrastructure Opportunities Plan – MSDGC, OH
- Early Impact Projects – MSDGC, OH
- Regional Green Infrastructure Planning for CSO Reduction – Louisville, KY

Accomplishments

- State of Kentucky Board of Landscape Architects Board Member – Present
- The Kenton Conservancy, Chair – Present
- Ohio Chapter ASLA Award of Excellence, Lick Run Master Plan, 2013
- Ohio Society of Landscape Architects Merit Award, Hills & Dales Park, 2010
- Cincinnati Design Awards, University of Cincinnati Varsity Village, 2006
- Ohio Chapter ASLA Honor Award, Theodore M. Berry International Friendship Park, 2004
- Citation Award, NKY Sanitation District, 2004
- Kentucky ASLA Honor with Excellence Award, NKY Sanitation District Master Plan, 2002



Sara Dilandro

Project Role: Planning/GIS Specialist



Education:

Master of Community Planning, University of Cincinnati
Bachelor of Philosophy, Miami University

Professional Registration:

American Institute of Certified Planners

Years of Experience: 16

Sara will be responsible for GIS data gathering and analysis, preparation of public presentation materials, organization, and synthesis.

Related Project Experience

- Louisville Mill Creek Greenway Master Plan – LMSD, KY
- Flood Reduction Plan – Winnetka, IL
- Mt. Washington Green Infrastructure Analysis – MSDGC, OH
- Green Infrastructure Design Services – Northeast Ohio Regional Sewer District, OH
- Lower Mill Creek Sustainable Watershed Opportunities Evaluation – MSDGC, OH
- Lick Run Wet Weather Strategy – Early Impact Projects – MSDGC, OH
- Lick Run Greenway – MSDGC, OH
- Rapid Run SWEP – MSDGC, OH

Sean Buckley

Project Role: Urban Planning/Urban Design



Education:

Bachelor of Urban Planning, University of Cincinnati

Years of Experience: 6

Sean will assist with data gathering and analysis, graphics and production, and preparation of public presentation material.

Related Project Experience

- Montgomery Roundabout Landscape Plan – Montgomery, OH
- Anderson Parks Capital Improvements – Anderson, OH
- UC Rock of Truth – Cincinnati, OH
- Shaker Trace Seed Nursery – Harrison, OH
- The Greenway at Dry Creek – Erlanger, KY
- Brent Spece Bridge Corridor Aesthetic Design Guidelines – Covington, KY



Firm Experience and Workload

Our team is available to start immediately to complete the Village's project. This is demonstrated through our firm-wide scheduling system, which confirms our staff availability. Based on the effort required for the study, we have projected the man-hours for key team members for the schedule provided, and compared the required number of hours to the available hours, considering current staff commitments. Our team has the availability to comfortably meet the project requirements at all points throughout the project. In addition to the team identified, we also have availability of other staff members, including engineers, technical, and administrative support personnel that would be available to assist on this project, if the need arises.

Clients depend on us for creativity, emphasis on community interaction and participation, leading-edge technologies, and, perhaps most importantly, our holistic approach to stormwater management planning and design. Clients regularly attest to our ability to provide services related to traditional, sustainable and unique stormwater planning and design services and coordinating with multidisciplinary project teams and community stakeholders to achieve the best solutions. Below are excerpts from letters of support from our clients.

"Strand has led our regional green infrastructure program since its inception and has consistently provided quality, detailed work products that are both cost effective and innovative. We appreciate your holistic stormwater management philosophy that focuses on developing multi-faceted solutions that address the full range of stormwater related quality and quantity issues."

– **James P. Gibson, Director of Integrated Watershed Management, SD1**



"Strand Associates made these 319 (Clean Water Act Nonpoint Source Grant) accomplishments possible; we could not have done it without them...The caliber of their work and the data available to them through trusted partnerships is outstanding. Their technical, organizational and networking skills have given our project a level of sophistication...Strand has given our efforts a level of credibility that we need when working with elected officials and government agencies."

– **Sherry Carren, Mayor of Covington and President of Banklick Watershed Council**



"Strand Associates Inc. has been an integral partner in providing stormwater guidance, planning and engineering for the City of Onalaska. I would recommend Strand Associates, Inc. to others needing assistance in any facet of stormwater engineering."

– **C. Jarrod Holter, P.E., City Engineer, City of Onalaska**



"Human Nature helped to transform Washington Park into a 'living room'... a centerpiece...a place where all are welcome, and the city has been well served by their team of landscape architects and environmental planners."

– **Stephen G. Leeper, CEO, Cincinnati Center City Development Corporation**



"They provided a fresh perspective on infrastructure planning and helped identify solutions that not only achieve Consent Decree compliance targets, but also have the potential to optimize planned gray infrastructure."

– **Kellie Rotunno, P.E., COO, Northeast Ohio Regional Sewer District**



"The efforts of the Strand Associates, Inc. team to provide the Department of Public Works and Utilities with high quality, cost competitive services in a timely manner are greatly appreciated. Other project owners would be well served to receive this high level of service."

– **Dennis Duffield, Director of Public Works & Utilities**



The following pages detail our experience on similar holistic stormwater management planning projects.



West and Southwest Winnetka Stormwater Management Program – Winnetka, IL

We were hired to provide stormwater and flood control study services for the west and southwest watershed of the village in response to historic rainfall events in 2008 and 2011 that resulted in widespread flooding and significant property damage and losses. This watershed is tributary to the Skokie River and is characterized by flat topography, under sized storm sewer, and stormwater pumping to convey stormwater runoff interior to an extensive levee system.

The intent of the study was to identify creative and cost-effective flood control solutions guided by comprehensive watershed-based stormwater analyses, robust XPSWMM 2D stormwater modeling, extensive public engagement processes, and establishment of community and stakeholder partnerships. The stakeholder engagement process included conducting numerous meetings with open space landholders in the watershed, including the Forest Preserve District of Cook County, the Winnetka Park District, School District 36, and New Trier High School District.

Five public engagement meetings held over a 3-month period afforded the public the opportunity to be part of the stormwater management plan development process, resulting in public buy-in of the final vision for the program. A summary matrix was used to evaluate and rank a wide spectrum of flood control strategies based on measurable metrics, such as the need for land acquisition, reliance on pumping facilities, regulatory agency approval, public acceptance, flood risk reduction effectiveness, and cost. The stormwater and flood control study led to development of a \$57.7 million flood control master plan consisting of 15 discrete stormwater conveyance and storage infrastructure projects. When fully implemented, this program will significantly reduce structural flooding and related property damage for approximately 413 properties for the 100-year design storm event at a benefit to cost ratio of 1.72.



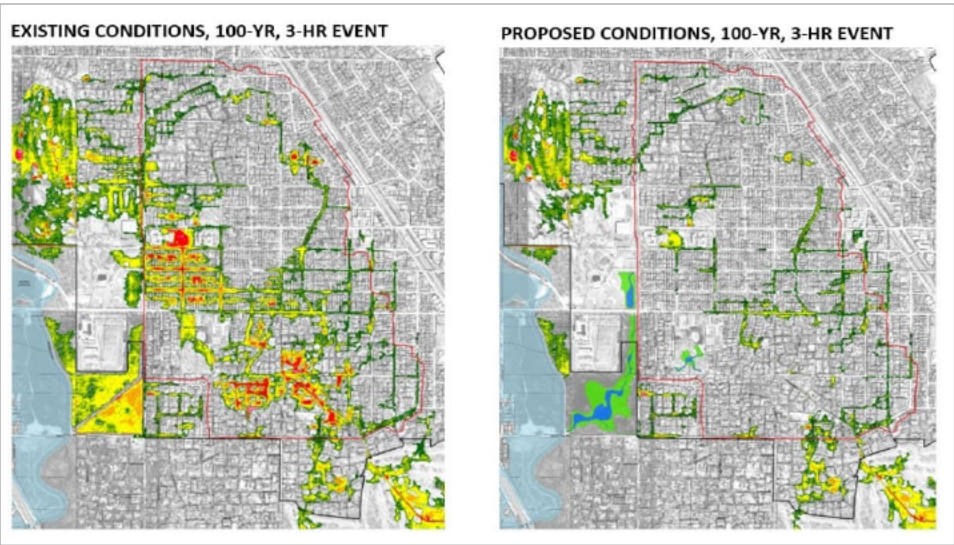
Project Details:
Client:
Winnetka, Illinois

Contact:
Jim Bernahl, P.E.
Director of Engineering
847-716-3534

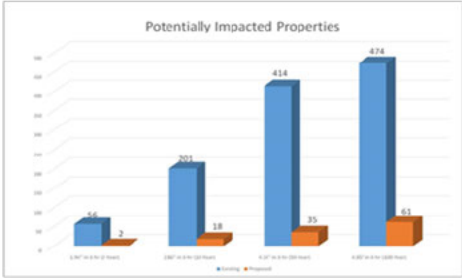
Year Completed:
Plan Adoption – 2016

Study Cost:
\$256,000

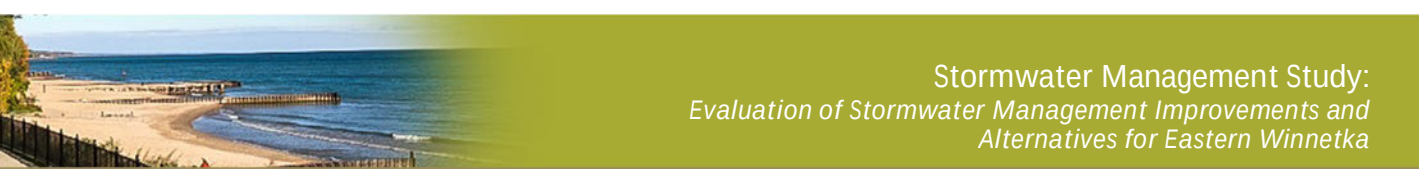
- Project Features:**
- Watershed-based study
 - Alternatives evaluation
 - Public engagement
 - Stakeholder agreements
 - Green and grey stormwater improvements



XPSWMM 2d existing vs. proposed flooding depths and extents results.



July 2011 flooding.



West and Southwest Winnetka Stormwater Projects –Winnetka, IL

The West and Southwest Winnetka Stormwater Management Plan was adopted by the Village Council in 2016. We assisted in acquiring intergovernmental agreements and permits from 2016 to 2021 and began design in 2021.

North of Willow – This phase included two underground facilities providing 20 acre-feet of stormwater storage under existing Duke Childs and Little Duke athletic fields. The underground storage is hydraulically connected to two new surface stormwater management ponds on the Winnetka Golf Club par-3 and 18-hole golf courses, providing more than 58 acre-feet of stormwater storage. A portion of the excavated earth from the pond construction was distributed on the golf courses to raise tees, greens, and most fairways out of the design storm highwater. The project also included a new stormwater baffle box and separator for water quality treatment, two new stormwater pumping stations, and more than 1,000 feet of box storm sewer from 6-foot by 4-foot to 12-foot by 5-foot. Construction began in 2022 in agreement with Winnetka Park District and New Trier High School District and was completed in 2023.

Hibbard Preserve Stormwater Management Wetland – This phase was made possible through a License Agreement with the Forest Preserves of Cook County to include dredging of approximately 14 acres of wetlands, lowering the wetland area by 5 feet and restoring the wetlands. The project provides 74 acre-feet of stormwater storage. The project also included 8-foot by 5-foot, 10-foot by 5-foot, and 12-foot by 5-foot box storm culverts connecting upstream tributary areas to the new stormwater management wetland. Significant permitting with regulatory agencies, including the IDNR, U.S. Fish and Wildlife Service (USFWS), USACE, IEPA, and Cook County Forest Preserve District, was required for the project. The project also includes a 3-year restoration maintenance and monitoring program. Construction began in 2022 and will be complete in 2024.

Crow Island Stormwater Storage and Conveyance – This phase includes 8 acre-feet of underground stormwater storage and approximately 1,800 feet of 10-foot by 5-foot box storm sewer made possible by agreements with Winnetka Park District and Winnetka School District 36. Construction of this project is planned to begin in March 2024.



Project Details:

Client:

Winnetka, Illinois

Contact:

Jim Bernahl, P.E.
Director of Engineering
847-716-3534

Year Completed:

North of Willow – 2023
Hibbard Preserve – 2024
Crow Island – 2024
Conveyance – Ongoing

Construction Cost:

North of Willow – \$17.5 M
Hibbard Preserve – \$7 M
Crow Island – \$7.6 M

Project Features:

- 30 acre-feet underground storage
- 132 acre-feet above ground storage
- 2.2 miles of large box storm sewer
- 3.8 miles of storm sewer



Duke/Little Duke underground storage, Winnetka Golf Club stormwater ponds, and Hibbard Preserve Stormwater Management Wetland

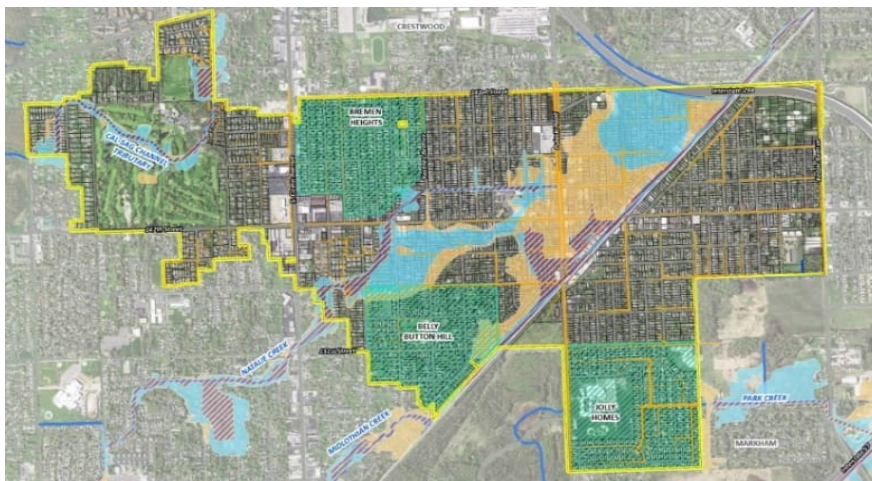


Stormwater Management Capital Plan – Chicago Metropolitan Agency for Planning and Midlothian, IL

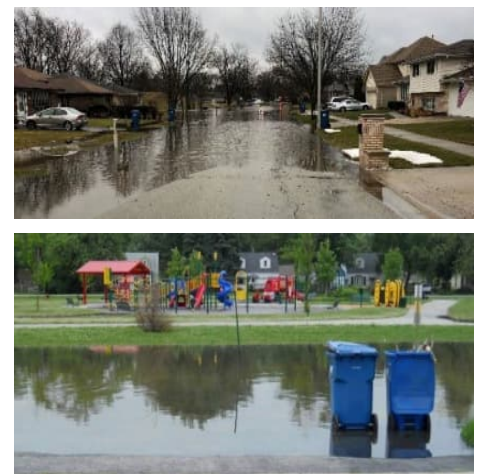
In 2015, we began our role as one of CMAP's Stormwater Management Advisors, providing an engineering perspective to regional stormwater and flood control planning. Recently, we assisted CMAP with studying the Village of Midlothian that, like many Chicagoland communities, has dense suburban development with insufficient stormwater management and protection facilities. There are four watercourses within the village, including the Cal-Sag Channel Tributary, Natalie Creek, Midlothian Creek, and Park/Dixie Creek that flood during small to moderate rainfall events. The village also experiences localized stormwater and flooding issues caused by flat topography, increased impervious surfaces, and outdated infrastructure.

Through its Local Technical Assistance (LTA) program, CMAP partnered with the Village and our team to develop a Stormwater Management Capital Plan (SMCP). This effort built upon prior initiatives between the Village, the Center for Neighborhood Technology (CNT), the USACE, and a local stormwater interest group, by gathering background information and performing planning level evaluations of stormwater flooding issues and conceptual mitigation opportunities, compiling the findings into a single plan, prioritizing the opportunities based on Village goals and values, and determining opinions of probable cost for select projects that will allow the Village to plan for funding and implementation of effective stormwater and flood control initiatives.

A wide spectrum of stormwater management and flood control opportunities were evaluated and ranked in a summary matrix on measurable metrics such as need for land acquisition, infiltration potential, flood risk reduction effectiveness, benefitting properties, and cost. We also communicated with the University of Illinois at Urbana-Champaign (UIUC) and Illinois-Indiana Sea Grant (IL-IN Sea Grant) regarding their study of soils within the Calumet River region of northeastern Illinois and their effect on the performance of green infrastructure. The final SMCP provided prioritization and phasing for each opportunity as well as preliminary engineering design and opinions of cost for an initial and long-term stormwater management program.



Village-wide floodplain mapping with priority neighborhoods.



2018 flooding.



Project Details:

Client:

Chicago Metropolitan
Agency for Planning and
Village of Midlothian, Illinois

Contact:

Kate Evasic,
Associate Planner
312-386-8782

Year Completed:

2019

Study Cost:

\$99,800

Project Features:

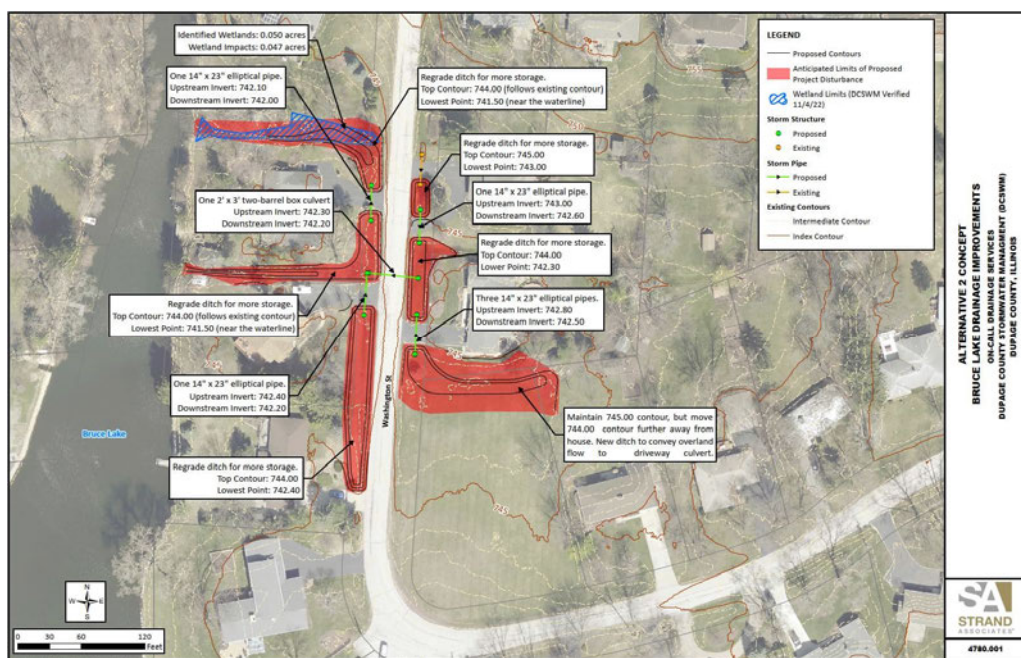
- Watershed-based stormwater and flood mitigation study
- Comprehensive public engagement process
- Inter-agency stakeholder coordination
- Long-term phasing and costing



Countywide Drainage On-Call Engineering – Du Page County, IL

Since 2018, we have been providing On-Call stormwater management engineering support services to DuPage County Department of Environmental Concerns Stormwater Management Division. Under these services we have provided evaluations of stormwater flooding issues in various unincorporated areas across DuPage County.

We have performed five separate flood management evaluations that have included field investigations, topographic survey, mapping, hydrologic and hydraulic analyses with 2D modeling, documentation of existing conditions, and evaluation of flooding causes. From our evaluations, we have considered alternatives, level of service, associated costs, and any permitting or approvals necessary to implement an alternative. We then work with the County to determine the recommended alternative and final report. The County then performs final design and construction of the associated improvements.



Bruce Lake Drainage Improvements – Alternative Concept.



Project Details:

Client:

DuPage County, Illinois

Contact:

Jaime Lock, P.E. CFM
Chief Stormwater Engineer
630-407-6705

Year Completed:

On-going

Annual Contract: \$75,000

Project Features:

- Local drainage evaluations
- Sustainable alternatives
- Capital planning

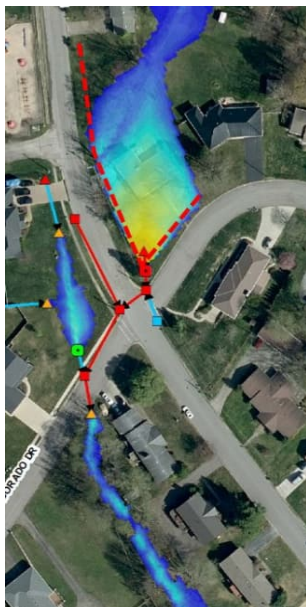
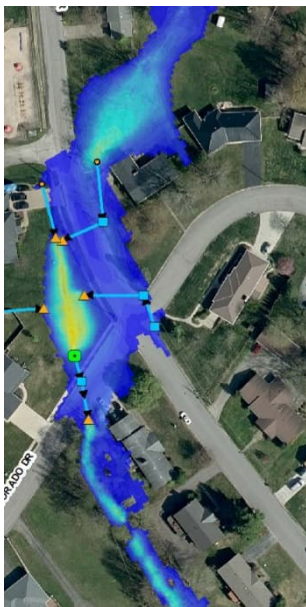


Stormwater Master Plan – Elizabethtown, KY

We are assisting the City with a variety of stormwater master planning initiatives to reduce residential flooding, improve water quality, strengthen local stormwater regulations, and potentially adopt a stormwater utility. The master plan project was initiated in response to a major industrial development south of the city that is anticipated to result in significant development for years to come. We assisted the City with stormwater evaluations in numerous high-priority locations throughout the city that have been prone to flooding and streambank erosion during and following rainfall events. These evaluations include two-dimensional XPSWMMM stormwater models to identify the location and extent of flooding, evaluate potential improvement alternatives, and illustrate the anticipated flood reduction benefits. Stormwater management projects that are being planned and designed by us following the first phase of the stormwater master plan include:

- Design of a new detention basin and stormwater conveyance system in a residential neighborhood following property acquisition to alleviate roadway and private property flooding along Clifford Drive and Greenwood Drive.
- Design of approximately 1,200 linear feet of new storm sewer conveyance systems to alleviate roadway flooding and residential yard flooding around College Street and Park Avenue.
- Design of approximately 1,100 linear feet of stream restoration in a residential area to provide streambank stabilization and water quality improvements. The project also includes a downstream detention basin retrofit to attenuate flow.

We are also assisting the City with updating and strengthening existing stormwater ordinances for water quantity and water quality. These updates are being done in preparation of the rapid growth and development of the city, and to minimize future flooding-related issues in the future due to development.



Two-dimensional stormwater modeling to illustrate the anticipated flood reduction benefit from a new detention basin near Clifford Drive to alleviate roadway flooding and residential property flooding.



Project Details:

Client:

Elizabethtown, Kentucky

Contact:

Rita Davis, P.E.
(270) 763-4217

Year Completed:

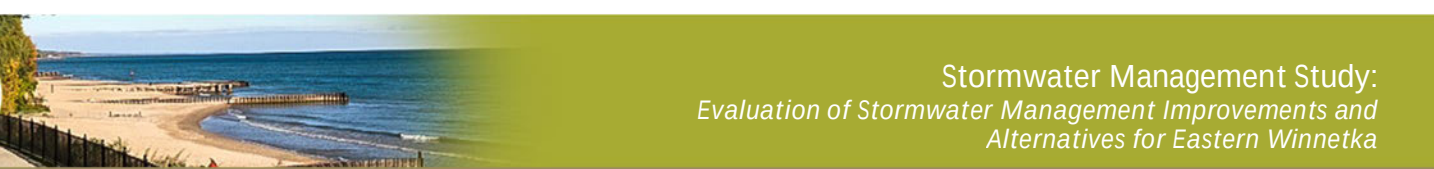
Ongoing

Construction Cost:

\$1,942,000 (estimated)

Project Features:

- Stormwater evaluations for high-priority flooding locations
- Two-dimensional stormwater modeling to illustrate expected flood reduction benefits
- New detention basins and stormwater conveyance systems to alleviate flooding
- Stream restoration to provide bank stabilization and water quality improvements



Stormwater Quality Management Plan and Priority Areas Flooding Study – Manitowoc, WI

With previous plans created in 2000, 2006, 2007, and 2013 by another consultant, the City hired us to update its stormwater quantity and quality management plans. The focus of the studies was to update the City's MS4 program to maintain MS4 permit compliance, provide alternatives analysis for Northeast Lakeshore TMDL compliance, and provide XPSWMM 2D modeling and alternatives analysis to address persistent flooding in three priority watersheds (South – 1,795 acres, Central – 482 acres, and North – 93 acres). While the city has experienced flooding since 2006 and has implemented a number of flood control projects, flooding in July 2021 caused significant flood damage, prompting renewed interest in finding solutions for this climate-change-induced flooding. Existing conditions analysis was completed for 10-, 25-, 50-, and 100-year design storm events, including a model calibration step (to known July 2021 high-water marks) and flood extent and depth mapping. Three alternatives for each watershed were analyzed to convey the 100-year design storm and create a more resilient storm sewer system.

The stormwater quality management plan (funded by an \$85,000 Wisconsin Department of Natural Resources [WDNR] Urban Nonpoint Source and Stormwater [UNPS] Planning grant) sought to meet the Northeast Lakeshore TMDL wasteload allocations in the City's nine TMDL reaches that ranged from 0 to 79 percent total suspended solids (TSS) reduction and 15 to 91 percent total phosphorus (TP) reduction. WinSLAMM modeling showed a city-wide 38.2 percent TSS and 26.8 percent TP reduction under existing conditions, leaving a considerable TSS and TP reduction gap. Completing both studies simultaneously allowed for synergistic watershed delineation, existing BMP routing, and alternative analysis.

With progress meetings in November 2022, the City has provided feedback on our thoughts and its vision for embarking on a sustained implementation plan focusing on dual purpose flood control and stormwater quality control BMPs funded by WDNR UNPS&SW grants, Municipal Flood Control grants, and FEMA-BRIC grants. With completion of both studies in early 2023, the City can now program both standalone projects and storm sewer upgrades into its CIP. Fortunately, the City recently hired us to submit a FEMA-BRIC grant application seeking design funding for the highest priority flood control project (Rubick Field dry detention basin and adjacent storm sewer upgrades) through FEMA-BRIC and Wisconsin Emergency Management's C&CB program to kickstart plan implementation. Design efforts will include completing a benefit-cost analysis using FEMA's BCA Toolkit Version 6.0 to well-position the City for pursuit of construction funds through FEMA's national competition in 2024. The City was recently informed that they will be awarded \$247,500 (76 percent) of the \$346,500 design cost.



Project Details:

Client:

Manitowoc, Wisconsin

Contact:

Greg Minikel, P.E.
City Engineer
920-686-6906

Year Completed:

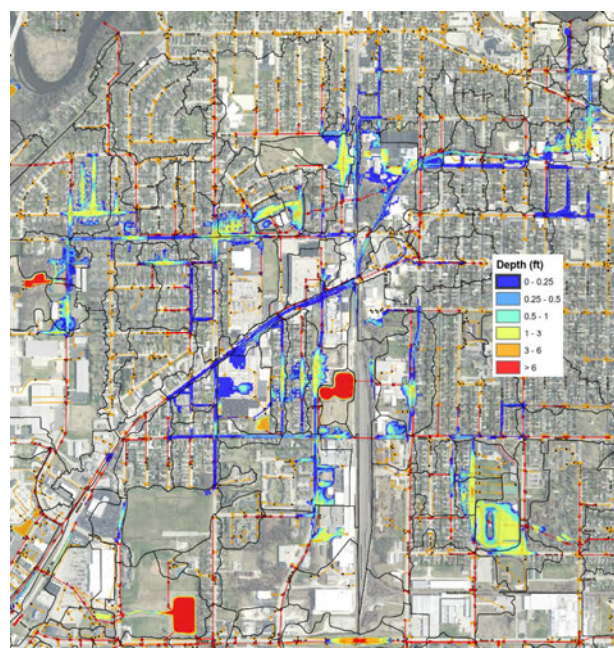
2023

Study Cost:

Quality: \$176,000
Quantity: \$157,300

Project Features:

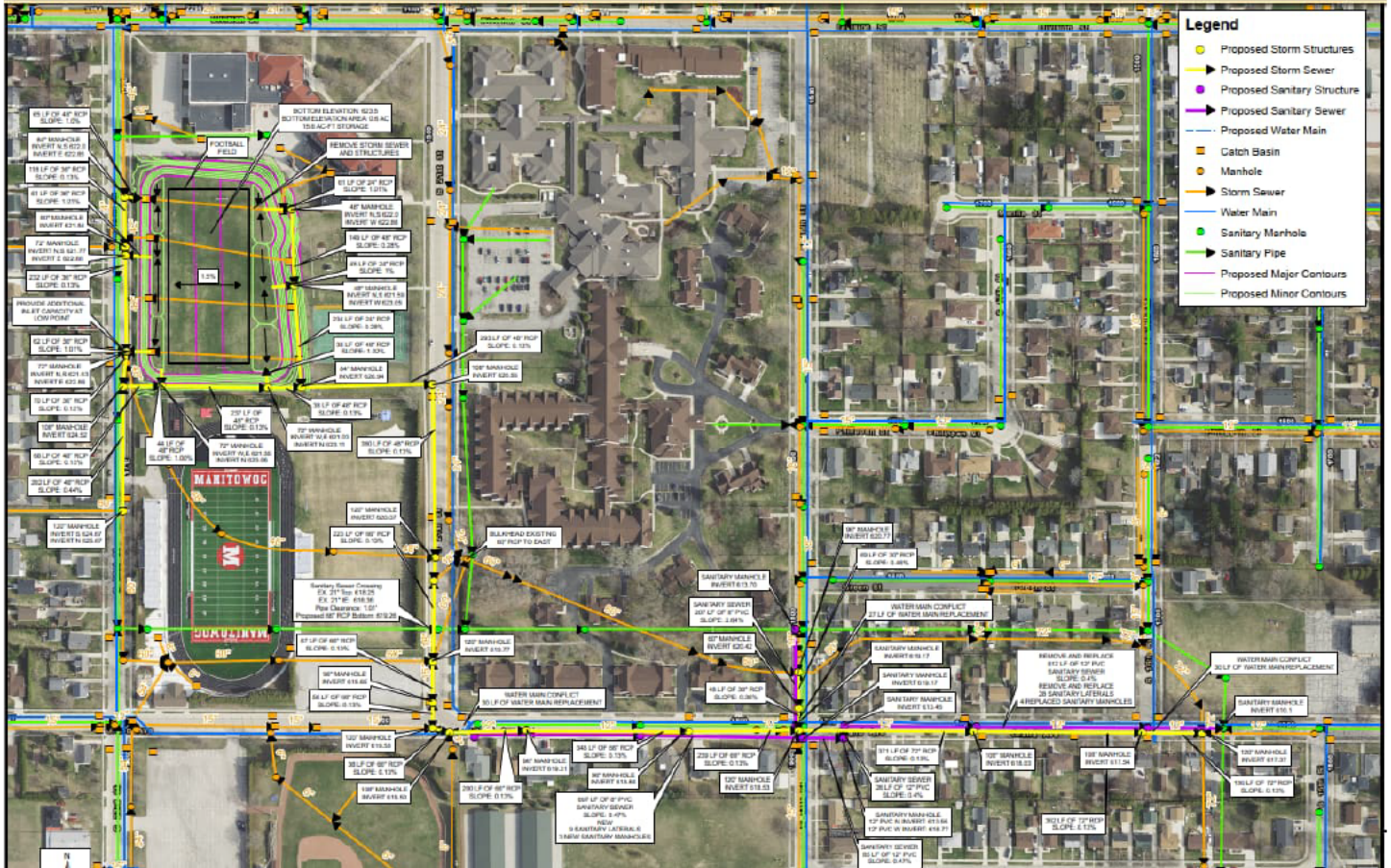
- MS4 Program update
- Alternatives analysis for TMDL compliance
- XPSWMM 2D modeling



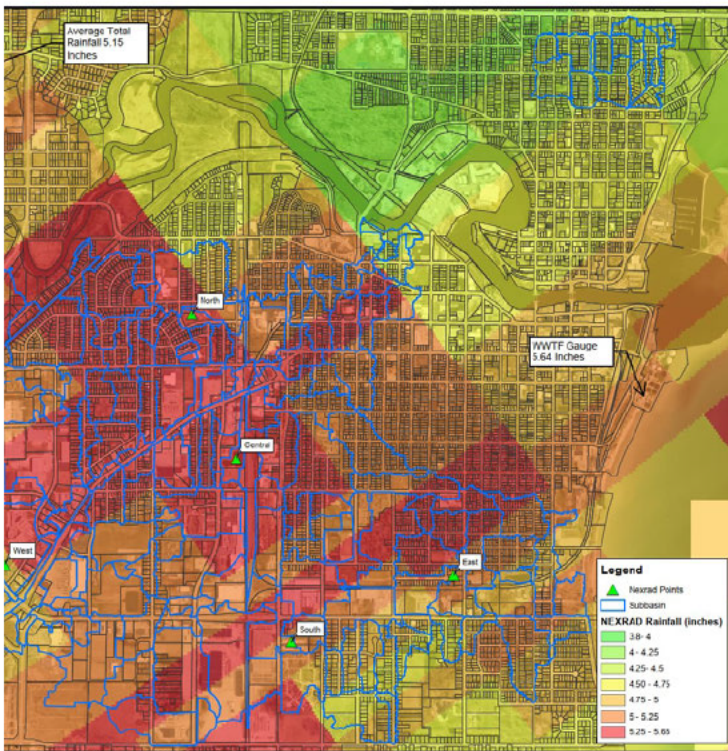
South and Central Priority Watersheds:
XPSWMM 2D flood depth and extents
mapping for 100-year design storm.



Stormwater Management Study: Evaluation of Stormwater Management Improvements and Alternatives for Eastern Winnetka



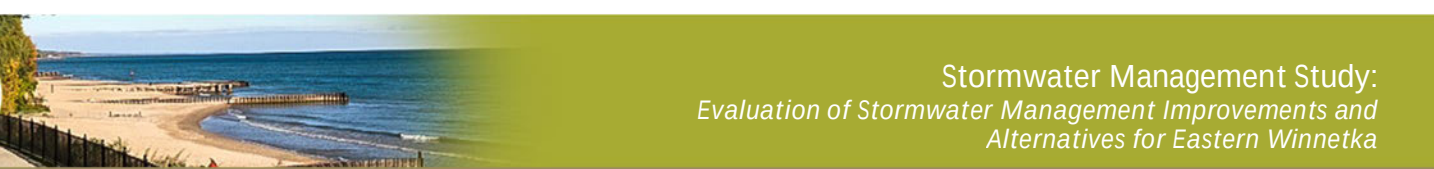
South Priority Area: Proposed Rubick Field dry detention basin.



July 2021 NEXRAD rainfall.



July 2021 flooding.



Flood Mitigation Study – Morgantown, WV

Morgantown, West Virginia, is situated along the Monongahela River and is home to West Virginia University. The city has a population of approximately 30,000 residents. The Morgantown Utility Board (MUB) is a municipally created utility providing potable water, sanitary sewer, and stormwater services to the City of Morgantown and surrounding communities of Monongalia County. In the summer of 2021, Morgantown experienced two extreme rain events within 45 days that exceeded the 100-year recurrence frequency that led to major flooding across the city. The flooding occurred for a variety of reasons, including undersized stormwater conveyance systems, significant prior development with a lack of stormwater management controls, a complex system with cross connections between storm and sanitary sewers, and infrastructure in poor structural condition.

We were hired to conduct a flood mitigation study, including updating the hydrologic and hydraulic models. Key elements of the project included compilation of flooding complaint data and photo documentation of high-water marks, mapping of existing infrastructure, field inspections, drainage area delineations, and development of a 2-dimensional hydrologic and hydraulic model to simulate the watershed's response to various rain events. We also evaluated various flood mitigation alternatives, including large-scale conveyance systems and regional storage. We divided the study area into 11 subcatchments that were then prioritized with input from MUB for additional more detailed studies that are currently ongoing.

An important finding of the study was that Patteson Drive, which is a five-lane arterial roadway, and one of the busiest roads in the city, is located in FEMA's mapped 100-year floodplain. During large events, Patterson Drive becomes the conveyance channel for much of this flow. One of the alternatives evaluated included constructing a large box conduit capable of conveying the 100-year flows underground rather than on the roadway. The opinion of cost for just this one solution was approximately \$12 million. Cumulatively, the solutions to address the flooding issues in the area is approximately \$30 million.



Project Details:

Client:

Morgantown Utility Board
Morgantown, West Virginia

Contact:

Ken Hacker
304-292-1526

Year Completed:

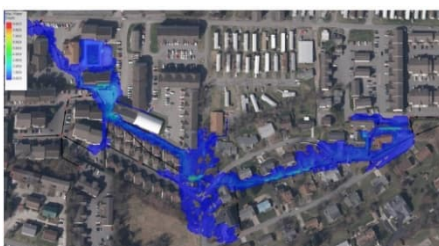
2023

Construction Cost:

\$30 Million

Project Features:

- GIS mapping of flood impacted properties
- Updated storm sewer system inventory
- 2-Dimensional H&H model
- Flood mitigation alternatives and costs



Patterson Drive during the July 2021 event.



Localized Flood Modeling Watershed Study – Fond du Lac, WI

We were hired by the City of Fond du Lac to develop a stormwater management plan for the Merrill Avenue No. 9 Pumping Station and South Ditch Discharge watersheds in early 2023. The focus of this project was to create detailed watershed modeling simulating flooding conditions at each identified study area location, resulting in a valuable tool for the City to gain a thorough understanding of stormwater system performance and deficiencies. These watershed models facilitated the development of innovative and cost-effective flood mitigation solutions that provided much-needed flood relief to residents and property owners.

The software program XPSWMM 2D was used to model the existing conditions and alternatives analysis to mitigate flooding in the study watersheds (South Ditch Discharge – 1,358 acres and Merrill Avenue No. 9 Pumping Station – 465 acres). Existing conditions analyses were completed for 10-, 25-, 50-, and 100-year design storm events, including a model calibration step (to known July 2020 high-water marks) and flood extent and depth mapping. Three alternatives for the South Ditch Discharge watershed were analyzed to convey the 100-year design storm and create a more resilient storm sewer system.

Unfortunately, it is not unusual for stormwater management plans to be put on a shelf after completion because of funding limitations. We work hard to develop funding plans for municipal clients to maximize available funding. During the final meeting for this project, a funding schedule was developed to keep this project moving forward. City staff are currently working with property owners of the two recommended regional detention basin locations. Once acquired, the City intends to apply for a several funding sources including a Municipal Flood Control grant and a FEMA-BRIC grant. We will assist the City with the required benefit-cost analysis using FEMA's BCA toolkit.



Project Details:

Client:

Fond du Lac, Wisconsin

Contact:

Chris Johnson, P.E.
City Engineer
920-322-3449

Year Completed:

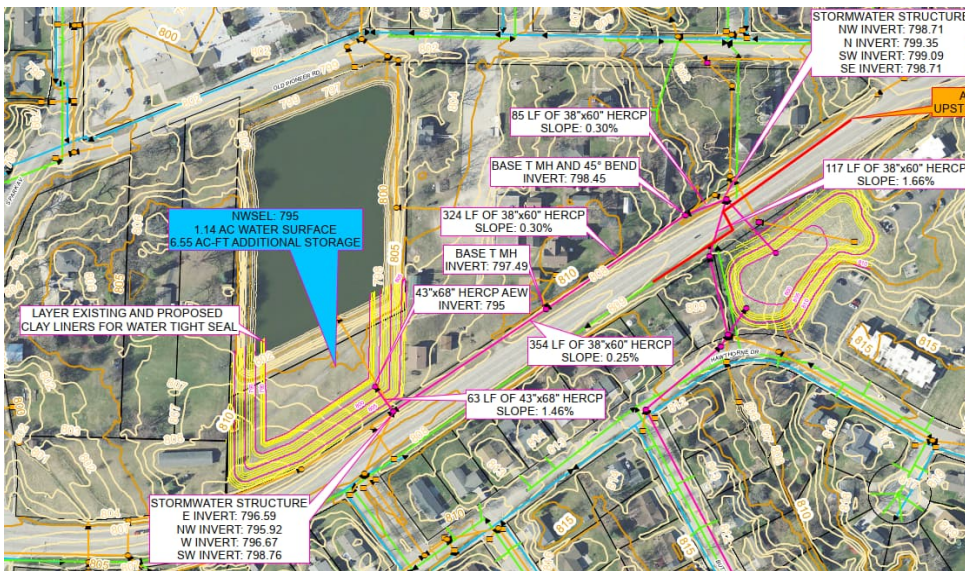
2024 – 2024

Study Cost:

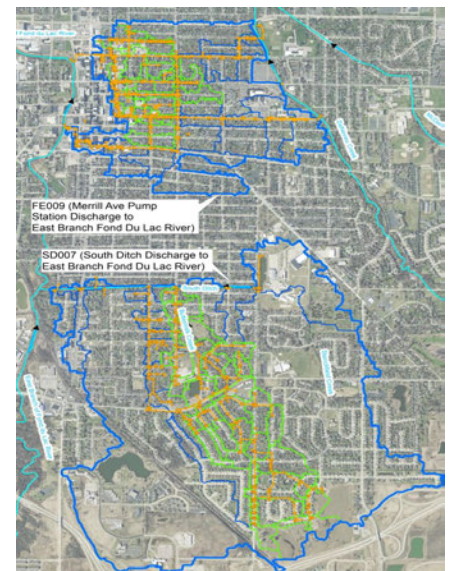
\$125,000

Project Features:

- Watershed modeling
- Alternatives analysis
- Funding plan



Recommended Alternative – Regional detention basin.



Watershed Study Areas.



Lick Run Valley Conveyance System and Greenway–Metropolitan Sewer District of Greater Cincinnati (MSDGC), Cincinnati, OH

We conceptualized and designed the Lick Run Valley Conveyance System (VCS) and Greenway Project, a \$103 million sustainable infrastructure project that transformed the local and regional community. This is one of the largest green infrastructure control projects in the country to reduce CSOs. The 1.5-mile-long project is located on the west side of Cincinnati (population approximately 309,300) in the South Fairmount neighborhood. It provides watershed management, flood control, stormwater conveyance and storage, water reuse, and water quality treatment, all integrated into an open channel and civic park. The project also serves to reinvigorate the neighborhood.

The Lick Run project began in 2009, when we worked closely with project planning partner Human Nature, Inc. (Human Nature) and MSDGC to develop a sustainable, community-based watershed management approach to the Lower Mill Creek Basin. The Lick Run project turned into visible benefits for the South Fairmount community, and heavily contributed to a savings of more than \$200 million over prior alternatives for the basin that transformed Cincinnati communities beyond what would normally be realized by traditional sewer infrastructure projects. MSDGC termed their revitalization vision the Communities of the Future.

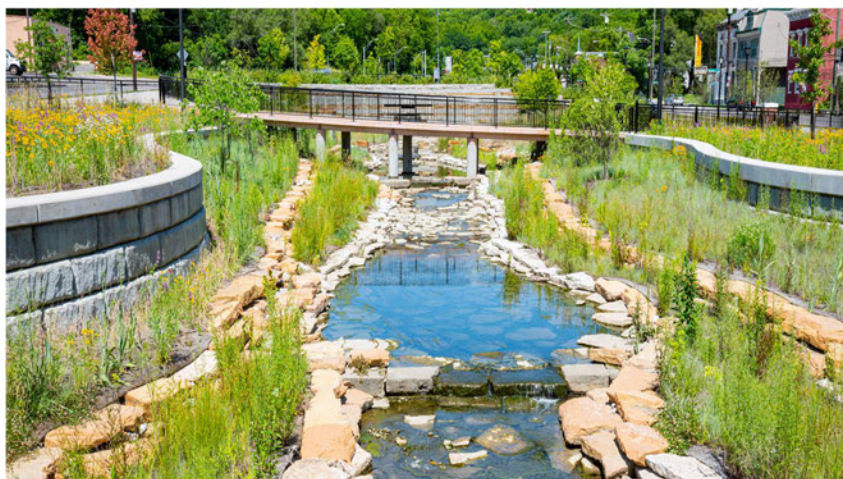
We were hired by MSDGC to implement the goals of re-establishing the historic Lick Run waterway and achieving regulatory compliance for the Lick Run VCS and Greenway Project. Our multidisciplinary design team developed a unique hybrid VCS consisting of an urban open channel over a subsurface three-cell, box conduit through a very congested urban corridor. The VCS conveys separated stormwater through the project area. We provided stormwater conveyance, utilities, roadway and traffic, structural, and electrical engineering services during design and construction.

Other key components of the overall stormwater system included:

- A headwater feature that visibly establishes the start of the bioengineered waterway.



Three-cell, box conduit during construction. The top of the box conduit serves as the bottom of the urban waterway channel.



Detailed, comprehensive plan set totaling more than 1,100 pages led to minimal design-related change orders during construction of this complex project.



Project Details:

Client:

Metropolitan Sewer District
of Greater Cincinnati, Ohio

Contact:

Diana Christy, Director
513-244-5123

Year Completed:

2021

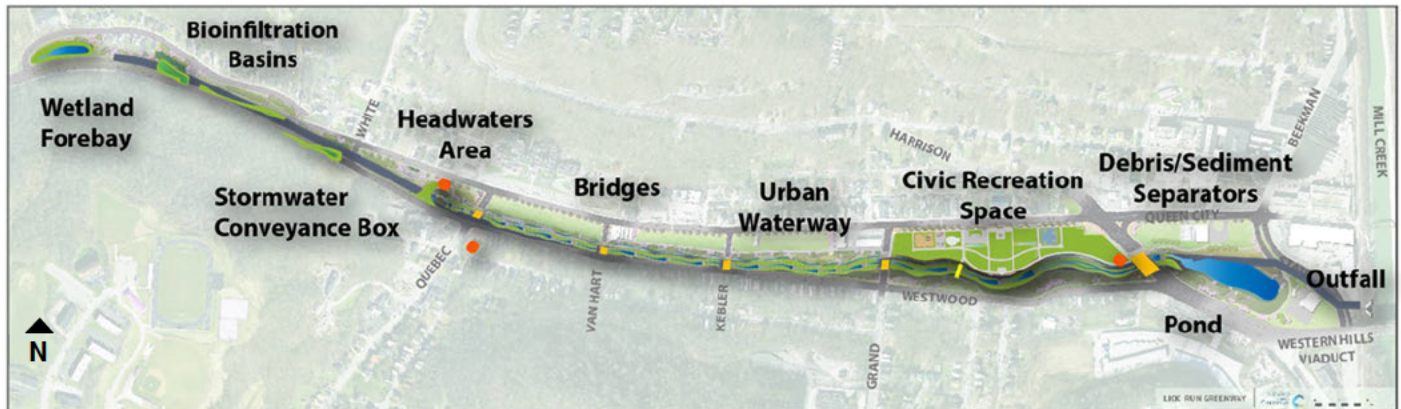
Construction Cost:

\$103 Million

Project Features:

- Business case evaluation
- CSO control
- Hydrologic and hydraulic modeling
- Collection system modeling
- Storm sewer separation
- Rehabilitation and Replacement Alternatives Analysis
- Water quality features
- Public outreach
- Community enhancements
- Construction administration

- A featured outfall structure to Mill Creek at the end of the 1.5 miles of box conduits and arch conduits.
- 3.3 miles of storm sewer and combined sewer pipe ranging in size from 12 to 84 inches in diameter.
- A two-bay wetland forebay at the very west end of the project that facilitates sediment settlement of runoff from the upstream watershed prior to flow entering the VCS.
- Three vortex separators, three bioretention basins, and many manholes with water quality sumps and hoods to cleanse stormwater from adjacent areas prior to entering the Greenway area.



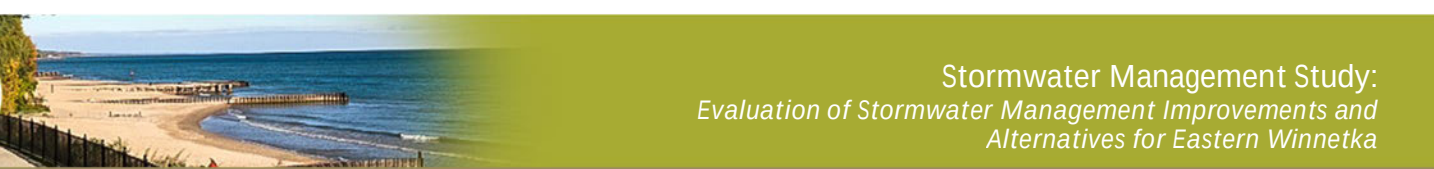
The project corridor with stormwater green infrastructure design features (*image courtesy of Human Nature*).

The project included two large water quality components at either end of the VCS. The large, two-bay wetland forebay described above and the 1.8-acre inline pond provides storage and settlement of runoff prior to discharging to Mill Creek. The pond is also the source of stormwater recirculated to the upstream end to maintain flow in the surface water channel. Recirculating stormwater is necessary to provide a constant water flow to maintain a healthy ecology in the rock-lined channel so that it too can provide water quality treatment.

The project was completed in 2021 and won the 2022 *American Council of Engineering Companies (ACEC) Ohio Engineering Excellence Grand Award*, the 2022 *ACEC National Engineering Excellence Grand Award*, the 2022 *National Association of Flood and Stormwater Management Agencies (NAFSMA) Innovative Project Award (2nd place)*, the 2022 *American Public Works Association (APWA) National Public Works Project of the Year Award–Environment: More than \$75 Million*, and the 2023 *American Society of Civil Engineers (ASCE) Innovation in Sustainable Engineering Award*.



Before (left, *image courtesy of MSDGC*) and after (right) of the transformative Lick Run Valley Conveyance and Greenway Project.



Bee Branch Creek Restoration for Flood Mitigation and Community Revitalization–Dubuque, IA

In the early 1900s, the City of Dubuque enclosed Bee Branch Creek within a large-diameter storm sewer trunk line to accommodate rapid urbanization. As the City continued to grow, however, the capacity of this trunk line proved inadequate and caused severe local flooding of more than 1,100 residential and commercial properties in the city.

To address these severe flooding issues in this 4,500-acre watershed, we worked with the City to restore Bee Branch Creek to an open channel waterway and linear park network. Design and construction proceeded in a three-phase approach, with the Lower Bee Branch construction completed in 2011, Upper Bee Branch construction completed in 2017, and the railroad culvert connecting the two was completed in 2021. Design services included evaluation of multiple channel cross section alternatives based on potential benefits for stream habitat, water quality enhancement, sustainability, flood control performance, cost, aesthetics, and long-term maintenance.

The Bee Branch solution restored the enclosed stream to an urban waterway and today is touted by the City as a *“fiscally-responsible investment to mitigate flooding, improve water quality, stimulate investment, and enhance quality of life within the Bee Branch Watershed.”* Additionally, detailed designs and specifications resulted in a low construction change order of 3 percent.

Design services included the evaluation of multiple channel cross section alternatives based on potential benefits for stream habitat, water quality enhancement, sustainability, flood control performance, cost, aesthetics, and long-term maintenance.



Upper Bee Branch Creek in September 2017, following completion of construction.



Project Details:

Client:

Dubuque, Iowa

Contact:

Deron Muehring
Civil Engineer II
563-589-4270

Year Completed:

Lower – 2011
Upper – 2017
Railroad Culvert – 2021

Construction Cost:

\$47 Million

Project Features:

- Complex urban environment
- Hydrologic and hydraulic modeling development and analysis
- 100-year channel design
- Green infrastructure park and open space design
- Community enhancement
- Environmental analysis and habitat improvements
- Urban renewal
- Sustainable features, including pervious pavements, biofiltration basins, and water reuse
- Stormwater pumping station design
- Water main, sanitary sewer, and storm sewer design
- Stakeholder and community outreach



Canadian Pacific Railway (CPR) Culvert and Trail Crossing – Dubuque, IA

The final phase of the Bee Branch Creek daylighting project required the trenchless construction of six, 8-foot-diameter steel culverts, each approximately 200 feet in length, beneath the CPR yard. Services included trenchless design, temporary soil retention (launch and receiving shafts) design, concrete box culvert and junction chamber design, and construction staging/temporary flow conveyance.

Central to the performance of the railroad crossing system are six parallel, 101-inch-diameter steel pipes, each approximately 200 feet in length, under the active railroad tracks. To respond to soil conditions and track settlement tolerances, an innovative trenchless installation method using a microtunnel boring machine (MTBM) was implemented. All pipes were successfully installed with no disruption to railroad operations. We coordinated closely with the CPR, conducted extensive geotechnical investigations, analyzed settlement risks, evaluated earth and groundwater loads, analyzed the structural design of the shallow but very large jacking and receiving shafts, and developed an elaborate settlement monitoring plan. The City began planning efforts in 2013, design was completed in 2019, and construction was completed in 2021.

The project included the following structural elements:

- Four, 10-foot by 12-foot, cast-in-place concrete box culverts
- A 120-foot by 50-foot concrete junction chamber
- A concrete overlook/outfall and level control gate
- Six 8-foot-diameter steel culvert pipes beneath the CPR
- A pedestrian tunnel/trail beneath the CPR

As a result of this project, the City will be able to convey a 500-year storm event beneath the railroad tracks through the once flood-prone north end neighborhood.



Project Details:

Client:

Dubuque, Iowa

Contact:

Deron Muehring
Civil Engineer II
563-589-4270

Year Completed:

Railroad Culvert – 2021

Construction Cost:

\$47 Million

Project Features:

- Complex urban environment
- Hydrologic and hydraulic modeling development and analysis
- Stakeholder and community outreach



Post-Construction photo of the outfall, level control gate, and pedestrian tunnel at the CPR crossing.



South Central Interceptor Sewer Hardening and Protection– Naperville, IL

The South Central Interceptor Sewer runs along the West Branch of the DuPage River and has been threatened by continual riverbank erosion and scour for several years. The 7,000-foot segment of 36- and 42-inch-diameter concrete pipe north of 75th Street has several locations where river erosion has exposed the pipe, where upland runoff over the pipe has scoured and exposed the pipe, and where the pipe forms a bridge over tributaries to the river. All of these continuing hydromodifications were threatening the interceptor and creating operation problems for the City.

We were hired to perform a comprehensive river corridor evaluation to identify, GPS locate, document, rate, and prioritize hydromodification issues related to the interceptor as well as the general health of the river. Supplementing this evaluation, we also performed a topographic survey of the corridor to support an assessment of alternatives for stabilization and protection and development of engineering drawings for improvements along the corridor.

From the river corridor evaluation and survey, we developed a menu of alternatives for riverbank restoration, pipe protection, and general stabilization measures that considered the type and severity of hydromodification being addressed, potential impacts of each measure up and downstream of the actual improvement, constructability and accessibility limitations, permitting requirements, and final restoration and aesthetics. Where the final selected improvements impacted river hydraulics, DuPage County's FEQ model and the state regulatory model for the West Branch DuPage River were used to evaluate impacts and compensatory storage to meet state and county approvals.

The final scope of improvements was laid out in a preliminary report and presentation documents used for engagement with stakeholders, including private homeowners, the Naperville Park District, and the DuPage County Forest Preserve. The study results were used by the City to establish Intergovernmental Agreements with the Park and Forest Preserve District and easement agreements with property owners as well as setting the basis for final design and permitting.

Engineering drawings, specifications, final H&H modeling, and permitting applications were completed. Final permits were acquired from IDOT, DuPage County Department of Economic Development and Planning, US Army Corps of Engineers, and the Illinois Department of Natural Resources. Construction was completed in the summer of 2023 with restoration and monitoring running through 2028.



Project Details:

Client:

Naperville, Illinois

Contact:

Josh Strait, P.E.
Environmental Engineer
630-305-5373

Year Completed:

Stage 1 – 2020
Stage 2 – 2023

Study Cost: \$162,700

Design Cost: \$233,320

Const. Cost: \$2,700,000

Project Features:

- Alternatives analysis
- Riverbank stabilization
- Natural and hardscape
- Stakeholder and community outreach
- Permitting
- Restoration and monitoring



The overall project corridor showing ledge stone and vegetated boulder revetment treatment.

COMPLIANCE AFFIDAVIT

As a condition of entering into a contract with the Village of Winnetka, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the bidder, and that all information contained in this Affidavit is true and correct in both substance and fact.

Section 1: BID RIGGING AND ROTATING

1. This bid is not made in the interest of, or on behalf of an undisclosed person, partnership, company, association, organization or corporation;
2. The bidder has not in any manner directly or indirectly sought by communication, consultation or agreement with anyone to fix the bid price of any bidder, or to fix any overhead profit or cost element of their bid price or that of any other bidder, or to secure any advantage against the Village of Winnetka or anyone interested in the proper contract;
3. This bid is genuine and not collusive or sham;
4. The prices, breakdowns of prices and all the contents quoted in this bid have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to the bid opening;
5. All statements contained in this bid are true;
6. No attempt has been or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
7. No attempt has been or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition;
8. The undersigned on behalf of the entity making this proposal or bid certifies the bidder is not barred from entering into this contract as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

Section 2: TAX COMPLIANCE

1. The undersigned on behalf of the entity making this proposal or bid certifies that neither the undersigned nor the entity is barred from contracting with the Village of Winnetka because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;

2. The undersigned or the entity making this proposal or bid understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

Section 3: EQUAL EMPLOYMENT OPPORTUNITY

This EQUAL OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.

In the event of the contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the contractor may be declared non-responsive and therefore ineligible for future contractor subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.

During the performance of this contract, the contractor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contract's) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other such agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor

will promptly so notify the Department and contracting agency will recruit employees from other sources when to fulfill its obligation thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Departments Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 4: ILLINOIS DRUG FREE WORK PLACE ACT

The undersigned will publish a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or a use of a controlled substance is prohibited in the work place;
2. Specifying the actions that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Winnetka, the employee will:
 - A. Abide by the terms of the statement;
 - B. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.
4. Establishing a drug free awareness program to inform employees about:

- A. The dangers of drug abuse in the work place;
 - B. The policy of maintaining a drug-free work place;
 - C. Any available drug counseling, rehabilitation or employee assistance programs;
 - D. The penalties that may be imposed upon an employee for drug violations.
- 5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Village of Winnetka, and shall post the statement in a prominent place in the work place.
- 6. The undersigned will notify the Village of Winnetka within ten (10) days of receiving notice of an employee's conviction.
- 7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
- 8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place he shall:
 - A. Take appropriate action against such employee up to and including termination; or
 - B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Section 5: SEXUAL HARRASSMENT POLICY

The undersigned on behalf of the entity making this proposal or bid certifies that a written sexual harassment policy is in place pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A).

This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

- 1. The illegality of sexual harassment;
- 2. The definition of sexual harassment under State law;
- 3. A description of sexual harassment, utilizing examples;

4. The vendor's internal complaint process, including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights, and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

Section 6: VENDOR INFORMATION

1. Is the bidder a publicly traded company? (yes or no) No
If the answer is yes, state the number of outstanding shares in each class of stock.
Provide the name of the market or exchange on which the company's stock is traded.

2. Is the bidder 50% or more owned by a publicly traded company? (yes or no) No
If the answer to the above question is yes, name the publicly traded company or companies owning 50% or more of your stock, state the number of outstanding shares in each class of stock and provide the name of the market or exchange on which the stock of such company or companies is traded.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.

SIGNATURE: _____

NAME: Joseph M. Bunker
(print or type)

TITLE: Corporate Secretary

Subscribed and sworn to me this 8 day of FEBRUARY,

2024, A.D.

By _____

(Notary Public)

7/4/25





B. Approach to Project

Project Understanding

Our team has been working with the Village of Winnetka since 2015, helping address stormwater management issues in the Skokie River watershed on the west and southwest side of the village. From this experience, we have developed a unique understanding of the impacts that even moderate storms can have on the village. And even though the village has not recently experienced significant flooding and damages like it did in 2008, 2011, and 2013, there is continual concern that the next big rain will bring disaster. The Village has made huge advances to provide significant storm and flood protection but recognizes the need to better understand and provide the same levels of protection for eastern Winnetka in the Lake Michigan watershed.

The Village's stated goal for studying eastern Winnetka is twofold – reduce stormwater flooding and improve water quality to the highly treasured lakefront area. The RFP calls for an evaluation of the prior Lake Michigan watershed studies, confirmation of the prior recommendations and costs, and evaluation of alternative solutions to meet the stated goal so as to identify a stormwater management program that delivers sustainable, effective, and responsible stormwater-related improvements.

Similar to the focus and direction we took in studying the Skokie River watershed, we intend to pursue a holistic approach that strives to understand the historical character of the watershed and identify the source of the stormwater issues facing the Lake Michigan watershed so we address not only the symptoms but the root causes of storm impacts in Winnetka. We will work to give the Village confidence that it has considered each angle, called on each of its partners, and leveraged its resources to promote a flood reduction, stormwater management, and water quality improvement program that can be supported by the residents of the village.

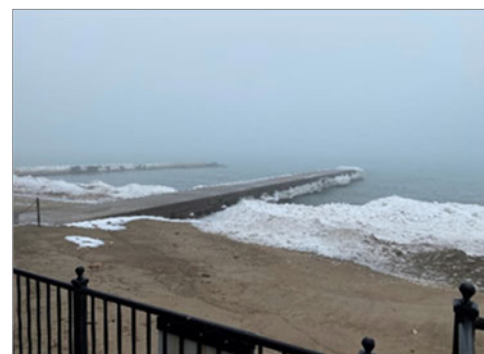
In developing this proposal, we spent time visiting and studying the Lake Michigan watershed and have developed the following understanding.

The Village recognizes four sub-watersheds making up the Lake Michigan watershed illustrated on the following four figures. Within each of these sub-watersheds are various stormwater management and water quality issues as well as potential opportunities for addressing these issues.

- **Elder Lane Area Sub-Watershed** – This sub-watershed, shown in *Figure 1*, seems to be the most problematic of the watersheds with the bulk of the flooding issues as well as water quality issues. The village experiences flooding at the railroad underpasses, which is typical for these types of structures, and at other isolated locations like Fuller Lane. The outfall for this watershed discharges at Elder Park Beach, a very popular beach, making this outfall a significant water quality concern.



Fuller Lane flooding April 18, 2013.



Elder Lane Park/Beach outfall.



Our initial observations indicate that additional storm sewer and increased pipe sizes, along with local grading modifications, might protect the Sunset Road pedestrian underpass from sewer surcharging and overland runoff from the parking lot. However, increasing pipe sizes will direct more runoff towards the Winnetka Avenue underpass, potentially exacerbating the flooding at that location. Opportunities to reduce runoff or capture excess runoff in commercial and residential districts west of the railroad are in short supply. A potential partnership with Metra to locate storage at the Indian Hill Metra station could be negotiated but the effectiveness of this option and the agreement parameters will need to be carefully assessed.



Indian Hill Metra parking lot.

Prior recommendations for this sub-watershed called for increasing pipe sizes and stormwater flow towards the outfall. We are concerned those increases will raise scrutiny and objections from the regulatory agencies. And prior recommendations to provide water quality treatment at the downstream end of the system are unreasonable. We have shown through our prior work with the Village implementing underground storage at Duke Childs and Little Duke fields that there is a viable option to tackle both flooding and water quality in a single project. The success of that project can be duplicated in this sub-watershed in a similar partnership with New Trier High School, who owns much of the open space in this sub-watershed. A similar design would provide significant pollutant capture in the underground storage and control flow rates to an appropriately sized water quality separator. This has the potential to maintain current pipe sizing and discharge rates, gaining public and regulatory support.

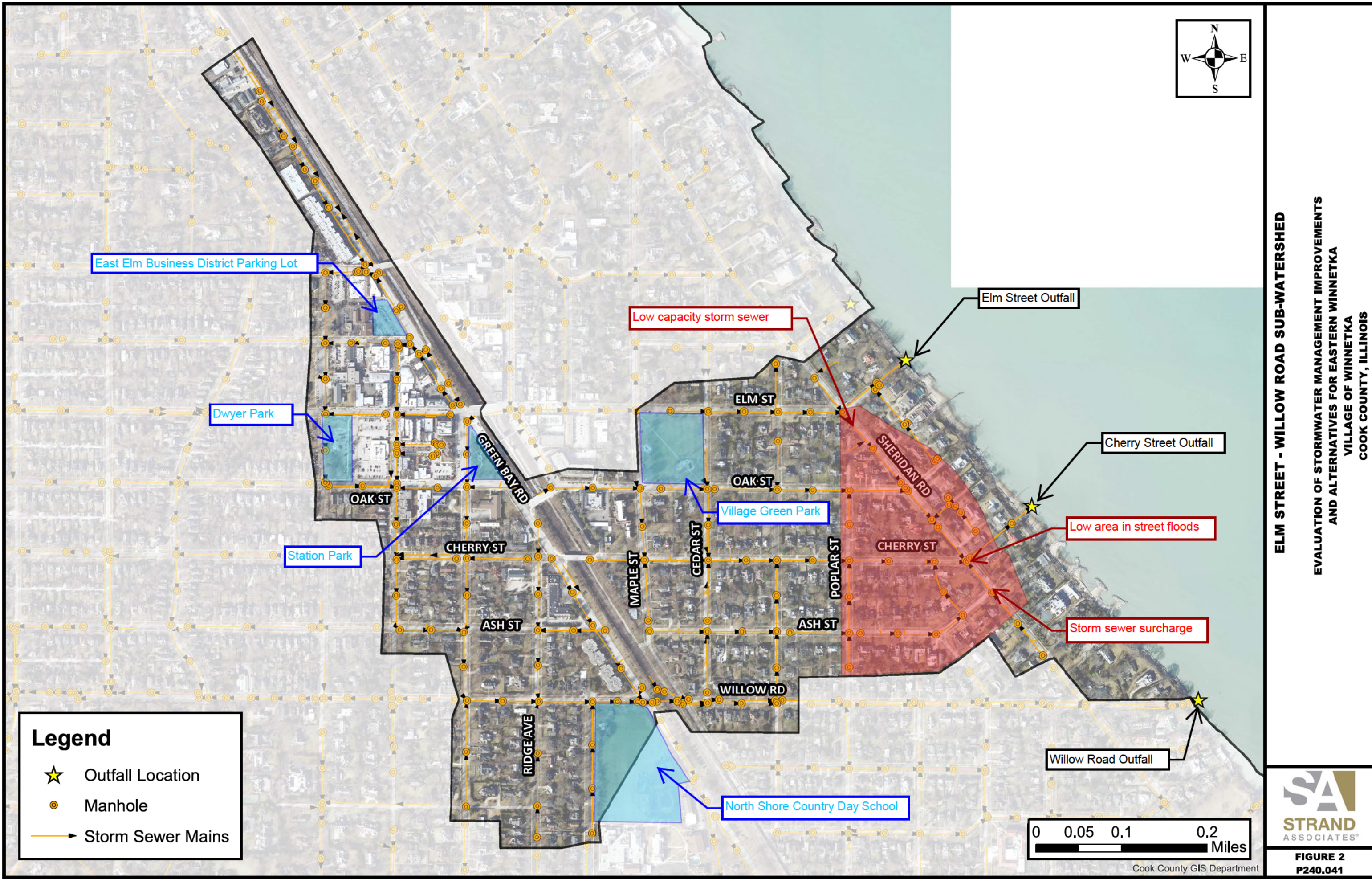
Other alternatives to consider for this sub-watershed include redirecting portions of the system to other locations such as the existing Willow Road trunk sewer. This existing outfall may have residual capacity to take portions of the Elder Area storm sewer, which in turn could reduce hydraulic pressure in the system and the magnitude of improvements elsewhere in the sub-watershed. And, of course, through these evaluations, we will continue to assist the Village in discussions with the Winnetka Park District regarding the location and nature of the Elder Park/Beach outfall to find a 'win-win' improvement.



Winnetka Avenue underpass.

- **Elm Street and Willow Road Area Sub-Watershed** – This sub-watershed, shown in *Figure 2*, experiences significant flooding issues along Sheridan Road between Ash Street and Elm Street, mainly centered around Oak Street, which is a low point in Sheridan Road, and Cherry Street, which is one of two outfalls in this sub-watershed. Review of the Village GIS indicates a large majority of the sub-watershed is tributary to this outfall, which, according to Village GIS, reduces from a 36-inch-diameter sewer to a 20-inch-diameter sewer at Lake Michigan. Although there is significant slope from Sheridan Road down to the lake, this smaller pipe restriction may be a root cause of the flooding, but other indicators will be evaluated too.

This sub-watershed area also includes the Willow Road outfall. It appears this outfall does not pick up much, if any, local drainage but serves the railroad right of way. While prior recommendations do not indicate use of the Willow Road trunk sewer, we anticipate this sewer and outfall being a significant resource when addressing flooding issues in the rest of the sub-watershed.





Prior recommendations suggest replacing the Cherry Street outfall with a 72-inch sewer. We are concerned that this is not a viable option because the existing easement is narrow and the homes along this public beach access corridor are only about 25 feet apart. Additionally, we believe there may be other, more creative alternatives, like rerouting upstream tributaries to the Elm Street or Willow Road outfalls, both of which have a wide right of way and open path to the lake. Another potential option is an overland flow vaulted walkway at the Cherry Street beach access from Sheridan Road to the beach.



Cherry Street outfall is a potential location for a vaulted walkway.

Unfortunately, the open space areas in the sub-watershed, including Village Green Park and Station Park, do not pose great opportunities. Both are at the upstream ends of the storm sewer system and do not yield significant benefits for stormwater control nor for water quality improvements. However, Dwyer Park might provide benefits on the west side of the railroad, primarily for water quality, and would be considered similar to other small pocket parks, as discussed with the Spruce Street Area Sub-Watershed.

- **Spruce Street Area Sub-Watershed** – This sub-watershed, shown in *Figure 3*, experiences roadway flooding at Maple Street and Sheridan Road, making Sheridan Road impassable. There are also locations of concentrated overland flow that do not appear to cause flooding but could result in surface damage. This sub-watershed also poses significant water quality concerns with one of its two outfalls at Lloyd Park/Boat Launch, another popular beach location. Previous recommendations suggested pipe size increases at Lloyd Park/Boat Launch, which, as noted above, could raise regulatory concerns as well as public concerns of increased pollution to the beach. Review of the Village's GIS indicates the two outfalls are interconnected by the storm sewer system, which could open opportunities to redistribute flows and potentially utilize upstream open spaces for relief.

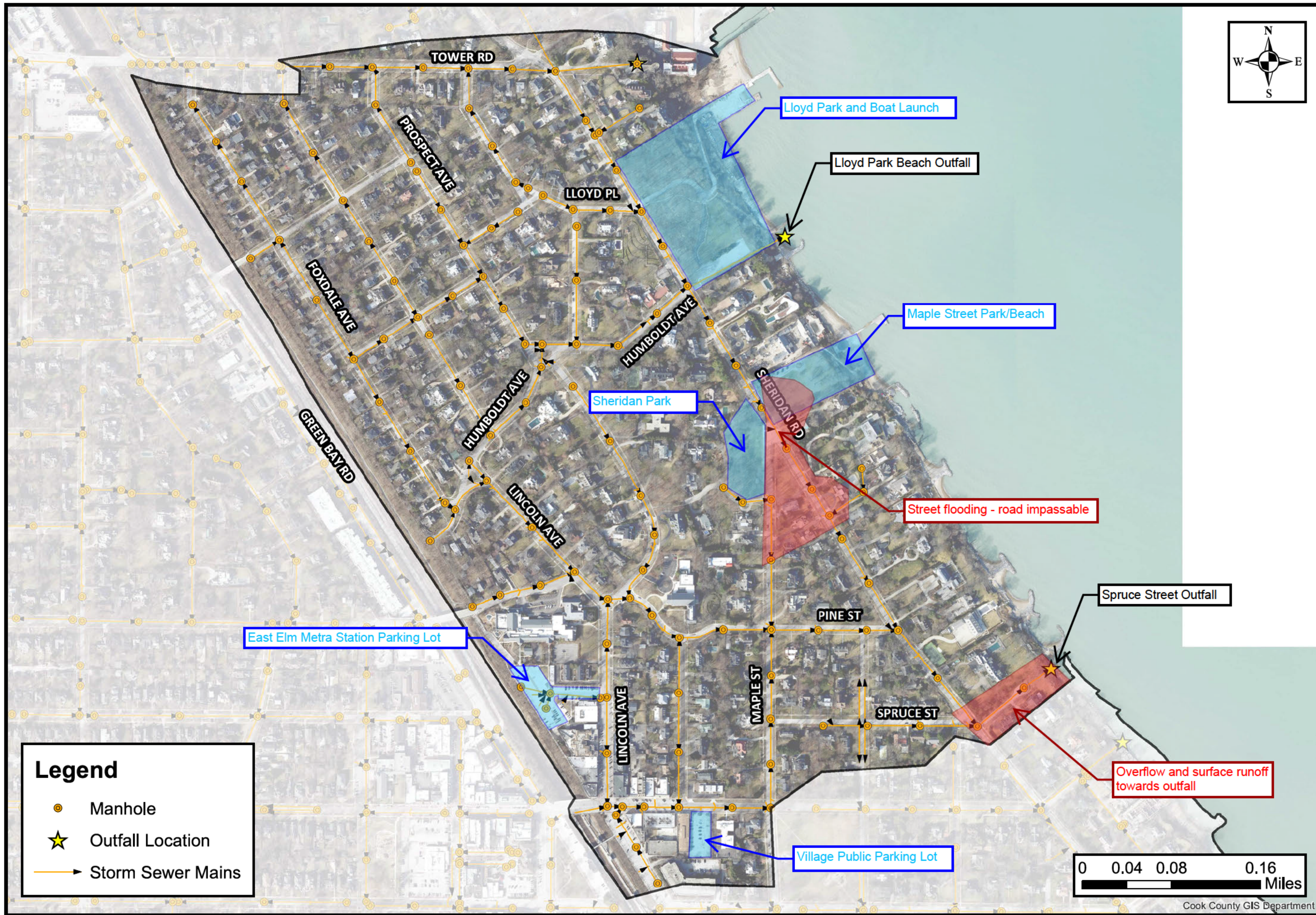


Lloyd Park/Boat Launch outfall.

In particular, Sheridan Park and Maple Street Park are both adjacent to the flooding area and might pose an opportunity for sewer surcharge storage. But these types of neighborhood parks may, more importantly, provide a location for water quality improvements. The previous recommendations for water quality improvements in the four sub-watersheds put water quality treatment at the downstream end of the



Neighborhood parks like Maple Park and Hubbard Woods Park and Village right-of-way like Sunset Road provide opportunities for placement of green and grey water quality features and facilities.



SPRUCE STREET SUB-WATERSHED

EVALUATION OF STORMWATER MANAGEMENT IMPROVEMENTS
AND ALTERNATIVES FOR EASTERN WINNETKA
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS



FIGURE 3
P240.041



storm sewer system just prior to the outfalls. As noted in our discussion of the Elder Lane Area, these recommendations are unreasonable because standard water quality facilities cannot handle the rate of flow produced by the entire watershed. These recommendations would most likely require implementation of mechanical treatment facilities, which translates to higher cost and operation and maintenance burdens to the Village. Our depth of experience with both green and grey infrastructure brings an understanding of flow capacity capabilities and how localized water quality improvements can be implemented across the tributary area to provide improved water quality at the outfalls. Taking this tack opens opportunities for use of Village-owned right of way and the limited public lands in each of the watersheds. Smaller pocket parks and boulevards in some of the sub-watersheds that may not be appropriate for water quantity improvements could be used for water quality improvements.

- **Hubbard Woods Area Sub-Watershed** – This sub-watershed is illustrated in *Figure 4* and includes a significant portion of the Village of Glencoe. This sub-watershed experiences roadway flooding of Sheridan Road where the roadway descends to the bottom of a beautiful ravine. From driving this roadway, it is not hard to envision how the roadway can become a rushing river from both the north and the south, with embankment walls rising steeply on both sides of the road. While there is a storm system along the road, significant rainfalls can easily overwhelm and bypass the inlets and joining a significant overland flow tributary area in the ravine that originates along the western boundary of this sub-watershed. The majority of this watershed flows to this low point in Sheridan Road and discharges to the Sheridan Road Ravine outfall to Lake Michigan.



Sheridan Road Ravine outfall.

Previous recommendations focus on control of surface runoff on Sheridan Road at the bottom of the ravine through regrading or high-capacity inlets. These seem to be reasonable recommendations, but we also want to evaluate the upstream ravine contribution to determine how it impacts the existing conveyance system, whether it overtops and contributes to flooding on Sheridan Road, or whether the culvert that captures the ravine runoff could be modified to take pressure off the downstream system.

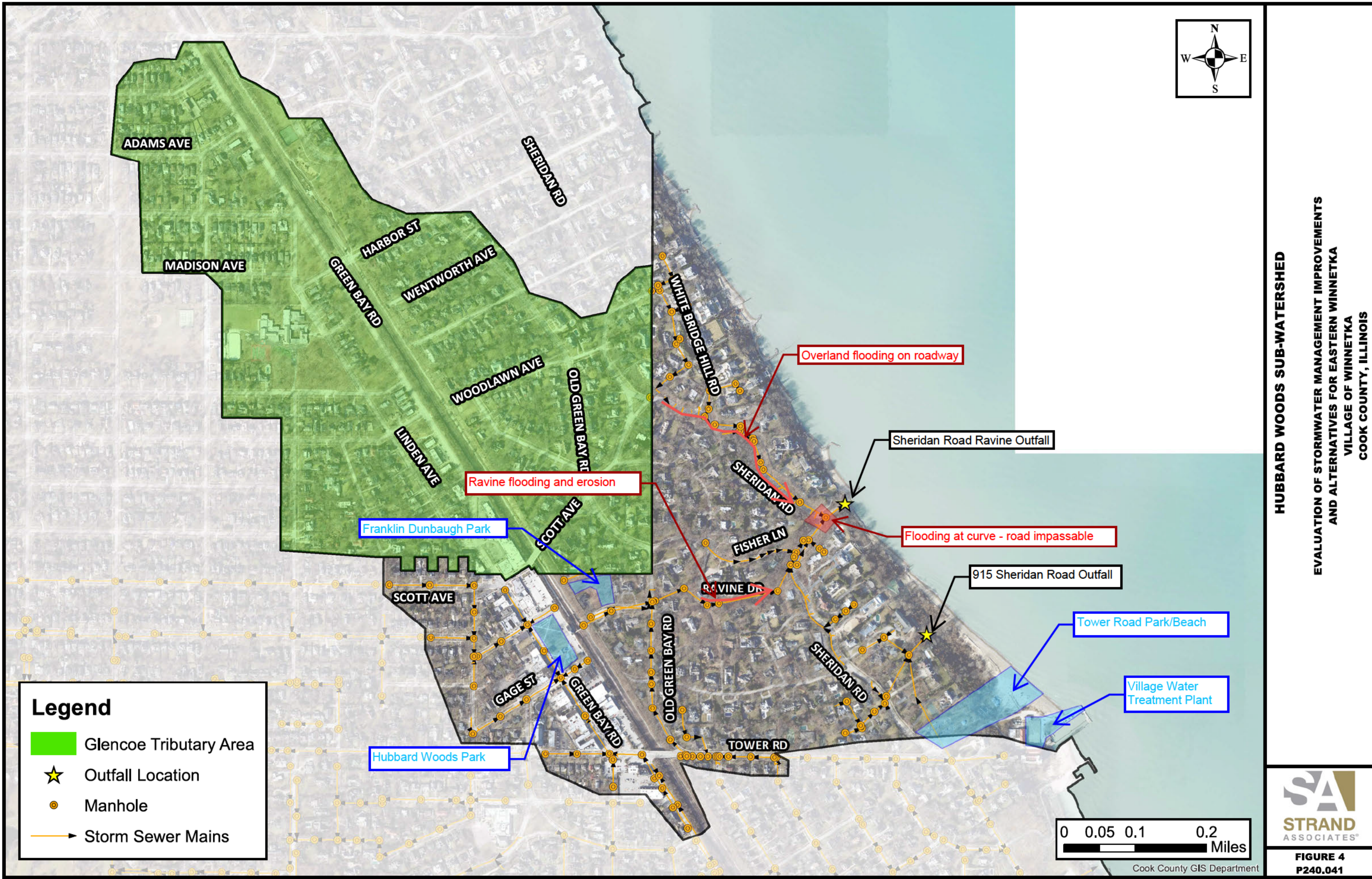


We also recall looking to assist the Village in 2016 with a ravine stabilization project from Fisher Lane to Sheridan Road. It appears this issue has been addressed, but we anticipate further evaluation of the other ravine segments will be warranted under this study in addition to evaluating potential water quality improvements and potential energy dissipation at the beach outfall.



Ravine from Old Green Bay Road and the culvert under Sheridan Road.

This sub-watershed has another outfall at the rear of 915 Sheridan Road, however, this outfall appears to be at the upstream end of the storm system tributary to the Spruce Street Area Sub-Watershed. The topography in the area of this outfall does not appear to lend itself to addressing flooding issues, but it will be a system that could benefit from water quality improvements prior to discharging to the beach.





Based on our understanding of this project, we have identified the following potential obstacles to success and our plan to tackle these obstacles.

Potential Obstacle to Success	Plan to Overcome Obstacle
Availability of Land for Stormwater Management	Open Dialogue Focused on Property Owner Goals – an open dialogue starts with recognizing the property owner’s expectations and objectives for the use of their property. Our project team, through prior projects, has strong relationships and experience with the Winnetka Park District and School Districts. Our approach emphasizes building on these relationships and understanding their particular property goals and showing how the Village’s stormwater management solutions are in line with those goals and their benefit.
Physical Conditions, Topography, Base Flood Elevations	Watershed Evaluation Process – our approach expands stormwater evaluation of specific flooding to a broader watershed evaluation and consideration of holistic alternatives. This bigger picture evaluation process uses all potential tools to overcome the individual physical constraints of the study area and was one of the primary reasons for success on the west and southwest side of the village.
Water Quality Concerns	Implementation of Sustainable Green Infrastructure – our understanding of the applications, benefits, and the limitation of various water quality improvements supports our focus to implement best management practices that effectively provide proven water quality benefits. Whether the solution is grey or green infrastructure, support of the final project plan by jurisdictional agencies and the general public will only be achieved if water quality improvements can be assured.
Cost	Cost-Benefit Evaluations – the desired goal in Winnetka has been to provide protection up to the 100-year frequency storm event but, like all goals, it needs to be balanced with cost. It will be important for us to provide the Village with a comprehensive cost-benefit evaluation that tracks project costs relative to level of protection, giving the Village a perspective from which to determine its most cost-effective plan of attack.
Public Expectations	Clearly Define Success – the foundation of our study will be establishing, through our communications, reports, and presentations, the expectations of a successful project. This includes clarifying that not all viable alternatives will be popular. But the success of this study and the resulting plan is in building confidence that all solutions have been considered and solid decision making has been achieved.
Public Education	A Robust Public Participation Program – a significant reason for the Village’s success in adopting a plan for west and southwest Winnetka was the public outreach and public education effort. Too much emphasis cannot be placed on the Public Participation Program. Our program does not just focus on speaking and listening, but on establishing understanding. The technical aspects of stormwater management are complicated and confusing. We have proven our ability to present complex aspects through various tools and visuals that make concepts understandable, relatable, and supportable.



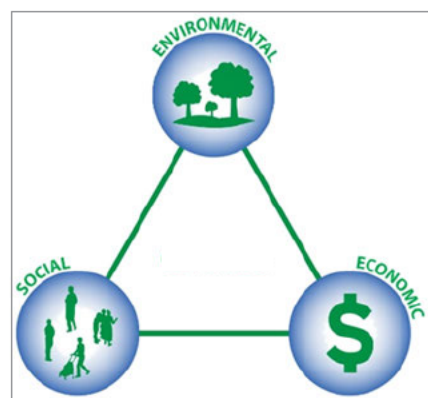
Project Approach

We have extensive regional stormwater master planning experience and understand how stormwater management opportunities and strategies identified are unique to each community and differ considerably. Through our efforts, we have consistently achieved impactful, cost-effective, and implementable stormwater management programs for clients. In each community, we have successfully achieved project objectives similar to those described in the Village of Winnetka Stormwater Management Study RFP.

The Village is aware of our unique watershed-based approach that places a heavy emphasis on establishing a strong planning foundation, which we believe is critical to the success of any stormwater management program. Proper planning helps to make sure that the selected projects:

- Are cost-effective and feasible.
- Integrate a comprehensive evaluation of innovative sustainable and traditional solutions.
- Encourage community partnerships and benefits.
- Represent a cohesive watershed-based plan.

Our watershed-based approach results in a solution matrix that is community specific and reflects the important relationships among natural systems, the environment, infrastructure (sewers, transportation, parks and open space), the economy, and the community. Our approach is intended to consider integration of stormwater and flood control solutions and water quality improvements into the broader vision for the community as a whole. This means that our approach typically provides tremendous added value to communities by providing tangible and visible amenities beyond just stormwater-related improvements. In many cases, stormwater management projects mean investing millions of dollars into enhancing infrastructure, and one of our goals is to make sure that the result of that investment is as meaningful as possible to the rate payers.



A multi-faceted evaluation is critical.

Our watershed evaluation process also employs a ‘business case’ evaluation in which we compare costs and benefits of various solutions to better understand the value and merits of various alternatives. We place a great deal of emphasis on development of detailed graphical concepts and renderings to clearly convey the design intent and desired aesthetic of each proposed alternative to help the community and decision makers visualize each potential solution. Our proposed solutions often involve multiple elements and typically represent a mix of traditional gray engineering and ‘green infrastructure’ solutions.

We have reviewed the general scope of work provided by the Village in the RFP and believe that these 12 tasks align well with our planning and evaluation approach for stormwater management and will allow us to accomplish the Village of Winnetka’s goals and objectives. We have outlined our general approach to each of these 12 tasks as follows.

Task 1 – Project Kickoff Meeting

As outlined by the Village, we will be prepared to conduct a kickoff meeting within 7 days of the notice to proceed. However, we also see value and efficiency in allowing our team to work into Task 2 before having this kickoff meeting. This will enable us to come with a deeper understanding of the tools available or still needed to perform the study.



Either way, this kickoff meeting will be used to establish schedules, roles, responsibilities, milestones, communication plans and general project management guidelines. As discussed in our *Project Team* section, we are approaching project management and leadership of our team in a unique way to serve Winnetka as effectively as possible with the best technical experts in our firm. Accordingly, Mike Waldron (project manager), Mark Shubak (stormwater management expert), John Lyons (stormwater planning expert), and Mike Williams (stormwater modeling expert) will all be present at the project kickoff meeting. We believe in establishing and maintaining strong lines of communication with the Village, key stakeholders, the public, and the various team members will be the key to a successful project, starting with an effective kickoff meeting.

Task 2– Data Gathering

Our approach recommends breaking the data gathering phase into three key steps: (1) review of available information, (2) review of existing XPSWMM modeling, and (3) comprehensive inventory and analysis. These steps are described as follows.

2.1 Review of Available Information

Our team will continue to review available relevant information, including previous drainage studies and reports, existing GIS data, and flood damage surveys. Our team will develop a strong understanding of all the background information and previously explored alternatives to ensure that we are able to move this study forward quickly and in a manner that will minimize inefficiencies.

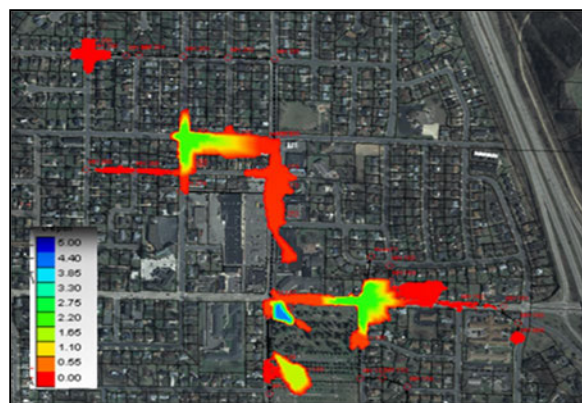
We have already built a foundation for this data review by analyzing the information gathered for the Lake Michigan watershed and have started review of existing GIS mapping.

From our review, we have noted an important task in verifying the existing village storm system mapping and verifying sub-watershed boundaries and tributaries. For example;

- The GIS mapping for the Elm Street Area and the Hubbard Woods Area west of the railroad do not show a connection to their watersheds.
- There are some inconsistencies in pipe sizing and routing between GIS, mapping, and prior studies that will need to be correlated to actual conditions.
- Some watershed boundaries shown in the RFP exhibits do not agree with the GIS mapping.
- The Hubbard Woods sub-watershed extends far beyond the Winnetka boundaries. We will need to call on our long-time relationship working with the Village of Glencoe to gather their mapping and evaluations to include in this portion of the sub-watershed in our study.
- We have already started identifying key points in each of the sub-watershed sewer systems where potential extensions or interconnections with other systems could be beneficial. Field investigations to verify piping, rims, and inverts will be critical to building a reliable model, as discussed further below.

2.2 Review of Existing XPSWMM Model

A thorough review of the existing XPSWMM model will be crucial to this project. The model is the foundation upon which the existing conditions will be confirmed and understood and upon which further modeling will be informed. An inaccurate or un-calibrated model could result in improperly identifying and sizing alternatives, which could potentially add unnecessary costs to the project. This review will lead to a critically important discussion and decision with the Village – determination of the desired modeling platform to ultimately support the overall study.



XPSWMM 2D modeling results.



Our team of expert modelers is the same team currently managing the Village's west and southwest watershed model, which is an XPSWMM 2D model. Unfortunately, this modeling platform is no longer supported by its developer and will eventually become obsolete. We believe the decision comes down to either using XPSWMM 2D, a model that it tried and true and consistent with other Village modeling and which will be useful through the life of this study and possibly project implementation, or pivoting to a new model that will continue to be technically supported beyond project implementation. Either way, the modeling implemented must provide the 2D platform and will utilize available Cook County LIDAR topographic data to accurately reflect flood storage volumes in the model and clearly define overland flood routes. Furthermore, the chosen model will need to provide graphical output that clearly portrays flooding extents and depths and is easy to understand for communicating stormwater results to Village representatives, stakeholders, and the general public.

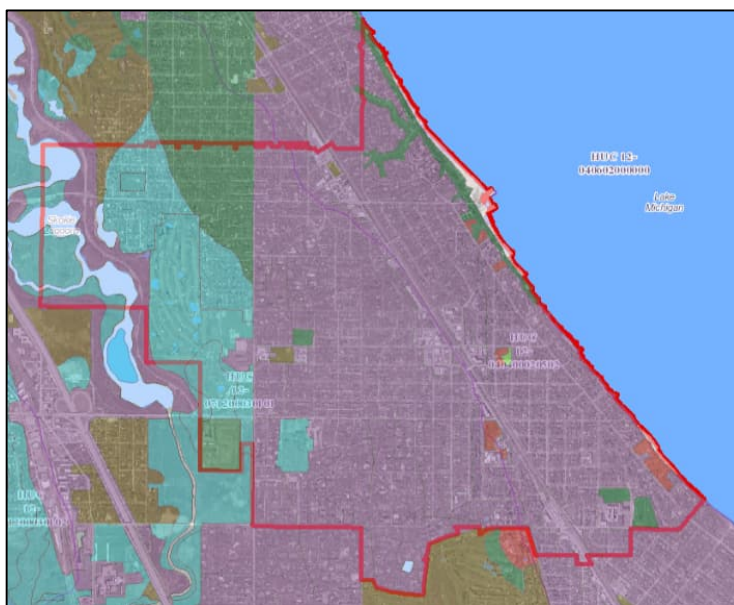
2.3 Comprehensive Inventory and Analysis

As part of this task, we will perform a comprehensive inventory and analysis phase to look at the assets, character, history, and opportunities that exist in the Lake Michigan watershed, more comprehensively. The inventory and analysis will primarily use GIS, limited field investigations, existing community plans, and input from Village staff and stakeholders. The information and the opinions and viewpoints provided by Village staff will be instrumental in driving the direction of the proposed alternatives. As part of our inventory and analysis, our team will focus on the following key data categories:

- Natural systems
- Built systems
- Community character
- Policy issues
- Existing and planned projects
- Stakeholders

A description of what we evaluate in each of these categories is provided below.

- **Natural Systems** – Natural systems include, but are not limited to, topography, hydrology, soils and geology, and tree canopy. An assessment of these systems will help our team identify opportunities and constraints for a range of stormwater management alternatives. Understanding how natural systems worked before being altered by development can lend insight into how sustainable solutions could be implemented

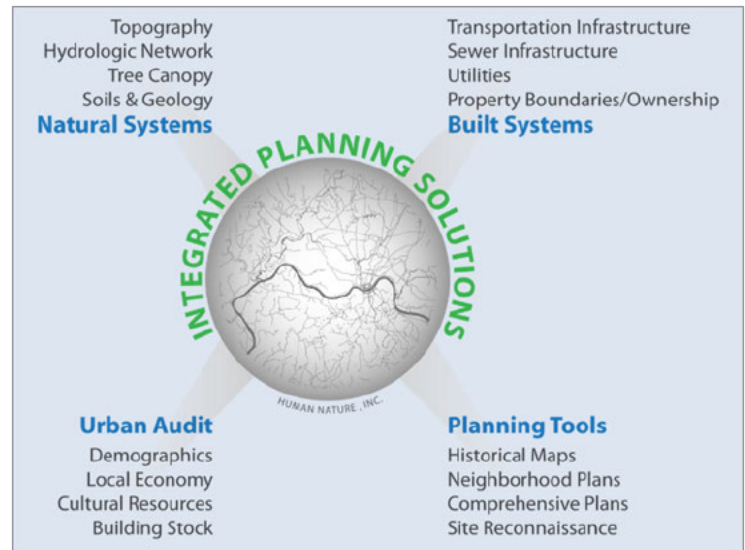


Example Natural Systems Mapping for the Village of Winnetka – Hydrologic Soil Groups (above left), Surficial Geology (above right).



to solve current problems. The example maps show the known hydrologic soil groups throughout the village, and the surficial geology of the area.

- **Built Systems** – While built systems are essential to the quality of life in urban areas, they have influenced the natural function of landscapes and watersheds. These systems include land use and land cover types, impervious surfaces, and infrastructure (e.g., sewer, transportation, and other utilities). A detailed review of land use will result in identification of potential parcels for placement of stormwater controls. A region's transportation corridors also provide valuable opportunities for integrated stormwater management within the right of way. Our team will investigate arterials and local streets, public transit routes, pedestrian circulation, sidewalk connectivity, and recreation routes to determine if stormwater management opportunities exist. We will also conduct a detailed review of existing impervious surfaces to identify appropriate strategies for integrated stormwater management. Our team will also develop a detailed understanding of the existing storm sewer infrastructure to allow proposed management strategies to capitalize on exiting assets.
- **Community Character** – As communities develop over time, they often create unique patterns of development. We want to understand the unique character so that the proposed solutions can honor the character of Winnetka. Therefore, an integral component of the watershed inventory and analysis is an understanding of past development patterns. Mapping changes in topography, land use, and development over time can indicate the location of historical wetlands and streams, former agricultural lands, and sensitive landscape features that have been lost. This information can be useful in development of creative and comprehensive stormwater solutions. Property lines, property ownership, and the shape, pattern, and size of parcels are key factors in the appearance of the built environment. During this task, we will investigate general parcel data as well.
- **Policy Issues** – Using a combination of traditional engineering techniques and sustainable technologies for stormwater control requires a comprehensive understanding of existing policies and regulations that may affect the types of strategies that can be employed throughout the village. Our team will consider zoning and municipal codes, subdivision regulations, and stormwater management regulations to identify opportunities and hindrances to the implementation of green infrastructure.
- **Existing and Planned Projects** – A thorough analysis of the village will include identification of all infrastructure projects or improvements that are existing or planned within and around the area. These plans may present opportunities to integrate infrastructure improvements or to engage additional stakeholders in the planning and implementation processes. Projects can include transportation infrastructure projects (e.g., highway improvements, street improvements), utility projects (e.g., sewer, water, electricity), housing, commercial, and/or business developments, park planning, school expansions, comprehensive plans, strategies plans, and neighborhood-specific zoning changes or amendments.



Our detailed inventory and analysis lead to community specific solutions.



- **Stakeholders** – As we found in developing the *West and Southwest Winnetka Stormwater Management Alternatives Study*, engagement of stakeholder is critical to project success. Numerous public agencies in and adjacent to the village may have plans to invest significant amounts of money over the next decade in construction and upgrade of public infrastructure, including, but not limited to, streets, schools, parks, and rail transit. For instance, the New Trier High School District recently completed its East Side Academic and Athletic Project and may be looking for ways to partner on further campus improvements. Each public project represents an opportunity to leverage infrastructure investment, whether it be gray, green, or a combination of the two. The team will work closely with Village staff to identify and communicate with relevant stakeholders.

Conducting a comprehensive inventory and analysis will allow our team to look at the Village's stormwater management challenge from a fresh perspective. An extensive inventory and analysis will set the stage for our team to think outside the box and consider new and creative solutions to Winnetka's flooding and water quality problems. This step is a key component of our watershed planning and evaluation process to ensure a solution based on community specific conditions.

Task 3 – Progress Reporting

As requested in the RFP scope of work, our team will provide weekly written progress updates for Village staff and monthly written progress updates for the Village Council. These frequent written communications between our project team and the Village will keep everyone updated on the project status. Our progress reports will be comprehensive yet concise to convey updates clearly and effectively. We can also provide weekly posts for the Village website, as we do for our current projects with Winnetka. Additionally, our Project Manager will continue to attend weekly virtual meetings with Village staff and elected officials and, as always, be available to attend Council meetings to answer questions and assist staff with monthly and quarterly stormwater reporting.

Task 4 – Evaluate/Confirm and Update Existing Hydrologic and Hydraulic Modeling

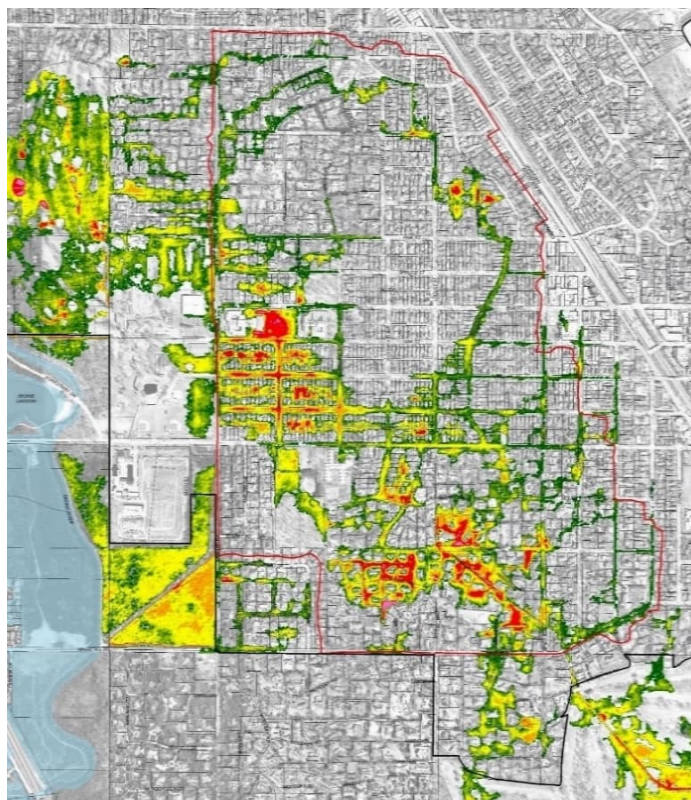
Accurate modeling is critical to the development of realistic, appropriate, and feasible stormwater management solutions. As part of this effort, our team will evaluate, review, update and verify the existing model to be used in evaluating existing conditions. Our team plans to leverage the Village's existing model to the greatest extent possible and will complete the following as part of our model analysis and update:

- **Existing Network Review** – Review the existing infrastructure represented within the model with current GIS information, field checks of critical structures or locations, and input from Village staff on how the system functions.
- **Runoff Data Review** – Review and update the model to verify runoff data is based on the most up to date development, topographic, imperviousness, soils, and seasonal groundwater variability information available. We assume the existing model was based on Bulletin 70 rainfall data, so we will update the model with Bulletin 75 data. Additionally, our modelers will review historic rainfall data (depending on availability) to confirm average conditions and to understand the larger events impacting the village.
- **Calibration** – Based on updates made to the model from the network and runoff data review, we will calibrate the revised model to assess the existing conditions within the village along with the proposed stormwater improvements. We will work with Village Staff to determine the most appropriate historic storm event and measured high water elevations during that storm to which to calibrate the model.
- **Model Conversion** – Similar to the west and southwest study, we assume the existing model is 1D. We will convert the model to 2D and, as discussed above, will have an informed discussion with the Village to determine what modeling platform to use moving forward with the study.

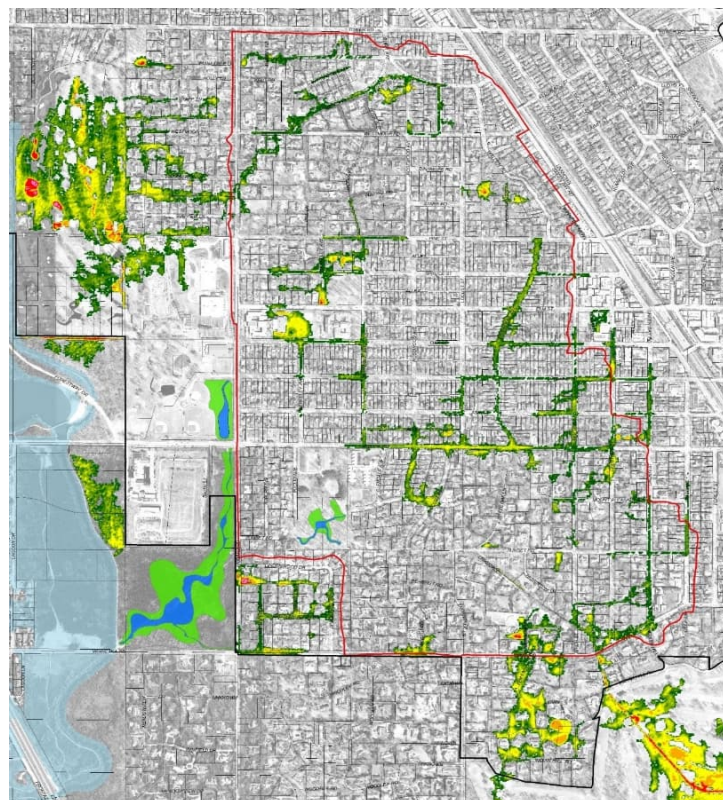


Task 5 – Model/Verify Existing Conditions and Existing Flooding Locations

The Village will recall the following graphic that represents the modeling completed by us for the West and Southwest Winnetka watershed to demonstrate the extent of flooding occurring in this watershed under existing conditions, and after the implementation of our proposed stormwater management improvements. This type of graphical modeling output helps convey extent and depth of flooding before and after implementation of proposed solutions. More importantly, this type of graphical modeling will be important for confirming the anticipated flooding extents for various recent storm events with Village staff and with the general public for proper calibration of the model.



Existing conditions, 100-year storm.



Proposed conditions, 100-year storm.

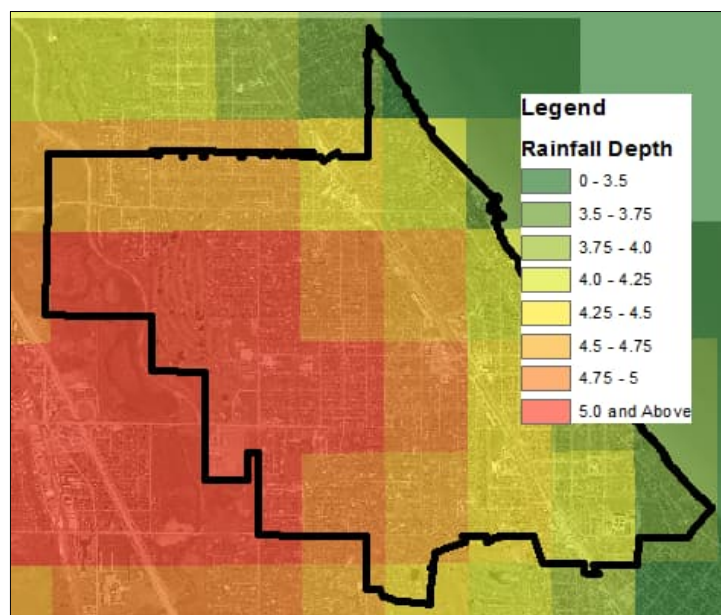
While hydraulic modeling is a powerful toolset, the effectiveness of the solutions are only as good as the accuracy of the models. Our experience, training, and software will provide the Village with a skilled modeling partner to verify the existing model and flooding extents. Flood extent maps derived from our efforts assist in confirming accurate existing conditions.

Our proposed calibration methodology provides the Village with a high level of confidence that the model reflects what is actually occurring. The calibration step also ensures that the selected flood mitigation alternatives are appropriately sized to meet the various design requirements the Village has developed. Our calibration method will incorporate soil moisture conditions, historic rainfall measurements and Next Generation Radar Data (NEXRAD), water elevations in the Skokie River, and known high-water elevations from prior flood conditions. Using NEXRAD data enables us to properly reflect the variation in rainfall amounts and intensities across the village's watersheds. This step will either confirm the appropriateness of utilizing rain gage data for calibration purposes or highlight the need to use a spatially distributed rainfall approach. To demonstrate the importance of reviewing radar data for specific storm events, the following figure shows Radar Imagery acquired from the National Climatic Data Center for the Village of Winnetka during the



July 2011 rain event and the extreme variability in spatial distribution of rainfall – some areas of the village received more than 5 inches of rain, while others received less than 3.5 inches. This color range shows the potential for variable rainfall across a community and how only using gauge data can produce inaccurate models.

The ultimate test of a calibrated hydrologic and hydraulic model is to compare the modeling results to an actual storm event with flood mitigation improvements in place. This confirms a high-level of confidence in the model and confidence that the constructed design is performing as planned. This validation of the model assures concerned residents that our planning is sound and projects are performing as promised. Our detailed approach to verifying the existing conditions of Winnetka's stormwater model will result in an accurate model that will provide confidence in the alternatives analysis phase.



Radar imagery of the July 2011 event over Winnetka.

At the conclusion of the model calibration, our team will produce maps visually showing flooding extents, along with tables of affected properties for various rainfall events.

Task 6 – Review Prior Proposed Improvements

As noted in our *Project Understanding* discussion, our team has already started review of prior proposed improvements and identified issues to be further evaluated. We will continue our thorough re-evaluation of all previously proposed alternatives within the Lake Michigan watershed and will consider a variety of factors in our assessment, including:

- Feasibility and constructability
- Sizing of proposed controls
- Volume of stormwater to be controlled
- Potential obstacles/challenges
- Net reduction in property flooding

At the conclusion of our review, our team will provide a recommendation for those previously recommended solutions we believe merit additional consideration as viable alternatives.

Task 7 – Coordination with Park District and School Districts

Our process places a very strong emphasis on exploring potential partnerships and collaborative opportunities with watershed stakeholders. In the case of the Lake Michigan watershed, potential stakeholders include the following public agencies that own land within the watershed:

- Winnetka Park District
- Winnetka School District
- New Trier High School District
- Metra Metropolitan Rail

Our team brings significant experience and established relationships with all these entities, including Metra, with which we have completed numerous railroad right-of-way perpendicular and parallel public infrastructure improvement projects. Our team will engage these key public agencies to discuss their goals and objectives for



use of their open spaces and facilities and discuss how their intentions may integrate with the goals and objectives of the Village's stormwater management efforts. We anticipate two formal engagements with these agencies, one during the *Awareness* phase of the study and a second during the *Exploration* phase of the study, as discussed further in Task 8. As we have done before, we will endeavor to identify potential opportunities for all entities and recognize potential limitations for managing stormwater in those areas.

Task 8 – Public Participation

A stormwater management study is a significant investment not only in sewer infrastructure, but also in the built environment in the Village of Winnetka. An extensive public participation effort will be directed towards a comprehensive group of stakeholders. This coordination will provide an opportunity to gain valuable input from the community and to merge their needs/desires/opportunities with the Village's stormwater-related objectives. We believe that the more people are involved throughout the planning and design processes, the more accepting they are of the outcomes and likely to understand the need, support the alternatives, and be willing to support funding for the projects.

We recommend a minimum of two public open houses to help engage the public during the inventory and planning process. While we would tailor this approach with the Village's expectations, our recommendation is as follows:

- An initial public meeting during what we call the *Awareness Phase*, where we will illustrate and explain existing conditions, educate on the root causes of the stormwater issues, and explain the need for some type of remediation measures. This is also a time to set goals and a clear understanding between the Village and the citizens as to the intent and expectations of the stormwater study. At each meeting we will solicit and record all comments and input, which will inform the next phase of work.
- At the second meeting, during what we call the *Exploration Phase*, we will review the input recorded from the first meeting and let citizens know that we heard them. We will then present the varying alternatives that strive to meet the goals of the project. We often present a spectrum of concepts that have varying degrees of impact or cost. Again, we will solicit input on each alternative, which in turn will inform the next phase.

Our team will work with Village staff to further develop the preferred approach for each public open house. In addition to approach, it is important for us to become familiar with the Village's expectations on the level of planning, coordination, and graphic design support. Depending on the complexity of alternatives, the *Exploration Phase* may require more than one meeting. After the *Exploration* meeting(s), we will synthesize the alternatives to the recommended alternatives that to be further developed and presented in the *Vision Phase* under Task 12.



Example of a graphic display created by our teammate Human Nature to illustrate a potential Hibbard Forest Preserve Improvement.



For each meeting, we will prepare two types of materials: visually-compelling graphic content materials (e.g., graphic displays, maps, concept plans, and other presentation support materials such as 3-dimensional renderings and sample images) to illustrate and communicate effectively to open house participants; and open house facilitation materials (e.g., advertisements/notification letters; PowerPoint presentations, comment cards, questionnaires, and summaries) to gather and document feedback from attendees at each open house.



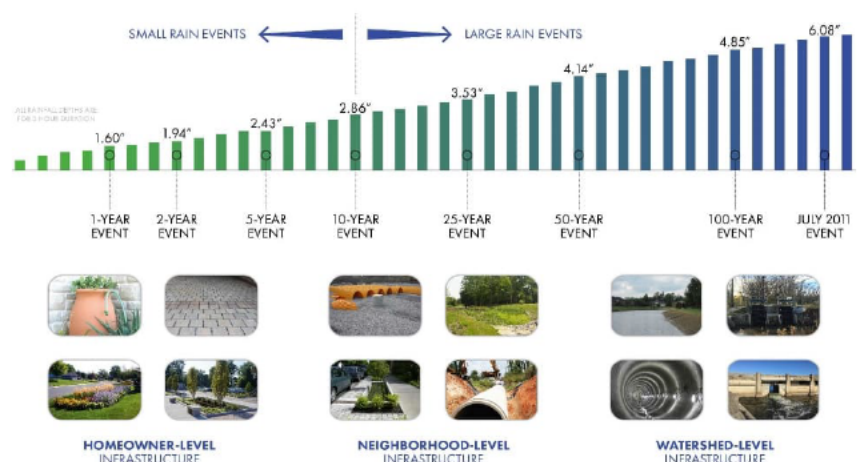
Examples of feedback summary graphics from public input meetings.

We are also aware that not all concerned residents are willing or able to attend public gatherings or are uncomfortable sharing their opinions in public. For this reason, we propose to work with the Village to develop a link on the Village's website allowing people to freely review presentation graphics and reports and provide feedback as they are comfortable. After each public open house, we will coordinate with Village staff on summarizing meeting outcomes and feedback provided by attendees and on integrating feedback into the design of infrastructure improvements.

Task 9 – Develop Alternatives

Based on our comprehensive review of existing information and the previously proposed stormwater improvements, our team will work collaboratively with Village staff to identify alternative flood mitigation measures. We will evaluate the feasibility and cost effectiveness of each alternative based on cost, performance, and long-term maintenance. While our focus will be on the identification of alternatives that will reduce the flooding within the Lake Michigan watershed, we propose to evaluate locations and alternative controls outside of the delineated study areas that, in turn, can have a direct benefit on the study area.

Our team will explore the full spectrum of potential stormwater management solutions, including many traditional stormwater management controls similar to those previously evaluated, but we are proposing to also evaluate a selection of more innovative and creative solutions that may not have been previously considered. We recognize that all these potential solutions will need to be evaluated in detail to determine the viability of each potential alternative, as well as the costs and implications, but we believe that the Village should ‘leave no stone unturned’ when considering potential stormwater



Graphics that explain magnitude and limitations of potential alternatives.



control solutions. Some of the more ‘traditional’ stormwater controls that may be considered, include the following:

- Wet detention/retention
- Dry detention
- Underground storage
- Pump/lift stations
- Surface/Roadway Storage
- Maximizing Use of Existing Infrastructure
- Storm sewer upgrades
- Tunneling

Our evaluation of all these stormwater controls will take into account standard engineering design considerations such as construction cost, available land space, property ownership, topographic feasibility, maintenance costs, environmental obstacles, and geotechnical conditions.

While all the traditional solutions have merit and are worth considering, we will also explore a variety of more innovative stormwater controls, as follows:

- Enhancement of Surface Drainage
- Watershed Based Green Infrastructure
- Managing Hydraulic Conditions Between Storm Sewer Systems
- Roadway Cul-du-sac and Green Storage
- Stormwater Management Within the Right of Way
- First Flush Detention and Treatment
- Collaboration with Entities Outside of the Village Limits
- Curb Bumpouts and Parkway Modifications

Task 10 – Regulatory Framework

As we found in the west and southwest Winnetka study, identifying and early engagement of regulatory agencies is critical to determining the viability of stormwater improvements, especially where they entail changes to existing outfalls and impacts to the Lake Michigan bluffs and lakeshore. We have established strong relationships with those regulatory agencies we anticipate will be interested in the improvements, such as US Army Corps of Engineer, Illinois Department of Natural Resources, and Illinois Environmental Protection Agency. Our approach includes sharing and discussing with these agencies the alternatives being considered so to understand any hesitation, objections, or expectations they may have regarding the Village’s desired stormwater management program in the Lake Michigan watershed.

Task 11 – Funding Sources

An additional service that we provide is grant writing support. We have previously assisted the Village with several grant applications, including **“the best application we have ever seen”** as reported by our representative at Illinois Emergency Management Agency regarding our *Building Resilient Infrastructure and Communities* (BRIC) grant application for the *Crow Island Storage and Conveyance Project*. And although we were not successful in obtaining this grant, we believe we have well positioned the Village to eventually get selected for this grant.

In recent years, we have helped municipalities procure more than \$79 million in grants for various flood mitigation projects through our engineering work or our grant writing services. Flood mitigation components considered as part of this study will have varying levels of ‘fit’ with grant funding programs. We will discuss each of the grant programs and their application deadlines with the Village for the various components. Having considerable experience preparing applications and obtaining grant dollars from the programs below, we are well suited to assist the Village in obtaining grant funding. In recent years, we have successfully assisted clients in procuring the following stormwater grants.



Stormwater Grant Experience	
Grant Type	Total Grant Amount
FEMA-BRIC Capability and Capacity Building Grant	\$1,330,875
Lake Planning and Management Grants	\$127,500
Municipal Flood Control Grants	\$3,108,900
Targeted Runoff Management Grants (WDNR)	\$150,000
Urban Nonpoint Source and Stormwater Construction Grants, (WDNR)	\$3,410,863
Urban Nonpoint Source and Stormwater Planning Grants	\$3,197,700
Wisconsin Hazard Mitigation Grant (FEMA)	\$350,500
Urban Water Quality Grant	\$1,213,100
Economic Development Administration	\$8,005,000
Department of Commerce and Economic Affairs	\$28,000,000
MWRD Local Partnership Grants	\$1,400,000
Total	\$79 Million

Task 12 – Public Presentations

To conclude our efforts, we will assist the Village with moving into the *Vision Phase* of the project. It is in this phase that refinements of recommended alternatives are illustrated graphically; associated costs, benefits, challenges, and protection levels of each alternative clearly explained; and programming of the proposed improvements laid out for final consideration and approval. We will organize a *Vision Phase* presentation for a public open house and Village Council meeting. Based on input and approval from the Council during this presentation, we will work with Village staff to finalize the recommendations for stormwater management within Winnetka.

Approach Conclusion

Our demonstrated expertise with successful stormwater management planning provides the Village with a proven, effective process for developing realistic, achievable, and creative stormwater solutions.

- **Our understanding of the history of Winnetka’s flooding and the previous studies that have been completed to date provide us with a solid foundation upon which to begin our evaluation, yet our fresh outside perspective on the Lake Michigan watershed will provide a new angle and assessment of possible solutions.**
- **Our team is nationally known for ‘thinking outside the box’ and developing creative and unique solutions to stormwater management. In addition to our successful history of traditional stormwater management and flooding reduction projects, we are also nationally recognized as an expert in green/sustainable infrastructure solutions, which could play a meaningful role in the revised alternatives matrix.**
- **Our team has led successful public engagement campaigns for many of clients, including the Village of Winnetka. Our ability to produce clear graphic representations of often complex engineering problems and solutions enables the public to not only understand the problem but actively engage in identifying a sustainable solution. Clients depend on us for our creativity and our emphasis on community interaction and participation.**



- Our proposed approach is multi-faceted and considers a broader planning and community context. While cost-effective flood reduction in the western drainage area will be the primary focus of our evaluations, we will also evaluate a much broader range of considerations that will enhance and integrate with the community's built and natural environments. Our approach will result in recommendations tailored to Winnetka and the defining characteristics of the community.
- We recognize the need for well-developed and well-vetted solutions with solid planning level costs that the Village can depend on. We extensive experience developing accurate planning-level costs to reduce the potential for cost increases and undesirable surprises down the road during detailed design and construction.



Sustainable Infrastructure



Urban waterway



Separated Storm Sewers



Natural Conveyance & Detention



Structural BMPs

Our extensive stormwater master planning experience along with our innovative toolbox of stormwater management strategies will provide Winnetka with a comprehensive solution.



C. Schedule

The following schedule provides an overview of our anticipated timeline to complete the Stormwater Management Study within the requested 6-month timeframe. Our team is prepared to hit the ground running following a Notice to Proceed (NTP) and has made the following assumptions for this effort:

- The anticipated NTP is March 5, 2024.
- The kickoff meeting could be held within 7 days of the NTP on or around March 12, 2024, or we could schedule for early April, allowing our team to develop a deeper understanding of the watershed.
- We anticipate about 1 month to gather and review the background data. Our schedule assumes all the requested data, including the existing models, be provided by the Village by March 22, 2024.
- As we review existing conditions, modeling, and prior recommendations, we will schedule periodic Study Meetings to discuss our findings and gain Village concurrence before proceeding further.
- We anticipate the *Awareness Phase* Open House in early June at a location coordinated by the Village.
- As we gain input from the stakeholders, public agencies, and the public open house, we will proceed with developing and evaluating potential alternatives. We anticipate this effort lasting 8 weeks.
- We anticipate the *Exploration Phase* Open House at the end of July at a Village coordinated location.
- Based on feedback and information gathered to this point, we will proceed with creating a draft of the stormwater management study for review and discussion with the Village.
- We anticipate sharing final recommendations in August (*Vision Phase* Open House).
- We anticipate final presentation to Village Council at its meeting scheduled for September 3, 2024.
- We will finalize the stormwater management study and submit to the Village on September 20, 2024.

Project Schedule			
	Task	Duration	Date
	Notice to Proceed	1 day	March 5, 2024
1	Kickoff Meeting	1 week	Week of March 11, 2024
2	Data Gathering	1 month	March to April 2024
4, 5, 6	Existing Conditions, Modeling, and Prior Recommendations		April and May 2024
4	Study Meeting – Discuss Existing Model and Conversion		Week of April 15, 2024
5	Study Meeting – Discuss Flood Risk Areas and Modeling Updates		Week of May 6, 2024
6	Study Meeting – Discuss Findings and Awareness Phase		Week of May 20, 2024
7	Coordination With Stakeholders		Week of May 20, 2024
8	Awareness Phase Public Open House		Week of June 3, 2024
9, 10, 11	Develop Alternatives, Regulatory Framework, and Funding		June and July 2024
9	Study Meeting– Discuss Alternatives Review and Exploration Phase		Week of July 8, 2024
8	Exploration Phase Public Open House		Week of July 22, 2024
12	Draft Stormwater Management Study to Village for Review		August 5, 2024
9	Study Meeting - Discuss Vision Phase		Week of August 12, 2024
12	Vision Phase Public Open House		Week of August 19, 2024
12	Village Council Presentation		September 3, 2024
12	Final Stormwater Management Study Issued		September 20, 2024



D. Budget

Our proposed fee is provided in a separated sealed envelope enclosed with this proposal. The budget estimate was based on our assumptions regarding the expected scope of work. We are flexible, and we look forward to the opportunity to further define the scope of work and refine our budget to meet the Village's expectations. We recognize the importance of this project and will work with Village staff to define a scope and associated engineering fee that meets the Village's expectations.



B. Approach to Project

Project Understanding

Our team has been working with the Village of Winnetka since 2015, helping address stormwater management issues in the Skokie River watershed on the west and southwest side of the village. From this experience, we have developed a unique understanding of the impacts that even moderate storms can have on the village. And even though the village has not recently experienced significant flooding and damages like it did in 2008, 2011, and 2013, there is continual concern that the next big rain will bring disaster. The Village has made huge advances to provide significant storm and flood protection but recognizes the need to better understand and provide the same levels of protection for eastern Winnetka in the Lake Michigan watershed.

The Village's stated goal for studying eastern Winnetka is twofold – reduce stormwater flooding and improve water quality to the highly treasured lakefront area. The RFP calls for an evaluation of the prior Lake Michigan watershed studies, confirmation of the prior recommendations and costs, and evaluation of alternative solutions to meet the stated goal so as to identify a stormwater management program that delivers sustainable, effective, and responsible stormwater-related improvements.

Similar to the focus and direction we took in studying the Skokie River watershed, we intend to pursue a holistic approach that strives to understand the historical character of the watershed and identify the source of the stormwater issues facing the Lake Michigan watershed so we address not only the symptoms but the root causes of storm impacts in Winnetka. We will work to give the Village confidence that it has considered each angle, called on each of its partners, and leveraged its resources to promote a flood reduction, stormwater management, and water quality improvement program that can be supported by the residents of the village.

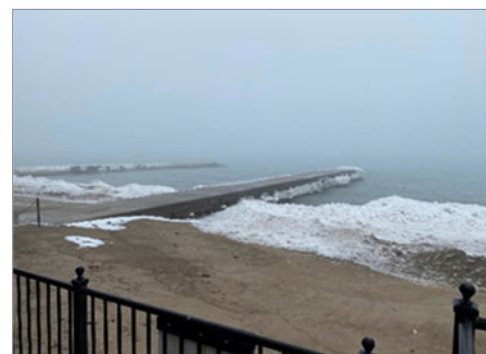
In developing this proposal, we spent time visiting and studying the Lake Michigan watershed and have developed the following understanding.

The Village recognizes four sub-watersheds making up the Lake Michigan watershed illustrated on the following four figures. Within each of these sub-watersheds are various stormwater management and water quality issues as well as potential opportunities for addressing these issues.

- **Elder Lane Area Sub-Watershed** – This sub-watershed, shown in *Figure 1*, seems to be the most problematic of the watersheds with the bulk of the flooding issues as well as water quality issues. The village experiences flooding at the railroad underpasses, which is typical for these types of structures, and at other isolated locations like Fuller Lane. The outfall for this watershed discharges at Elder Park Beach, a very popular beach, making this outfall a significant water quality concern.



Fuller Lane flooding April 18, 2013.



Elder Lane Park/Beach outfall.

Our initial observations indicate that additional storm sewer and increased pipe sizes, along with local grading modifications, might protect the Sunset Road pedestrian underpass from sewer surcharging and overland runoff from the parking lot. However, increasing pipe sizes will direct more runoff towards the Winnetka Avenue underpass, potentially exacerbating the flooding at that location. Opportunities to reduce runoff or capture excess runoff in commercial and residential districts west of the railroad are in short supply. A potential partnership with Metra to locate storage at the Indian Hill Metra station could be negotiated but the effectiveness of this option and the agreement parameters will need to be carefully assessed.



Indian Hill Metra parking lot.

Prior recommendations for this sub-watershed called for increasing pipe sizes and stormwater flow towards the outfall. We are concerned those increases will raise scrutiny and objections from the regulatory agencies. And prior recommendations to provide water quality treatment at the downstream end of the system are unreasonable. We have shown through our prior work with the Village implementing underground storage at Duke Childs and Little Duke fields that there is a viable option to tackle both flooding and water quality in a single project. The success of that project can be duplicated in this sub-watershed in a similar partnership with New Trier High School, who owns much of the open space in this sub-watershed. A similar design would provide significant pollutant capture in the underground storage and control flow rates to an appropriately sized water quality separator. This has the potential to maintain current pipe sizing and discharge rates, gaining public and regulatory support.

Other alternatives to consider for this sub-watershed include redirecting portions of the system to other locations such as the existing Willow Road trunk sewer. This existing outfall may have residual capacity to take portions of the Elder Area storm sewer, which in turn could reduce hydraulic pressure in the system and the magnitude of improvements elsewhere in the sub-watershed. And, of course, through these evaluations, we will continue to assist the Village in discussions with the Winnetka Park District regarding the location and nature of the Elder Park/Beach outfall to find a ‘win-win’ improvement.



Winnetka Avenue underpass.

- **Elm Street and Willow Road Area Sub-Watershed** – This sub-watershed, shown in *Figure 2*, experiences significant flooding issues along Sheridan Road between Ash Street and Elm Street, mainly centered around Oak Street, which is a low point in Sheridan Road, and Cherry Street, which is one of two outfalls in this sub-watershed. Review of the Village GIS indicates a large majority of the sub-watershed is tributary to this outfall, which, according to Village GIS, reduces from a 36-inch-diameter sewer to a 20-inch-diameter sewer at Lake Michigan. Although there is significant slope from Sheridan Road down to the lake, this smaller pipe restriction may be a root cause of the flooding, but other indicators will be evaluated too.

This sub-watershed area also includes the Willow Road outfall. It appears this outfall does not pick up much, if any, local drainage but serves the railroad right of way. While prior recommendations do not indicate use of the Willow Road trunk sewer, we anticipate this sewer and outfall being a significant resource when addressing flooding issues in the rest of the sub-watershed.



Prior recommendations suggest replacing the Cherry Street outfall with a 72-inch sewer. We are concerned that this is not a viable option because the existing easement is narrow and the homes along this public beach access corridor are only about 25 feet apart. Additionally, we believe there may be other, more creative alternatives, like rerouting upstream tributaries to the Elm Street or Willow Road outfalls, both of which have a wide right of way and open path to the lake. Another potential option is an overland flow vaulted walkway at the Cherry Street beach access from Sheridan Road to the beach.



Cherry Street outfall is a potential location for a vaulted walkway.

Unfortunately, the open space areas in the sub-watershed, including Village Green Park and Station Park, do not pose great opportunities. Both are at the upstream ends of the storm sewer system and do not yield significant benefits for stormwater control nor for water quality improvements. However, Dwyer Park might provide benefits on the west side of the railroad, primarily for water quality, and would be considered similar to other small pocket parks, as discussed with the Spruce Street Area Sub-Watershed.

- **Spruce Street Area Sub-Watershed** – This sub-watershed, shown in *Figure 3*, experiences roadway flooding at Maple Street and Sheridan Road, making Sheridan Road impassable. There are also locations of concentrated overland flow that do not appear to cause flooding but could result in surface damage. This sub-watershed also poses significant water quality concerns with one of its two outfalls at Lloyd Park/Boat Launch, another popular beach location. Previous recommendations suggested pipe size increases at Lloyd Park/Boat Launch, which, as noted above, could raise regulatory concerns as well as public concerns of increased pollution to the beach. Review of the Village's GIS indicates the two outfalls are interconnected by the storm sewer system, which could open opportunities to redistribute flows and potentially utilize upstream open spaces for relief.



Lloyd Park/Boat Launch outfall.

In particular, Sheridan Park and Maple Street Park are both adjacent to the flooding area and might pose an opportunity for sewer surcharge storage. But these types of neighborhood parks may, more importantly, provide a location for water quality improvements. The previous recommendations for water quality improvements in the four sub-watersheds put water quality treatment at the downstream end of the



Neighborhood parks like Maple Park and Hubbard Woods Park and Village right-of-way like Sunset Road provide opportunities for placement of green and grey water quality features and facilities.



storm sewer system just prior to the outfalls. As noted in our discussion of the Elder Lane Area, these recommendations are unreasonable because standard water quality facilities cannot handle the rate of flow produced by the entire watershed. These recommendations would most likely require implementation of mechanical treatment facilities, which translates to higher cost and operation and maintenance burdens to the Village. Our depth of experience with both green and grey infrastructure brings an understanding of flow capacity capabilities and how localized water quality improvements can be implemented across the tributary area to provide improved water quality at the outfalls. Taking this tack opens opportunities for use of Village-owned right of way and the limited public lands in each of the watersheds. Smaller pocket parks and boulevards in some of the sub-watersheds that may not be appropriate for water quantity improvements could be used for water quality improvements.

- **Hubbard Woods Area Sub-Watershed** – This sub-watershed is illustrated in *Figure 4* and includes a significant portion of the Village of Glencoe. This sub-watershed experiences roadway flooding of Sheridan Road where the roadway descends to the bottom of a beautiful ravine. From driving this roadway, it is not hard to envision how the roadway can become a rushing river from both the north and the south, with embankment walls rising steeply on both sides of the road. While there is a storm system along the road, significant rainfalls can easily overwhelm and bypass the inlets and joining a significant overland flow tributary area in the ravine that originates along the western boundary of this sub-watershed. The majority of this watershed flows to this low point in Sheridan Road and discharges to the Sheridan Road Ravine outfall to Lake Michigan.



Sheridan Road Ravine outfall.

Previous recommendations focus on control of surface runoff on Sheridan Road at the bottom of the ravine through regrading or high-capacity inlets. These seem to be reasonable recommendations, but we also want to evaluate the upstream ravine contribution to determine how it impacts the existing conveyance system, whether it overtops and contributes to flooding on Sheridan Road, or whether the culvert that captures the ravine runoff could be modified to take pressure off the downstream system.

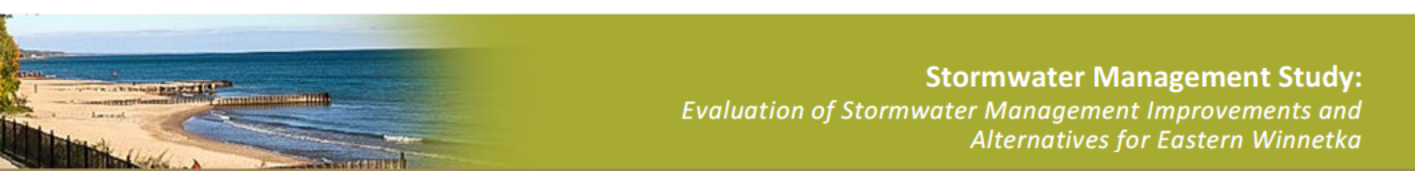


We also recall looking to assist the Village in 2016 with a ravine stabilization project from Fisher Lane to Sheridan Road. It appears this issue has been addressed, but we anticipate further evaluation of the other ravine segments will be warranted under this study in addition to evaluating potential water quality improvements and potential energy dissipation at the beach outfall.



Ravine from Old Green Bay Road and the culvert under Sheridan Road.

This sub-watershed has another outfall at the rear of 915 Sheridan Road, however, this outfall appears to be at the upstream end of the storm system tributary to the Spruce Street Area Sub-Watershed. The topography in the area of this outfall does not appear to lend itself to addressing flooding issues, but it will be a system that could benefit from water quality improvements prior to discharging to the beach.



Based on our understanding of this project, we have identified the following potential obstacles to success and our plan to tackle these obstacles.

Potential Obstacle to Success	Plan to Overcome Obstacle
Availability of Land for Stormwater Management	Open Dialogue Focused on Property Owner Goals – an open dialogue starts with recognizing the property owner’s expectations and objectives for the use of their property. Our project team, through prior projects, has strong relationships and experience with the Winnetka Park District and School Districts. Our approach emphasizes building on these relationships and understanding their particular property goals and showing how the Village’s stormwater management solutions are in line with those goals and their benefit.
Physical Conditions, Topography, Base Flood Elevations	Watershed Evaluation Process – our approach expands stormwater evaluation of specific flooding to a broader watershed evaluation and consideration of holistic alternatives. This bigger picture evaluation process uses all potential tools to overcome the individual physical constraints of the study area and was one of the primary reasons for success on the west and southwest side of the village.
Water Quality Concerns	Implementation of Sustainable Green Infrastructure – our understanding of the applications, benefits, and the limitation of various water quality improvements supports our focus to implement best management practices that effectively provide proven water quality benefits. Whether the solution is grey or green infrastructure, support of the final project plan by jurisdictional agencies and the general public will only be achieved if water quality improvements can be assured.
Cost	Cost-Benefit Evaluations – the desired goal in Winnetka has been to provide protection up to the 100-year frequency storm event but, like all goals, it needs to be balanced with cost. It will be important for us to provide the Village with a comprehensive cost-benefit evaluation that tracks project costs relative to level of protection, giving the Village a perspective from which to determine its most cost-effective plan of attack.
Public Expectations	Clearly Define Success – the foundation of our study will be establishing, through our communications, reports, and presentations, the expectations of a successful project. This includes clarifying that not all viable alternatives will be popular. But the success of this study and the resulting plan is in building confidence that all solutions have been considered and solid decision making has been achieved.
Public Education	A Robust Public Participation Program – a significant reason for the Village’s success in adopting a plan for west and southwest Winnetka was the public outreach and public education effort. Too much emphasis cannot be placed on the Public Participation Program. Our program does not just focus on speaking and listening, but on establishing understanding. The technical aspects of stormwater management are complicated and confusing. We have proven our ability to present complex aspects through various tools and visuals that make concepts understandable, relatable, and supportable.



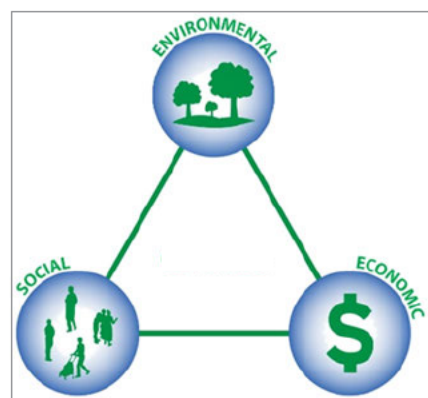
Project Approach

We have extensive regional stormwater master planning experience and understand how stormwater management opportunities and strategies identified are unique to each community and differ considerably. Through our efforts, we have consistently achieved impactful, cost-effective, and implementable stormwater management programs for clients. In each community, we have successfully achieved project objectives similar to those described in the Village of Winnetka Stormwater Management Study RFP.

The Village is aware of our unique watershed-based approach that places a heavy emphasis on establishing a strong planning foundation, which we believe is critical to the success of any stormwater management program. Proper planning helps to make sure that the selected projects:

- Are cost-effective and feasible.
- Integrate a comprehensive evaluation of innovative sustainable and traditional solutions.
- Encourage community partnerships and benefits.
- Represent a cohesive watershed-based plan.

Our watershed-based approach results in a solution matrix that is community specific and reflects the important relationships among natural systems, the environment, infrastructure (sewers, transportation, parks and open space), the economy, and the community. Our approach is intended to consider integration of stormwater and flood control solutions and water quality improvements into the broader vision for the community as a whole. This means that our approach typically provides tremendous added value to communities by providing tangible and visible amenities beyond just stormwater-related improvements. In many cases, stormwater management projects mean investing millions of dollars into enhancing infrastructure, and one of our goals is to make sure that the result of that investment is as meaningful as possible to the rate payers.



A multi-faceted evaluation is critical.

Our watershed evaluation process also employs a ‘business case’ evaluation in which we compare costs and benefits of various solutions to better understand the value and merits of various alternatives. We place a great deal of emphasis on development of detailed graphical concepts and renderings to clearly convey the design intent and desired aesthetic of each proposed alternative to help the community and decision makers visualize each potential solution. Our proposed solutions often involve multiple elements and typically represent a mix of traditional gray engineering and ‘green infrastructure’ solutions.

We have reviewed the general scope of work provided by the Village in the RFP and believe that these 12 tasks align well with our planning and evaluation approach for stormwater management and will allow us to accomplish the Village of Winnetka’s goals and objectives. We have outlined our general approach to each of these 12 tasks as follows.

Task 1 – Project Kickoff Meeting

As outlined by the Village, we will be prepared to conduct a kickoff meeting within 7 days of the notice to proceed. However, we also see value and efficiency in allowing our team to work into Task 2 before having this kickoff meeting. This will enable us to come with a deeper understanding of the tools available or still needed to perform the study.



Either way, this kickoff meeting will be used to establish schedules, roles, responsibilities, milestones, communication plans and general project management guidelines. As discussed in our *Project Team* section, we are approaching project management and leadership of our team in a unique way to serve Winnetka as effectively as possible with the best technical experts in our firm. Accordingly, Mike Waldron (project manager), Mark Shubak (stormwater management expert), John Lyons (stormwater planning expert), and Mike Williams (stormwater modeling expert) will all be present at the project kickoff meeting. We believe in establishing and maintaining strong lines of communication with the Village, key stakeholders, the public, and the various team members will be the key to a successful project, starting with an effective kickoff meeting.

Task 2– Data Gathering

Our approach recommends breaking the data gathering phase into three key steps: (1) review of available information, (2) review of existing XPSWMM modeling, and (3) comprehensive inventory and analysis. These steps are described as follows.

2.1 Review of Available Information

Our team will continue to review available relevant information, including previous drainage studies and reports, existing GIS data, and flood damage surveys. Our team will develop a strong understanding of all the background information and previously explored alternatives to ensure that we are able to move this study forward quickly and in a manner that will minimize inefficiencies.

We have already built a foundation for this data review by analyzing the information gathered for the Lake Michigan watershed and have started review of existing GIS mapping.

From our review, we have noted an important task in verifying the existing village storm system mapping and verifying sub-watershed boundaries and tributaries. For example;

- The GIS mapping for the Elm Street Area and the Hubbard Woods Area west of the railroad do not show a connection to their watersheds.
- There are some inconsistencies in pipe sizing and routing between GIS, mapping, and prior studies that will need to be correlated to actual conditions.
- Some watershed boundaries shown in the RFP exhibits do not agree with the GIS mapping.
- The Hubbard Woods sub-watershed extends far beyond the Winnetka boundaries. We will need to call on our long-time relationship working with the Village of Glencoe to gather their mapping and evaluations to include in this portion of the sub-watershed in our study.
- We have already started identifying key points in each of the sub-watershed sewer systems where potential extensions or interconnections with other systems could be beneficial. Field investigations to verify piping, rims, and inverts will be critical to building a reliable model, as discussed further below.

2.2 Review of Existing XPSWMM Model

A thorough review of the existing XPSWMM model will be crucial to this project. The model is the foundation upon which the existing conditions will be confirmed and understood and upon which further modeling will be informed. An inaccurate or un-calibrated model could result in improperly identifying and sizing alternatives, which could potentially add unnecessary costs to the project. This review will lead to a critically important discussion and decision with the Village – determination of the desired modeling platform to ultimately support the overall study.



XPSWMM 2D modeling results.



Our team of expert modelers is the same team currently managing the Village's west and southwest watershed model, which is an XPSWMM 2D model. Unfortunately, this modeling platform is no longer supported by its developer and will eventually become obsolete. We believe the decision comes down to either using XPSWMM 2D, a model that it tried and true and consistent with other Village modeling and which will be useful through the life of this study and possibly project implementation, or pivoting to a new model that will continue to be technically supported beyond project implementation. Either way, the modeling implemented must provide the 2D platform and will utilize available Cook County LIDAR topographic data to accurately reflect flood storage volumes in the model and clearly define overland flood routes. Furthermore, the chosen model will need to provide graphical output that clearly portrays flooding extents and depths and is easy to understand for communicating stormwater results to Village representatives, stakeholders, and the general public.

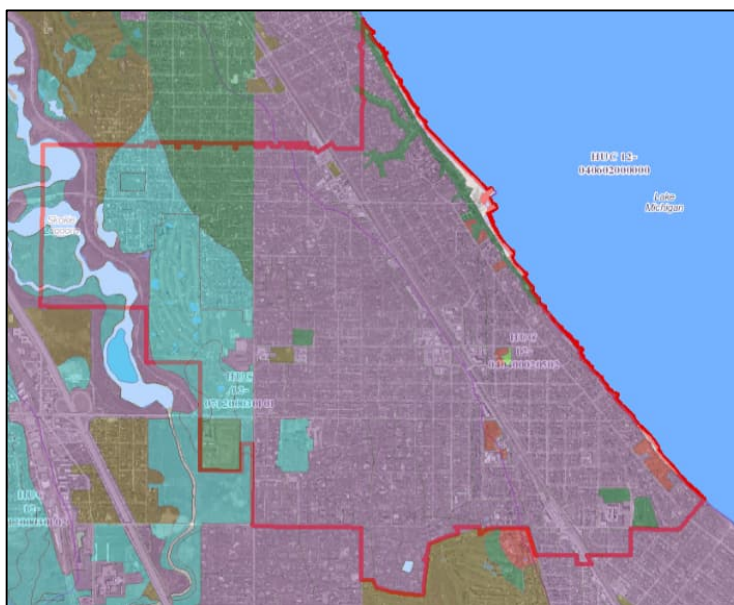
2.3 Comprehensive Inventory and Analysis

As part of this task, we will perform a comprehensive inventory and analysis phase to look at the assets, character, history, and opportunities that exist in the Lake Michigan watershed, more comprehensively. The inventory and analysis will primarily use GIS, limited field investigations, existing community plans, and input from Village staff and stakeholders. The information and the opinions and viewpoints provided by Village staff will be instrumental in driving the direction of the proposed alternatives. As part of our inventory and analysis, our team will focus on the following key data categories:

- Natural systems
- Built systems
- Community character
- Policy issues
- Existing and planned projects
- Stakeholders

A description of what we evaluate in each of these categories is provided below.

- **Natural Systems** – Natural systems include, but are not limited to, topography, hydrology, soils and geology, and tree canopy. An assessment of these systems will help our team identify opportunities and constraints for a range of stormwater management alternatives. Understanding how natural systems worked before being altered by development can lend insight into how sustainable solutions could be implemented

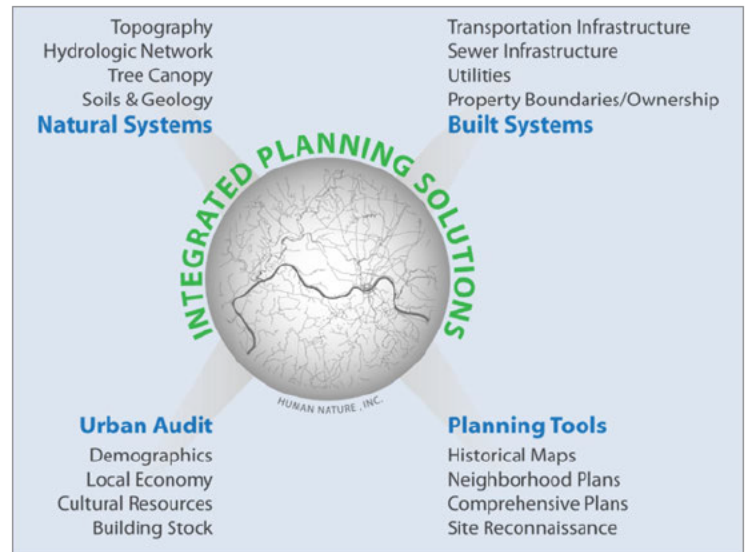


Example Natural Systems Mapping for the Village of Winnetka – Hydrologic Soil Groups (above left), Surficial Geology (above right).



to solve current problems. The example maps show the known hydrologic soil groups throughout the village, and the surficial geology of the area.

- **Built Systems** – While built systems are essential to the quality of life in urban areas, they have influenced the natural function of landscapes and watersheds. These systems include land use and land cover types, impervious surfaces, and infrastructure (e.g., sewer, transportation, and other utilities). A detailed review of land use will result in identification of potential parcels for placement of stormwater controls. A region's transportation corridors also provide valuable opportunities for integrated stormwater management within the right of way. Our team will investigate arterials and local streets, public transit routes, pedestrian circulation, sidewalk connectivity, and recreation routes to determine if stormwater management opportunities exist. We will also conduct a detailed review of existing impervious surfaces to identify appropriate strategies for integrated stormwater management. Our team will also develop a detailed understanding of the existing storm sewer infrastructure to allow proposed management strategies to capitalize on existing assets.
- **Community Character** – As communities develop over time, they often create unique patterns of development. We want to understand the unique character so that the proposed solutions can honor the character of Winnetka. Therefore, an integral component of the watershed inventory and analysis is an understanding of past development patterns. Mapping changes in topography, land use, and development over time can indicate the location of historical wetlands and streams, former agricultural lands, and sensitive landscape features that have been lost. This information can be useful in development of creative and comprehensive stormwater solutions. Property lines, property ownership, and the shape, pattern, and size of parcels are key factors in the appearance of the built environment. During this task, we will investigate general parcel data as well.
- **Policy Issues** – Using a combination of traditional engineering techniques and sustainable technologies for stormwater control requires a comprehensive understanding of existing policies and regulations that may affect the types of strategies that can be employed throughout the village. Our team will consider zoning and municipal codes, subdivision regulations, and stormwater management regulations to identify opportunities and hindrances to the implementation of green infrastructure.
- **Existing and Planned Projects** – A thorough analysis of the village will include identification of all infrastructure projects or improvements that are existing or planned within and around the area. These plans may present opportunities to integrate infrastructure improvements or to engage additional stakeholders in the planning and implementation processes. Projects can include transportation infrastructure projects (e.g., highway improvements, street improvements), utility projects (e.g., sewer, water, electricity), housing, commercial, and/or business developments, park planning, school expansions, comprehensive plans, strategies plans, and neighborhood-specific zoning changes or amendments.



Our detailed inventory and analysis lead to community specific solutions.



- **Stakeholders** – As we found in developing the *West and Southwest Winnetka Stormwater Management Alternatives Study*, engagement of stakeholder is critical to project success. Numerous public agencies in and adjacent to the village may have plans to invest significant amounts of money over the next decade in construction and upgrade of public infrastructure, including, but not limited to, streets, schools, parks, and rail transit. For instance, the New Trier High School District recently completed its East Side Academic and Athletic Project and may be looking for ways to partner on further campus improvements. Each public project represents an opportunity to leverage infrastructure investment, whether it be gray, green, or a combination of the two. The team will work closely with Village staff to identify and communicate with relevant stakeholders.

Conducting a comprehensive inventory and analysis will allow our team to look at the Village's stormwater management challenge from a fresh perspective. An extensive inventory and analysis will set the stage for our team to think outside the box and consider new and creative solutions to Winnetka's flooding and water quality problems. This step is a key component of our watershed planning and evaluation process to ensure a solution based on community specific conditions.

Task 3 – Progress Reporting

As requested in the RFP scope of work, our team will provide weekly written progress updates for Village staff and monthly written progress updates for the Village Council. These frequent written communications between our project team and the Village will keep everyone updated on the project status. Our progress reports will be comprehensive yet concise to convey updates clearly and effectively. We can also provide weekly posts for the Village website, as we do for our current projects with Winnetka. Additionally, our Project Manager will continue to attend weekly virtual meetings with Village staff and elected officials and, as always, be available to attend Council meetings to answer questions and assist staff with monthly and quarterly stormwater reporting.

Task 4 – Evaluate/Confirm and Update Existing Hydrologic and Hydraulic Modeling

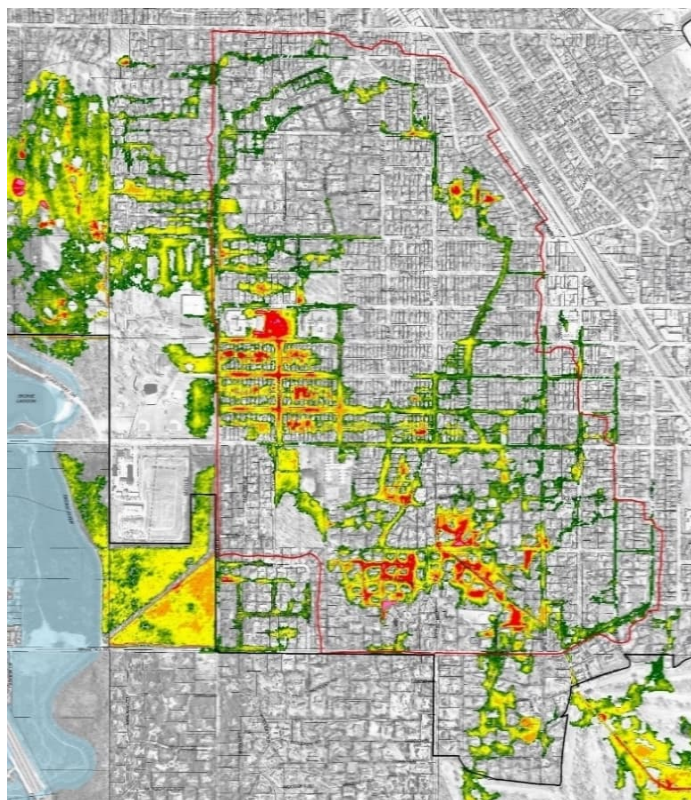
Accurate modeling is critical to the development of realistic, appropriate, and feasible stormwater management solutions. As part of this effort, our team will evaluate, review, update and verify the existing model to be used in evaluating existing conditions. Our team plans to leverage the Village's existing model to the greatest extent possible and will complete the following as part of our model analysis and update:

- **Existing Network Review** – Review the existing infrastructure represented within the model with current GIS information, field checks of critical structures or locations, and input from Village staff on how the system functions.
- **Runoff Data Review** – Review and update the model to verify runoff data is based on the most up to date development, topographic, imperviousness, soils, and seasonal groundwater variability information available. We assume the existing model was based on Bulletin 70 rainfall data, so we will update the model with Bulletin 75 data. Additionally, our modelers will review historic rainfall data (depending on availability) to confirm average conditions and to understand the larger events impacting the village.
- **Calibration** – Based on updates made to the model from the network and runoff data review, we will calibrate the revised model to assess the existing conditions within the village along with the proposed stormwater improvements. We will work with Village Staff to determine the most appropriate historic storm event and measured high water elevations during that storm to which to calibrate the model.
- **Model Conversion** – Similar to the west and southwest study, we assume the existing model is 1D. We will convert the model to 2D and, as discussed above, will have an informed discussion with the Village to determine what modeling platform to use moving forward with the study.

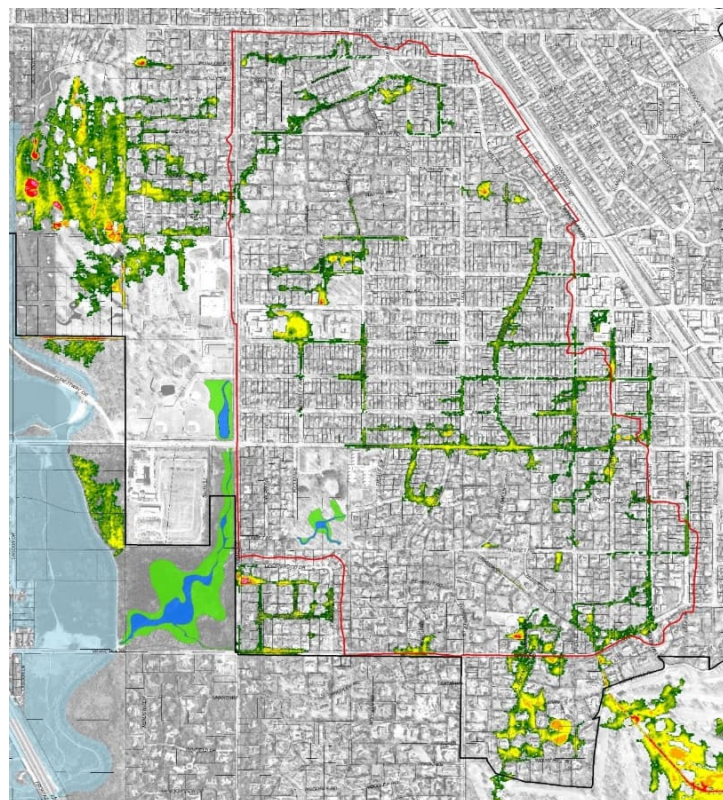


Task 5 – Model/Verify Existing Conditions and Existing Flooding Locations

The Village will recall the following graphic that represents the modeling completed by us for the West and Southwest Winnetka watershed to demonstrate the extent of flooding occurring in this watershed under existing conditions, and after the implementation of our proposed stormwater management improvements. This type of graphical modeling output helps convey extent and depth of flooding before and after implementation of proposed solutions. More importantly, this type of graphical modeling will be important for confirming the anticipated flooding extents for various recent storm events with Village staff and with the general public for proper calibration of the model.



Existing conditions, 100-year storm.



Proposed conditions, 100-year storm.

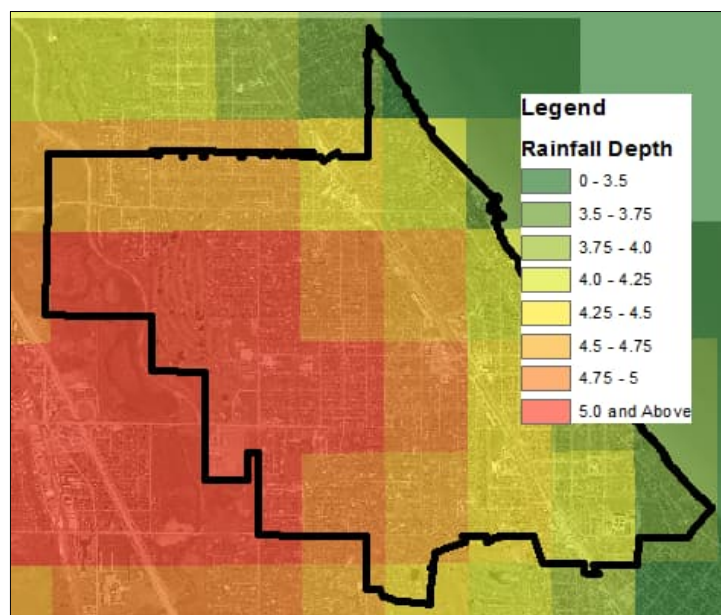
While hydraulic modeling is a powerful toolset, the effectiveness of the solutions are only as good as the accuracy of the models. Our experience, training, and software will provide the Village with a skilled modeling partner to verify the existing model and flooding extents. Flood extent maps derived from our efforts assist in confirming accurate existing conditions.

Our proposed calibration methodology provides the Village with a high level of confidence that the model reflects what is actually occurring. The calibration step also ensures that the selected flood mitigation alternatives are appropriately sized to meet the various design requirements the Village has developed. Our calibration method will incorporate soil moisture conditions, historic rainfall measurements and Next Generation Radar Data (NEXRAD), water elevations in the Skokie River, and known high-water elevations from prior flood conditions. Using NEXRAD data enables us to properly reflect the variation in rainfall amounts and intensities across the village's watersheds. This step will either confirm the appropriateness of utilizing rain gage data for calibration purposes or highlight the need to use a spatially distributed rainfall approach. To demonstrate the importance of reviewing radar data for specific storm events, the following figure shows Radar Imagery acquired from the National Climatic Data Center for the Village of Winnetka during the



July 2011 rain event and the extreme variability in spatial distribution of rainfall – some areas of the village received more than 5 inches of rain, while others received less than 3.5 inches. This color range shows the potential for variable rainfall across a community and how only using gauge data can produce inaccurate models.

The ultimate test of a calibrated hydrologic and hydraulic model is to compare the modeling results to an actual storm event with flood mitigation improvements in place. This confirms a high-level of confidence in the model and confidence that the constructed design is performing as planned. This validation of the model assures concerned residents that our planning is sound and projects are performing as promised. Our detailed approach to verifying the existing conditions of Winnetka's stormwater model will result in an accurate model that will provide confidence in the alternatives analysis phase.



Radar imagery of the July 2011 event over Winnetka.

At the conclusion of the model calibration, our team will produce maps visually showing flooding extents, along with tables of affected properties for various rainfall events.

Task 6 – Review Prior Proposed Improvements

As noted in our *Project Understanding* discussion, our team has already started review of prior proposed improvements and identified issues to be further evaluated. We will continue our thorough re-evaluation of all previously proposed alternatives within the Lake Michigan watershed and will consider a variety of factors in our assessment, including:

- Feasibility and constructability
- Sizing of proposed controls
- Volume of stormwater to be controlled
- Potential obstacles/challenges
- Net reduction in property flooding

At the conclusion of our review, our team will provide a recommendation for those previously recommended solutions we believe merit additional consideration as viable alternatives.

Task 7 – Coordination with Park District and School Districts

Our process places a very strong emphasis on exploring potential partnerships and collaborative opportunities with watershed stakeholders. In the case of the Lake Michigan watershed, potential stakeholders include the following public agencies that own land within the watershed:

- Winnetka Park District
- Winnetka School District
- New Trier High School District
- Metra Metropolitan Rail

Our team brings significant experience and established relationships with all these entities, including Metra, with which we have completed numerous railroad right-of-way perpendicular and parallel public infrastructure improvement projects. Our team will engage these key public agencies to discuss their goals and objectives for



use of their open spaces and facilities and discuss how their intentions may integrate with the goals and objectives of the Village's stormwater management efforts. We anticipate two formal engagements with these agencies, one during the *Awareness* phase of the study and a second during the *Exploration* phase of the study, as discussed further in Task 8. As we have done before, we will endeavor to identify potential opportunities for all entities and recognize potential limitations for managing stormwater in those areas.

Task 8 – Public Participation

A stormwater management study is a significant investment not only in sewer infrastructure, but also in the built environment in the Village of Winnetka. An extensive public participation effort will be directed towards a comprehensive group of stakeholders. This coordination will provide an opportunity to gain valuable input from the community and to merge their needs/desires/opportunities with the Village's stormwater-related objectives. We believe that the more people are involved throughout the planning and design processes, the more accepting they are of the outcomes and likely to understand the need, support the alternatives, and be willing to support funding for the projects.

We recommend a minimum of two public open houses to help engage the public during the inventory and planning process. While we would tailor this approach with the Village's expectations, our recommendation is as follows:

- An initial public meeting during what we call the *Awareness Phase*, where we will illustrate and explain existing conditions, educate on the root causes of the stormwater issues, and explain the need for some type of remediation measures. This is also a time to set goals and a clear understanding between the Village and the citizens as to the intent and expectations of the stormwater study. At each meeting we will solicit and record all comments and input, which will inform the next phase of work.
- At the second meeting, during what we call the *Exploration Phase*, we will review the input recorded from the first meeting and let citizens know that we heard them. We will then present the varying alternatives that strive to meet the goals of the project. We often present a spectrum of concepts that have varying degrees of impact or cost. Again, we will solicit input on each alternative, which in turn will inform the next phase.

Our team will work with Village staff to further develop the preferred approach for each public open house. In addition to approach, it is important for us to become familiar with the Village's expectations on the level of planning, coordination, and graphic design support. Depending on the complexity of alternatives, the *Exploration Phase* may require more than one meeting. After the *Exploration* meeting(s), we will synthesize the alternatives to the recommended alternatives that to be further developed and presented in the *Vision Phase* under Task 12.



Example of a graphic display created by our teammate Human Nature to illustrate a potential Hibbard Forest Preserve Improvement.



For each meeting, we will prepare two types of materials: visually-compelling graphic content materials (e.g., graphic displays, maps, concept plans, and other presentation support materials such as 3-dimensional renderings and sample images) to illustrate and communicate effectively to open house participants; and open house facilitation materials (e.g., advertisements/notification letters; PowerPoint presentations, comment cards, questionnaires, and summaries) to gather and document feedback from attendees at each open house.



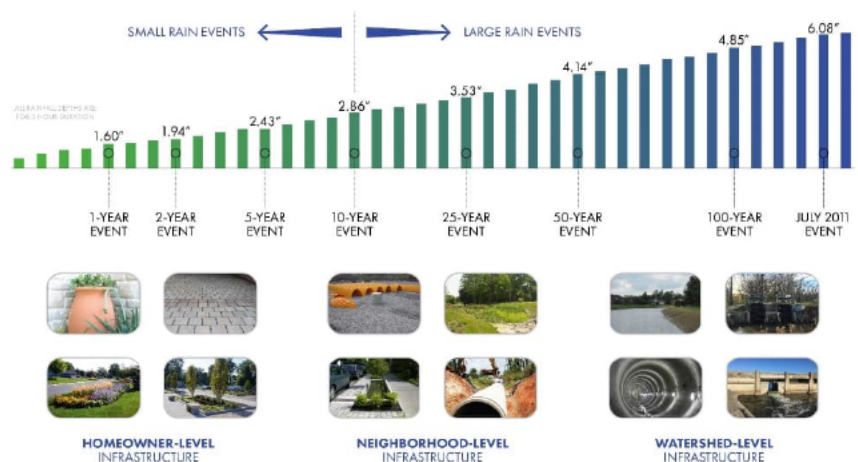
Examples of feedback summary graphics from public input meetings.

We are also aware that not all concerned residents are willing or able to attend public gatherings or are uncomfortable sharing their opinions in public. For this reason, we propose to work with the Village to develop a link on the Village's website allowing people to freely review presentation graphics and reports and provide feedback as they are comfortable. After each public open house, we will coordinate with Village staff on summarizing meeting outcomes and feedback provided by attendees and on integrating feedback into the design of infrastructure improvements.

Task 9 – Develop Alternatives

Based on our comprehensive review of existing information and the previously proposed stormwater improvements, our team will work collaboratively with Village staff to identify alternative flood mitigation measures. We will evaluate the feasibility and cost effectiveness of each alternative based on cost, performance, and long-term maintenance. While our focus will be on the identification of alternatives that will reduce the flooding within the Lake Michigan watershed, we propose to evaluate locations and alternative controls outside of the delineated study areas that, in turn, can have a direct benefit on the study area.

Our team will explore the full spectrum of potential stormwater management solutions, including many traditional stormwater management controls similar to those previously evaluated, but we are proposing to also evaluate a selection of more innovative and creative solutions that may not have been previously considered. We recognize that all these potential solutions will need to be evaluated in detail to determine the viability of each potential alternative, as well as the costs and implications, but we believe that the Village should ‘leave no stone unturned’ when considering potential stormwater



Graphics that explain magnitude and limitations of potential alternatives.



control solutions. Some of the more ‘traditional’ stormwater controls that may be considered, include the following:

- Wet detention/retention
- Dry detention
- Underground storage
- Pump/lift stations
- Surface/Roadway Storage
- Maximizing Use of Existing Infrastructure
- Storm sewer upgrades
- Tunneling

Our evaluation of all these stormwater controls will take into account standard engineering design considerations such as construction cost, available land space, property ownership, topographic feasibility, maintenance costs, environmental obstacles, and geotechnical conditions.

While all the traditional solutions have merit and are worth considering, we will also explore a variety of more innovative stormwater controls, as follows:

- Enhancement of Surface Drainage
- Watershed Based Green Infrastructure
- Managing Hydraulic Conditions Between Storm Sewer Systems
- Roadway Cul-du-sac and Green Storage
- Stormwater Management Within the Right of Way
- First Flush Detention and Treatment
- Collaboration with Entities Outside of the Village Limits
- Curb Bumpouts and Parkway Modifications

Task 10 – Regulatory Framework

As we found in the west and southwest Winnetka study, identifying and early engagement of regulatory agencies is critical to determining the viability of stormwater improvements, especially where they entail changes to existing outfalls and impacts to the Lake Michigan bluffs and lakeshore. We have established strong relationships with those regulatory agencies we anticipate will be interested in the improvements, such as US Army Corps of Engineer, Illinois Department of Natural Resources, and Illinois Environmental Protection Agency. Our approach includes sharing and discussing with these agencies the alternatives being considered so to understand any hesitation, objections, or expectations they may have regarding the Village’s desired stormwater management program in the Lake Michigan watershed.

Task 11 – Funding Sources

An additional service that we provide is grant writing support. We have previously assisted the Village with several grant applications, including **“the best application we have ever seen”** as reported by our representative at Illinois Emergency Management Agency regarding our *Building Resilient Infrastructure and Communities* (BRIC) grant application for the *Crow Island Storage and Conveyance Project*. And although we were not successful in obtaining this grant, we believe we have well positioned the Village to eventually get selected for this grant.

In recent years, we have helped municipalities procure more than \$79 million in grants for various flood mitigation projects through our engineering work or our grant writing services. Flood mitigation components considered as part of this study will have varying levels of ‘fit’ with grant funding programs. We will discuss each of the grant programs and their application deadlines with the Village for the various components. Having considerable experience preparing applications and obtaining grant dollars from the programs below, we are well suited to assist the Village in obtaining grant funding. In recent years, we have successfully assisted clients in procuring the following stormwater grants.



Stormwater Grant Experience	
Grant Type	Total Grant Amount
FEMA-BRIC Capability and Capacity Building Grant	\$1,330,875
Lake Planning and Management Grants	\$127,500
Municipal Flood Control Grants	\$3,108,900
Targeted Runoff Management Grants (WDNR)	\$150,000
Urban Nonpoint Source and Stormwater Construction Grants, (WDNR)	\$3,410,863
Urban Nonpoint Source and Stormwater Planning Grants	\$3,197,700
Wisconsin Hazard Mitigation Grant (FEMA)	\$350,500
Urban Water Quality Grant	\$1,213,100
Economic Development Administration	\$8,005,000
Department of Commerce and Economic Affairs	\$28,000,000
MWRD Local Partnership Grants	\$1,400,000
Total	\$79 Million

Task 12 – Public Presentations

To conclude our efforts, we will assist the Village with moving into the *Vision Phase* of the project. It is in this phase that refinements of recommended alternatives are illustrated graphically; associated costs, benefits, challenges, and protection levels of each alternative clearly explained; and programming of the proposed improvements laid out for final consideration and approval. We will organize a *Vision Phase* presentation for a public open house and Village Council meeting. Based on input and approval from the Council during this presentation, we will work with Village staff to finalize the recommendations for stormwater management within Winnetka.

Approach Conclusion

Our demonstrated expertise with successful stormwater management planning provides the Village with a proven, effective process for developing realistic, achievable, and creative stormwater solutions.

- **Our understanding of the history of Winnetka’s flooding and the previous studies that have been completed to date provide us with a solid foundation upon which to begin our evaluation, yet our fresh outside perspective on the Lake Michigan watershed will provide a new angle and assessment of possible solutions.**
- **Our team is nationally known for ‘thinking outside the box’ and developing creative and unique solutions to stormwater management. In addition to our successful history of traditional stormwater management and flooding reduction projects, we are also nationally recognized as an expert in green/sustainable infrastructure solutions, which could play a meaningful role in the revised alternatives matrix.**
- **Our team has led successful public engagement campaigns for many of clients, including the Village of Winnetka. Our ability to produce clear graphic representations of often complex engineering problems and solutions enables the public to not only understand the problem but actively engage in identifying a sustainable solution. Clients depend on us for our creativity and our emphasis on community interaction and participation.**



- Our proposed approach is multi-faceted and considers a broader planning and community context. While cost-effective flood reduction in the western drainage area will be the primary focus of our evaluations, we will also evaluate a much broader range of considerations that will enhance and integrate with the community's built and natural environments. Our approach will result in recommendations tailored to Winnetka and the defining characteristics of the community.
- We recognize the need for well-developed and well-vetted solutions with solid planning level costs that the Village can depend on. We extensive experience developing accurate planning-level costs to reduce the potential for cost increases and undesirable surprises down the road during detailed design and construction.



Sustainable Infrastructure



Urban waterway



Separated Storm Sewers



Natural Conveyance & Detention



Structural BMPs

Our extensive stormwater master planning experience along with our innovative toolbox of stormwater management strategies will provide Winnetka with a comprehensive solution.



C. Schedule

The following schedule provides an overview of our anticipated timeline to complete the Stormwater Management Study within the requested 6-month timeframe. Our team is prepared to hit the ground running following a Notice to Proceed (NTP) and has made the following assumptions for this effort:

- The anticipated NTP is March 5, 2024.
- The kickoff meeting could be held within 7 days of the NTP on or around March 12, 2024, or we could schedule for early April, allowing our team to develop a deeper understanding of the watershed.
- We anticipate about 1 month to gather and review the background data. Our schedule assumes all the requested data, including the existing models, be provided by the Village by March 22, 2024.
- As we review existing conditions, modeling, and prior recommendations, we will schedule periodic Study Meetings to discuss our findings and gain Village concurrence before proceeding further.
- We anticipate the *Awareness Phase* Open House in early June at a location coordinated by the Village.
- As we gain input from the stakeholders, public agencies, and the public open house, we will proceed with developing and evaluating potential alternatives. We anticipate this effort lasting 8 weeks.
- We anticipate the *Exploration Phase* Open House at the end of July at a Village coordinated location.
- Based on feedback and information gathered to this point, we will proceed with creating a draft of the stormwater management study for review and discussion with the Village.
- We anticipate sharing final recommendations in August (*Vision Phase* Open House).
- We anticipate final presentation to Village Council at its meeting scheduled for September 3, 2024.
- We will finalize the stormwater management study and submit to the Village on September 20, 2024.

Project Schedule			
Task		Duration	Date
	Notice to Proceed	1 day	March 5, 2024
1	Kickoff Meeting	1 week	Week of March 11, 2024
2	Data Gathering	1 month	March to April 2024
4, 5, 6	Existing Conditions, Modeling, and Prior Recommendations		April and May 2024
4	Study Meeting – Discuss Existing Model and Conversion		Week of April 15, 2024
5	Study Meeting – Discuss Flood Risk Areas and Modeling Updates		Week of May 6, 2024
6	Study Meeting – Discuss Findings and Awareness Phase		Week of May 20, 2024
7	Coordination With Stakeholders		Week of May 20, 2024
8	Awareness Phase Public Open House		Week of June 3, 2024
9, 10, 11	Develop Alternatives, Regulatory Framework, and Funding		June and July 2024
9	Study Meeting– Discuss Alternatives Review and Exploration Phase		Week of July 8, 2024
8	Exploration Phase Public Open House		Week of July 22, 2024
12	Draft Stormwater Management Study to Village for Review		August 5, 2024
9	Study Meeting - Discuss Vision Phase		Week of August 12, 2024
12	Vision Phase Public Open House		Week of August 19, 2024
12	Village Council Presentation		September 3, 2024
12	Final Stormwater Management Study Issued		September 20, 2024



D. Budget

Our proposed fee is provided in a separated sealed envelope enclosed with this proposal. The budget estimate was based on our assumptions regarding the expected scope of work. We are flexible, and we look forward to the opportunity to further define the scope of work and refine our budget to meet the Village's expectations. We recognize the importance of this project and will work with Village staff to define a scope and associated engineering fee that meets the Village's expectations.

ATTACHMENT #3

Strand Proposed Project Schedule

PROPOSED SCHEDULE

Task	Date
Notice to Proceed	April 17, 2024
Kickoff Meeting	Week of April 22
Data Gathering	April and May
Existing Conditions and Modeling Updates	April and May
Study Meeting – Review Existing Conditions, Flood Risk Locations, and Prior Recommendations	Week of May 27
Develop Alternatives – Elder Outfall Study Area	May and June
Study Meeting – Discuss Alternatives Review and Recommendations – Elder Outfall Study Area	Week of July 8
Coordination With Stakeholders – Elder Outfall Study Area	July and August
Begin Communications with Regulatory Agencies	July
Develop Alternatives – Remaining Three Study Areas	August and September
Study Meeting – Discuss Alternatives Review and Recommendations – Remaining Three Study Areas	Week of September 23
Coordination With Stakeholders – Remaining Three Study Areas	October
Awareness/Exploration Phase Public Open House	October
Study Meeting – Discuss Alternatives and Exploration Phase Input	Week of October 28
Finalize Alternatives, Regulatory Framework, and Funding	November
Draft Stormwater Management Study to Village for Review	Week of November 18
Study Meeting - Discuss Final Vision	Week of November 25
Vision Phase Public Open House	Week of December 9
Village Council Presentation	December 17 or January 7
Final Stormwater Management Study Issued	January 20, 2025

ATTACHMENT #4

Strand Associates Fee Proposal

Village of Winnetka Stormwater Management Study For Eastern Winnetka																			
Strand Associates Proposed Fee - Subject to Revision Pending Refinement of Proposed Scope																			
		STRAND ASSOCIATES													HUMAN NATURE			Total Hours By Task	Total Cost By Task
		\$283.08	\$276.38 Waldron	\$316.07 Lyons	\$237.63 Shubak	\$211.93 Williams	\$192.52 Glossner	\$237.00 Lindert	\$140.72 Canning	\$138.99 Sadowski	\$133.36 Gollwitzer	\$145.25 Haverkos	\$127.01 Haen	\$117.89 Admin	\$205.00 Wolnitzek	\$125.00 DiLandro	\$115.00 Buckley		
Task #	Scope Item	PRINCIPAL	PM	Sr. PE	Sr. PE	Sr. PE	PE	PE	PE	PE	PE	PE	PE	Admin	Principal	GIS	Planner		
1	Project Kick Off	2	11	4	4	2	2	2	4	2	6	2	2	9	6	2	2	62	\$12,060
	Project Kick Off Preparations	2	8	2	2	2	2	2	2	2	2	2	2	8	4	2	2	46	\$8,780
	Project Kick Off Meeting with Village (Virtual)		2	2	2				2		2				2			12	\$2,620
	Prepare Kick Off Meeting Summary/Action Items		1								2			1				4	\$660
2	Data Gathering	0	24	18	21	6	54	4	32	12	34	0	0	0	18	20	10	253	\$47,980
	Review Previously Completed Drainage Studies and Reports		2		2		2	2	2	2	2					2	2	18	\$3,190
	Review Available GIS and Utility Information		1				8		2	2	4					8	2	27	\$4,140
	Review Existing Model For Potential Updates		1		1	6												8	\$1,790
	Comprehensive Inventory and Analysis		2	2	2		24	2	8	8	8				2	8	4	70	\$11,930
	Field Visit For Design Team (2 days)		16	16	16		16		16		16				16			112	\$24,030
	Identify and Summarize Data Gaps/Needs		2				4		4		4					2	2	18	\$2,900
3	Progress Reporting	4	8	0	0	0	0	0	0	0	30	0	0	4	0	0	0	46	\$7,810
	Weekly Progress Updates for Village Staff (24 weekly reports over 6 months)	4	4								24			2				34	\$5,670
	Monthly Progress Updates for Village Council (6 monthly reports)		4								6			2				12	\$2,140
4	Evaluate/Confirm & Update Existing Hydrologic and Hydraulic Model	0	5	0	2	14	0	0	8	0	58	50	50	2	0	0	0	189	\$27,530
	Review Existing Hydrologic and Hydraulic Model (for existing conditions)		1			4					12	12	12					41	\$5,990
	Develop Proposed Model Improvements and Conversion Memorandum		1		1	4					4	4	4	2				20	\$3,220
	Virtual Meeting to Review Proposed Model Improvements and Conversion		2			2					2	2	2					10	\$1,790
	Field Visits to Verify Model Data								8		8							16	\$2,190
	Update, Convert, and Calibrate Existing Hydrologic and Hydraulic Model		1		1	4					32	32	32					102	\$14,340
5	Model/Verify Existing Conditions and Existing Flooding Locations	0	3	0	0	5	2	0	2	0	14	14	14	0	2	8	2	66	\$9,860
	Verify Modeled Flood Depths for a Known Storm in Existing System					1					4	4	4					13	\$1,830
	Compare Modeled Flood Depths with Known Flood Event					1					4	4	4			2	2	17	\$2,310
	Prepare Maps and Tables Summarizing Flood Risk Areas		1			1					4	4	4			4		18	\$2,610
	Virtual Meeting to Review Flood Risk Areas and Model Updates		2			2	2		2		2	2	2		2	2		18	\$3,110
6	Review Prior Proposed Improvements	0	6	2	2	0	12	1	12	4	10	0	0	2	1	2	2	56	\$9,820
	Review Feasibility and Constructability		1	1	1		4		4	4	4				1	2	2	24	\$3,940
	Review Current Regulatory Environments		1				2		2									5	\$940
	Develop Memorandum Summarizing Proposed Improvements Review		2	1	1		4	1	4		4			2				19	\$3,450
	Virtual Meeting to Review Findings		2				2		2		2							8	\$1,490
7	Coordination With Stakeholders	0	11	1	1	0	6	0	6	0	24	0	0	2	0	0	0	51	\$9,040
	In-person Meeting with Winnetka Park District		2				1		1		4							8	\$1,420
	In-person Meeting with Winnetka School District 36		2				1		1		4							8	\$1,420
	In-person Meeting with New Trier High School		2				1		1		4							8	\$1,420
	In-person Meeting with Metra Railway		3				1		1		4							9	\$1,700
	Develop Memorandum Summarizing Coordination with Stakeholders		2	1	1		2		2		8			2				18	\$3,080
8	Public Participation	0	10	2	10	1	16	2	16	0	16	2	2	2	2	20	20	121	\$19,920
	Awareness/Exploration Phase - Develop Open House Materials		4	2	2	1	16	2	8		8	2	2		2	20	20	89	\$13,930
	Awareness/Exploration Phase - Open House		4		8				6		6							24	\$4,650
	Summarize Open House Comments and Observations		2						2		2			2				8	\$1,340
9	Develop Alternatives	0	15	2	12	4	48	6	36	24	60	24	24	6	4	16	24	305	\$48,370
	Grey Alternatives Analysis		2				12		4	4	4						4	30	\$4,980
	Sustainable/Green Alternatives Analysis		2				16	4	8	8	8				2	16	16	80	\$12,140
	Modeling of Alternatives					4					24	24	24					76	\$10,580
	Cost Estimating of Alternatives		1				8		8	8	8						4	37	\$5,580
	QC of Alternatives		2	2	2										2			8	\$2,070
	Draft Technical Memorandum Summarizing Alternatives		2				8	2	8		8			2				30	\$5,000
	In-Person Meeting to Review Potential Alternatives		4		8				4		4							20	\$4,100
	Final Technical Memorandum Summarizing Selected Alternatives		2		2		4		4	4	4			4				24	\$3,920
10	Regulatory Framework	0	5	0	0	0	0	2	16	0	0	0	0	1	0	0	0	24	\$4,230
	Communication with Regulatory Agencies (USACE, IDNR, IEPA)		4					2	12									18	\$3,270
	Develop Memorandum Summarizing Communication With Agencies		1						4					1				6	\$960
11	Funding Sources	0	1	0	0	0	0	2	0	0	2	0	0	1	0	0	0	6	\$1,130
	Investigate and Develop Memorandum of Potential Funding Sources		1					2			2			1				6	\$1,130
12	Public Presentations and Final Report	0	19	2	10	0	18	0	30	16	30	0	0	6	1	20	20	172	\$27,880
	Vision Phase - Develop Open House Materials		4	1	1		8		8	8	8				1	16	16	71	\$10,550
	Vision Phase - Open House		4		8				4		4							20	\$4,100
	Summarize Open House Comments and Observations		1						2		2			2				7	\$1,060
	Develop Materials for Village Council Presentation		2				2		4		4					4	4	20	\$2,990
	Village Council Presentation		4						4		4							12	\$2,200
	Finalize Study and Issue Final Report		4	1	1		8		8	8	8			4				42	\$6,980
	Manhours:	6	118	31	62	32	158	19	162	58	284	92	92	35	34	88	80	1351	
	Cost:	\$1,700	\$32,610	\$9,800	\$14,730	\$6,780	\$30,420	\$4,500	\$22,800	\$8,060	\$37,870	\$13,360	\$11,680	\$4,130	\$6,970	\$11,000	\$9,200	\$225,630	
	Expenses	\$22,221													\$2,400			\$24,621	
	Total With Expenses	\$220,690													\$29,570			\$250,260	



Agenda Item Executive Summary

TITLE: A Zoning Ordinance Text Amendment Request by Dish Wireless to Allow Additional Cellular Antennas on an Existing Monopole at 410 Green Bay Road (Public Safety Building) (Policy Direction)

PRESENTER: David Schoon

AGENDA DATE: April 16, 2024

CONSENT: No

ITEM TYPE: New Business

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

On April 16, 2024, the Village Council is scheduled to consider a request by Dish Wireless (the "Applicant"), as potential lessee of property owned by the Village of Winnetka at 410 Green Bay Road (the "Subject Property"), to place additional antennas on the existing Village telecommunications monopole (the "Monopole"). The request would require the Applicant to enter into a lease agreement with the Village and would require text amendments to Chapter 17.52 of the Zoning Ordinance of the Village Code. Attached is a separate staff report regarding the request.

RECOMMENDATION:

The Council's consideration of the application at this point is providing direction to Village Staff regarding the following issues:

1. If the Applicant is able to demonstrate a telecommunication service need for the proposed additional antennas on the existing monopole, is the Village Council interested in considering amendments to the zoning regulations to allow an additional service provider on the existing Monopole as well as considering a lease agreement with the Applicant?
2. If the Council is interested in considering a lease agreement with the Applicant, are specific terms or conditions required by the Village?
3. If it is appropriate to consider amending the existing zoning regulations that apply to the Subject Property, such as to allow two telecommunications providers to co-locate on the existing Monopole and to allow equipment shelters and cabinets to locate outside of the Public Safety Building on the grounds of the Subject Property, which body should hold the public hearing on the zoning text amendments? Should it be the Village Council or one of its advisory bodies?

ATTACHMENTS:

1. Staff Report Regarding 410 Green Bay Road – Dish Wireless
2. Applicant's Request
3. Section 17.52 of Village Code – Wireless Telecommunication Facilities Overlay District



MEMORANDUM VILLAGE OF WINNETKA

TO: VILLAGE COUNCIL

FROM: DAVID SCHOON, DIRECTOR, COMMUNITY DEVELOPMENT
NICK NARHI, DIRECTOR OF WATER & ELECTRIC

DATE: APRIL 11, 2024

SUBJECT: REQUEST TO ALLOW ADDITIONAL CELLULAR ANTENNAS AT 410 GREEN BAY ROAD (PUBLIC SAFETY BUILDING)

INTRODUCTION

On April 16, 2024, the Village Council is scheduled to consider a request by Dish Wireless (the "Applicant"), as potential lessee of property owned by the Village of Winnetka at 410 Green Bay Road (the "Subject Property"), to place additional antennas on the existing Village telecommunications monopole (the "Monopole"). The request would require the Applicant to enter into a lease agreement with the Village and would require text amendments to Chapter 17.52 of the Zoning Ordinance of the Village Code.

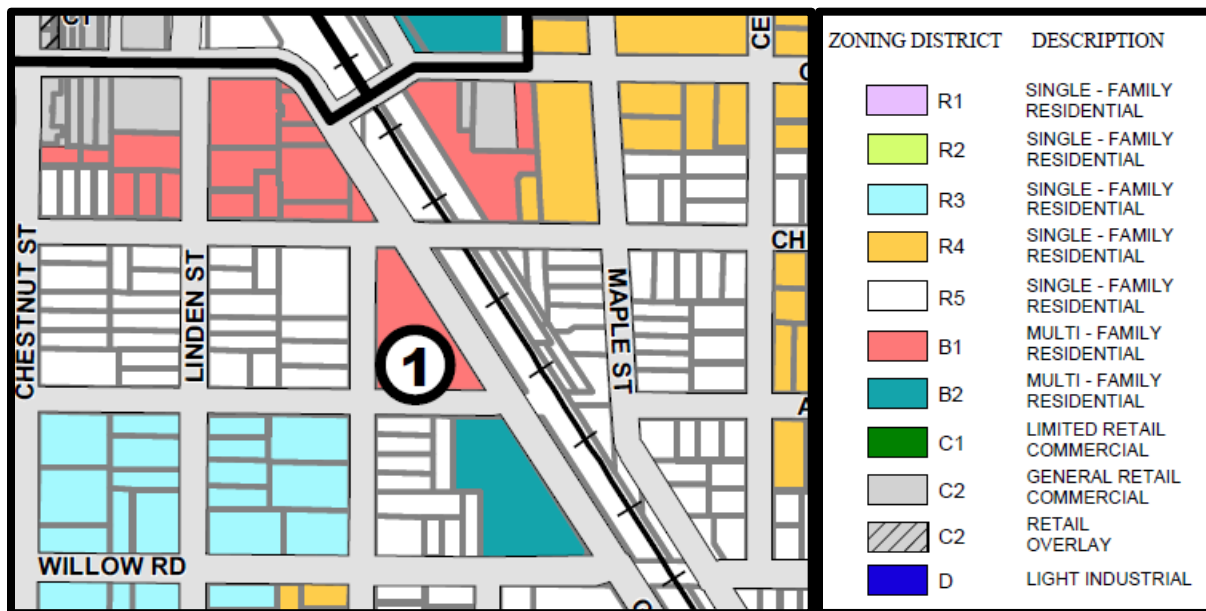
Dish has recently entered the wireless telecommunications market and is currently in the process of establishing its wireless network in the Chicagoland metro area. This request is like a request that Verizon Wireless made to place antennas on the Monopole in 2019. The Council at that time was open to the request, but Verizon ultimately decided not to pursue that project.

PROPERTY DESCRIPTION

The Subject Property is located on the west side of Green Bay Road, between Cherry and Ash streets and contains the Village's Public Safety building, which houses both the Village Fire Department and the Police Department. The property is located in the B1 Multi-Family Residential District and the Wireless Telecommunications Services Facilities (WTSF) Overlay District. The Subject Property is designated by the Comprehensive Plan as appropriate for public/semi-public land uses. The Monopole is located on the south side of the Subject Property along Ash Street. On the south side of Ash Street are single family homes as well as multi-family buildings.



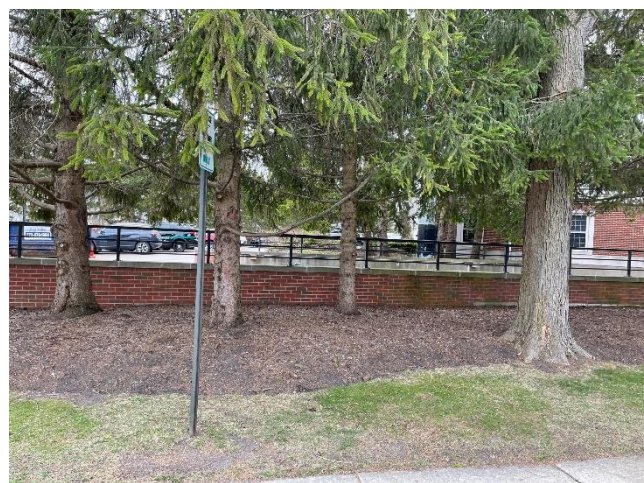
**Subject
Property**



The Monopole was constructed in 1996, and the existing telecommunications provider, AT&T, located on the Monopole in 1996. In 1997, the Village Council adopted Ordinance MC-195-97, which established the Wireless Telecommunications Facilities (“WTSF”) Overlay District, which established a process for the evaluation and location of wireless communication facilities throughout the Village.



Monopole from Ash Street & Green Bay Road

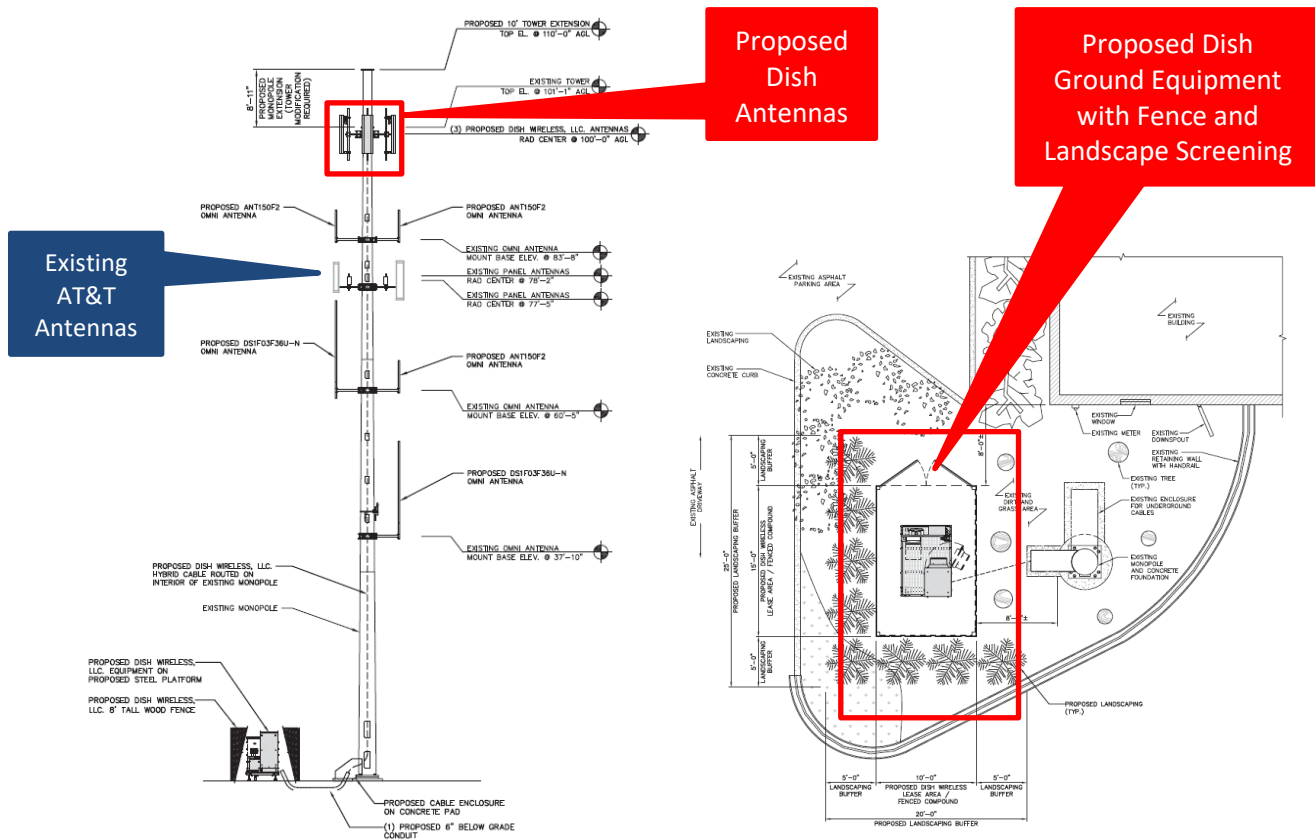


Base of Monopole from Green Bay Road

DESCRIPTION OF REQUEST

The Applicant proposes to extend the height of the tower from 101'-1" to 110 feet tall and to install three antennas, six radios, and antenna platform mount, associated cabling on the existing Monopole located on the Subject Property. (**Attachment 2**). To accommodate the cellular equipment on the Monopole, the Applicant, at its expense, would relocate existing public safety antennae and remove any antennae no longer in service. The Fire and Police department staff are currently working with the Applicant to identify such antennae. The additional height added to the Monopole would provide the Village with the flexibility of relocating or adding new public safety antennae on this new portion of the tower.

The Applicant also requires additional space on the ground to install additional cellular equipment. The Applicant has proposed installing an exterior ground mounted cabinet approximately 5 ft. x 7 ft. and nearly 7 ft tall in the landscaped island around the existing Monopole. The ground equipment would be screened by an 8-foot-tall wooden fence and landscaping. They also propose to install an ice bridge between the ground equipment and monopole. In accordance with the existing utility rates, the Water & Electric Department would provide a separate electric service to the equipment cabinet.



LEASE OF VILLAGE PROPERTY

The Applicant would need to enter lease terms and conditions required by the Village for use of Village Property. No formal negotiations on the terms and conditions of a lease agreement have been initiated pending the Council's decision to consider additional cellular facilities at the site. However, the Applicant understands that any agreed upon license agreement would need to be competitive with the existing cellular agreements. The annual license fee for the other wireless provider at the site is currently \$101,652 through August 2024. For each additional

year, the license fee will increase by 4.25%. Any license fee from the use of the Public Safety Building Monopole is revenue for the General Fund.

NECESSARY ZONING RELIEF

Chapter 17.52 of the Zoning Ordinance of the Village Code regulates the placement of Wireless Telecommunication Service Facilities in the community (**Attachment 3**). Chapter 17.52 states the following regarding the placement of WTSFs on the Subject Property;

M. Site Requirements--Monopole at 410 Green Bay Road. In addition to meeting all general requirements, the siting of antennas at the Public Safety Building at 410 Green Bay Road shall be subject to the following requirements:

1. Number. One antenna site for one telecommunications provider may be located on the Village's monopole at 410 Green Bay Road. [Emphasis added]

2. Location. The monopole shall be permitted at any location adjacent to the Public Safety Building, as determined solely by the Village Council in the exercise of its discretion. The antenna on the monopole shall be located after the Village antennas for police, fire and other municipal services are placed on the monopole.

3. Height. The height of the monopole shall not exceed one hundred ten (110) feet.

4. Co-use and collocation are prohibited at this site, so as to assure that space is reserved for future Village radio communication antennas, which are an essential public use. [Emphasis added]

5. Design.

a. Color. Any part of the monopole and any part of an antenna that is below the tops of nearby trees or structures, shall be of a color that is harmonious with, and blends in with, such trees and structures. Unless otherwise required by the FAA, the FCC or any applicable federal or state agency, any part of the monopole or of any antenna that extends above the tops of nearby trees or structures, shall be painted the color known as "overcast gray."

b. Fencing is not required at this site.

c. Landscaping. The monopole shall be surrounded by a landscape strip of not less than ten (10) feet in width and planted with materials which will provide a visual barrier to a minimum height of twenty (20) feet.

d. Equipment Cabinets and Shelters. All equipment cabinets and shelters shall be located inside the Public Safety Building in a location that the Council of the Village of Winnetka, in the exercise of its discretion, determines will not interfere with the Village's police, fire and emergency operations. [Emphasis added]

6. Additional Permit Requirements. No application for a building permit for construction of any WTSF at this site shall be processed unless the Council of the Village of Winnetka has approved a lease agreement for the monopole to be located on Village land.

Based upon the information the Applicant has provided to date, the Applicant's request would appear to require amending Sections 1, 4, and 5d above in order to allow two telecommunication providers to locate antennas on the monopole and to allow equipment cabinet located outside of the Public Safety Building. Given the Village owns the site and the

Applicant will need to enter into a lease agreement to place the antennas and equipment on the Village's property, the Village may decide to amend the Zoning Ordinance as follows:

- a) Amend Subsection 1 to read: "Antenna sites for no more than two telecommunications providers may be located on the Village's monopole at 410 Green Bay Road. [Emphasis added]";
- b) Amend Subsection 4 to read: "Co-use and collocation are allowed for up to two telecommunication providers, so as to assure that space is reserved for future Village radio communication antennas, which are an essential public use";
- c) Subsection 5d could be amended to add the following "The Council, at its sole discretion, may provide exceptions to this requirement and allow equipment cabinets and shelters to be located outside of the Public Safety Building".

Under these proposed amendments, the Zoning Ordinance would allow the additional antennas by right; however, the Village would still have the ultimate control of the use of the tower, as a telecommunication provider would still need to secure a lease from the Village to locate antennas and equipment on Village property. Once the Applicant provides additional information as part of a formal application process, staff can determine the Applicant's compliance with all zoning regulations.

As established in Section 17.72.040 of the Zoning Ordinance, an amendment to the zoning ordinance text may be proposed by a person having an interest in the property for which an amendment is proposed. Upon receipt of such requests the Village Council reviews the request and then designates a body to conduct a public hearing and to provide its recommendation to the Council. The Council may designate itself to conduct the public hearing on the Zoning Ordinance text amendment or may designate another board or commission to hold a public hearing on the request, which is to be held within 60 days of receipt of a formal request. Notice of the public hearing requires publication in the newspaper at least 15 days before the hearing.

As the Council and its designated advisory bodies consider the Applicant's request, the Applicant will need to provide additional information for the Village to complete its technical review as required by the Zoning Ordinance. The Village would hire an outside qualified expert, at the Applicant's expense, to complete the following review:

The review may include, but shall not be limited to, such issues as expected coverage area, antenna configuration, structural design and integrity, the suitability of a proposed WTSF site for the safe installation of the proposed type of support structure and related equipment, the availability of other suitable sites, and topographic constraints that affect signal paths. The review shall address the accuracy and completeness of the technical data, the applicability and validity of the analysis techniques and methodologies, the validity of the conclusions reached, and any specific technical issues identified by the Village Council, Plan Commission, Zoning Board of Appeals or Village staff.

Upon the staff and the technical expert's review of the proposed antennas, staff would bring back the Applicant's formal request for Village Council action.

RECOMMENDATION

The Council's consideration of the application at this point is providing direction to Village Staff regarding the following issues:

1. If the Applicant is able to demonstrate a telecommunication service need for the proposed additional antennas on the existing monopole, is the Village Council interested in considering amendments to the zoning regulations to allow an additional service provider on the existing Monopole as well as considering a lease agreement with the Applicant?
2. If the Council is interested in considering a lease agreement with the Applicant, are specific terms or conditions required by the Village?
3. If it is appropriate to consider amending the existing zoning regulations that apply to the Subject Property, such as to allow two telecommunications providers to co-locate on the existing Monopole and to allow equipment shelters and cabinets to locate outside of the Public Safety Building on the grounds of the Subject Property, which body should hold the public hearing on the zoning text amendments? Should it be the Village Council or one of its advisory bodies?

In conjunction with the scheduling of a public hearing on potential zoning amendments, staff will prepare a more detailed report on the zoning text amendments and the Applicant's specific request. In preparation of those reports, the Village Council may wish to provide direction to staff regarding information it may find helpful with making its decision.

ATTACHMENTS

Attachment 2 – Applicant's Request

Attachment 3 - Section 17.52 of Village Code – Wireless Telecommunication Facilities Overlay District

Attachment 2

TXT



VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT
ZONING ORDINANCE TEXT AMENDMENT

Applicant Information

Legal Name: DISH WIRELESS C/O FULLERTON
Primary Contact: ARIEL STOUER
Address: 5701 SOUTH SANTA FE DRIVE, LITTLETON, CO 80120
Phone No. 574-849-8420 Email: ASTOUDER@FULLERTON-US.COM

Consultant (or Legal Counsel) Information

Name: DISH WIRELESS
Primary Contact: REBECCA FALCON
Address: 1033 W VAN BUREN SUITE 200
City, State, ZIP: CHICAGO IL 60607
Phone No. 312-498-9556
Email: REBECCA.FALCON@DISH.COM

Address of Subject Property for which the Text Amendment is necessary:

Parcel Identification Number (PIN) for Subject Property: 05-21-120-001-0000
Zoning District of Subject Property: B-2 - MULTIFAMILY RESIDENTIAL

Please provide the following Information:

1. Attach a narrative that includes:
 - a. Proposed language for the Zoning Ordinance text amendment;
 - b. Explains the need for the Zoning Ordinance text amendment and why the amendment would be appropriate for the zoning district for which it would apply.
2. Proof of ownership (e.g. deed, title policy, certified copy of trust agreement, etc.) or legal interest in Subject Property (e.g. lease, letter of intent, etc.); and
3. Application Fee: \$1,000.00

Applicant Signature: [Redacted Signature]
Printed Name: ARIEL STOUER O.B.O. DISH WIRELESS

Date: 02/09/2024



April 9, 2024

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

Re: Proposed DISH Wireless Collocation on the Village of Winnetka Telecommunications Tower at 410 Green Bay Road
(DISH Site ID: CHCHI00113B)

To Whom It May Concern,

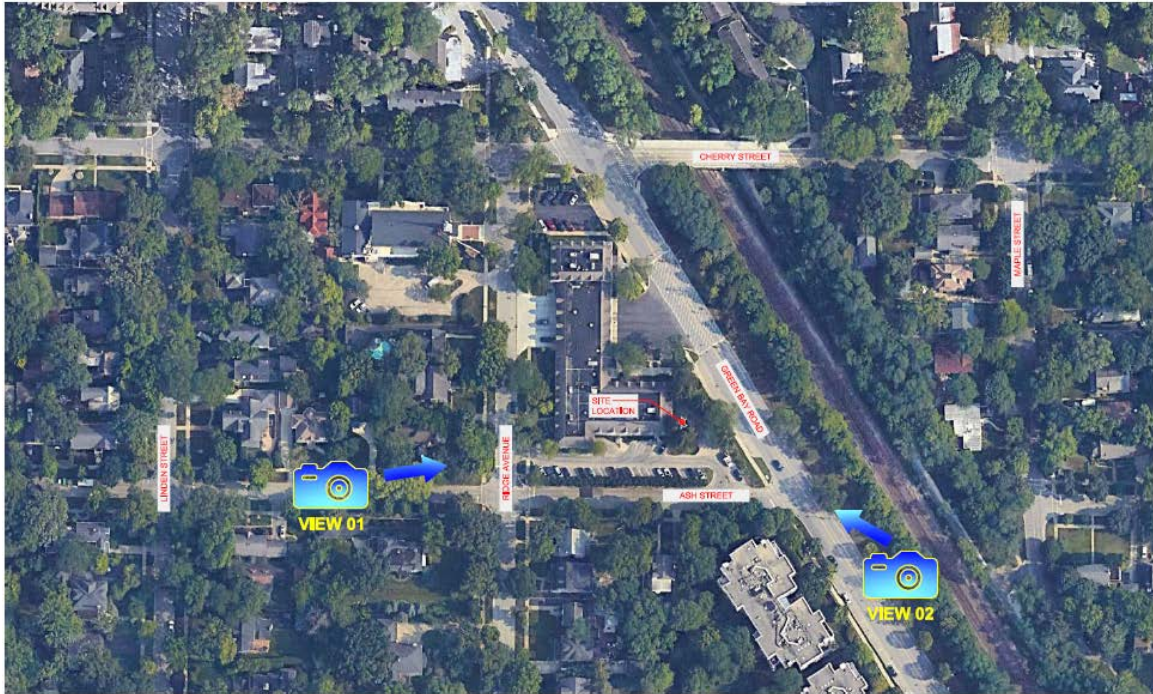
DISH Wireless is seeking to lease space for their Wireless Antennas and Support Equipment to the telecommunication tower located at 410 Green Bay Road, Winnetka, IL. For their application, DISH Wireless is proposing to install their telecommunication equipment on the tower and within a leased space at the foot of the tower.

On the existing telecommunications tower located at 410 Green Bay Road, DISH Wireless is proposing to install an 8' -11" tower extension, (3) antennas, (6) radios, antenna mounts, and associated cabling. On the ground at the foot of the tower, within a fenced in leased space, DISH proposes to install a cable enclosure to run cabling underground to an equipment cabinet on a new 5' x 7' metal platform. Landscaping is proposed to provide screening of the ground equipment.

DISH Wireless is a division of the company we all know to be the satellite television provider. In recent years, DISH has become one of the major wireless carriers. Wireless Communications have been designated Critical Infrastructure by the Federal Government and should be considered Essential Services in all Comprehensive Plans. As DISH Wireless is constructing this new network, every new facility in the network is essential to their seamless operation.

On the tower, at the 100' centerline, DISH Wireless would install their telecommunication antenna and radio equipment on an antenna mount platform. The 8' -11" tower extension will be installed upon the 100' centerline. This would bring the tower height from 101' -1" to 110'. The proposed fenced in lease area will be installed to the west of the tower. The fence will be constructed to 8' tall and cover an area of 15' x 10'. Within the fenced in area the equipment platform will be installed.

As demonstrated in the photo sims below, the installation of the DISH Wireless equipment on the existing telecommunication tower will have minimal visual impact on the community. The existing tower is on the corner of Ash Street and Green Bay Road. Across the road to the East train tracks. To the South of the tower there are residences.



The proposed installation of the DISH Wireless antenna equipment will not cause a significant visual impact to the surrounding area. DISH Wireless is not proposing any significant modifications by installing their equipment. The proposed antenna equipment would be of similar make and model to what is already existing on the tower. As the tower has been existing for some time now, the addition of the new equipment will not be any significant change.

If there are still any outstanding questions or concerns, please feel free to reach out using any of my contact information listed below in my signature. Addressing all concerns for this project is of utmost importance to myself, and DISH Wireless.

DISH is willing to pay to relocate and/or remove existing antennas to provide sufficient space for DISH's proposed equipment. DISH will enter into a license agreement. DISH agrees to reimburse the Village for its third-party review of its signal propagation not to exceed \$3,000.00 and attorney fees not to exceed \$1,500.00.

Best regards,

Ariel Stouder
Senior Zoning and Permitting Specialist
Fullerton, on behalf of DISH Wireless
M: 574-849-8420
Email: astouder@fullertonengineering.com

Attachment A Tower Diagram



-Please note that the extension is now proposed for 8' -11" and not 10'

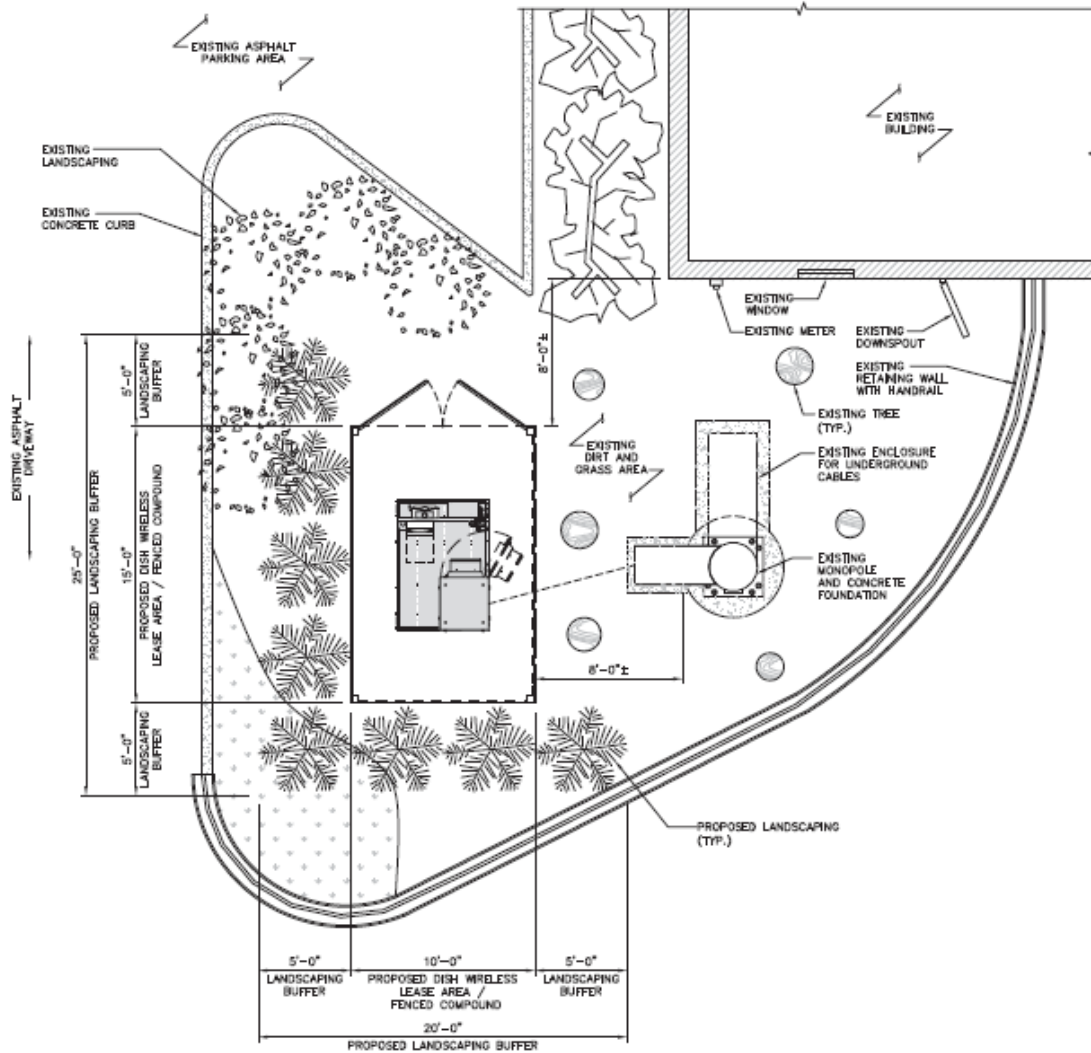


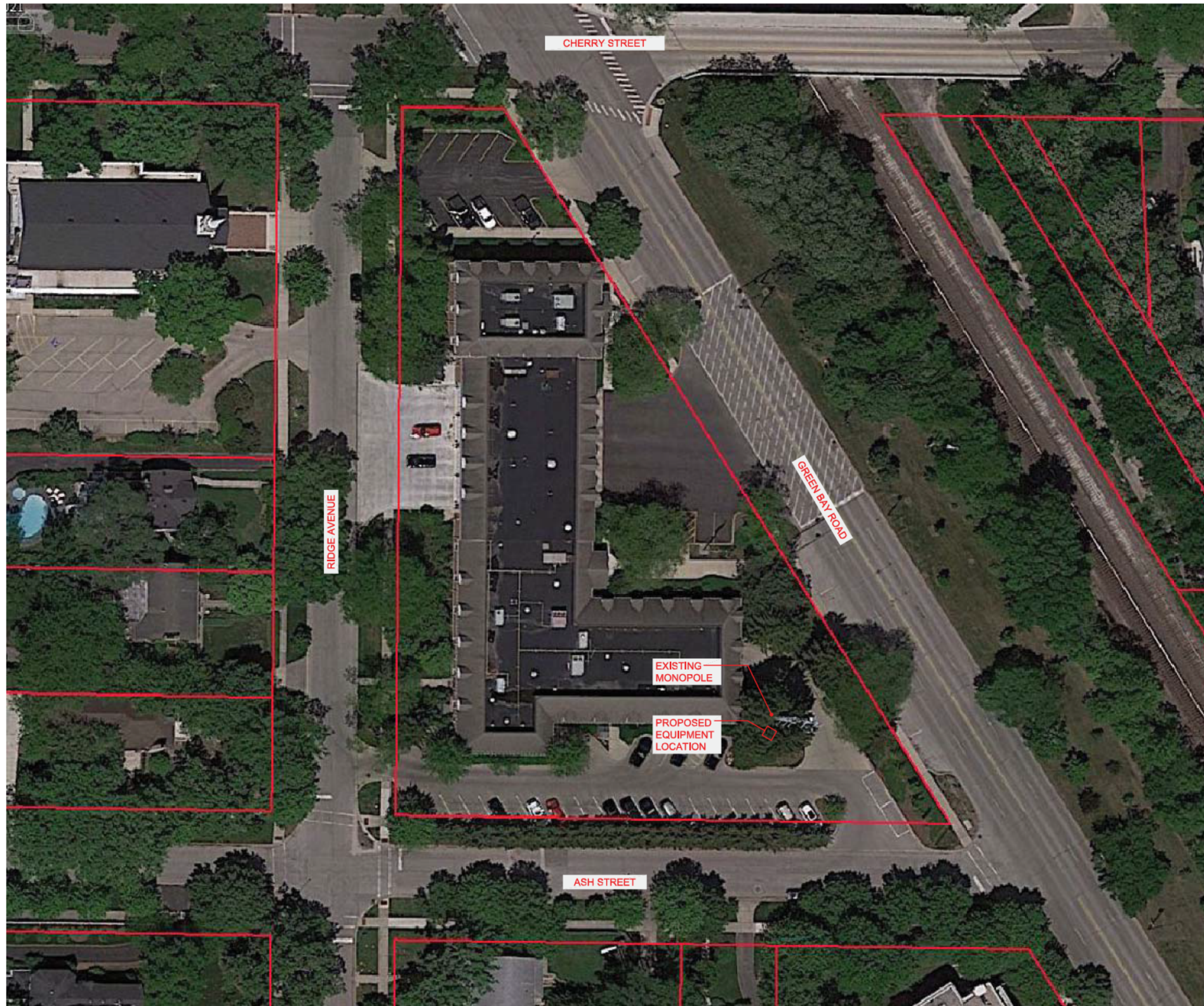
Attachment B
Proposed Location of Equipment Platform and Equipment



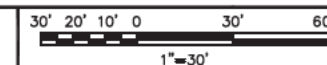
Attachment C

Proposed Location of Equipment Cabinet





SITE PLAN



dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

Fullerton
DESIGN DEVELOP CONSTRUCT

1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
DESIGN FIRM NO. 184.008202-0006
www.fullerton-us.com

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RFDS REV # 1

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1	3/25/24	ZONING DRAWINGS
2	4/5/24	REVISION

A&E PROJECT NUMBER
2020.0185.0063

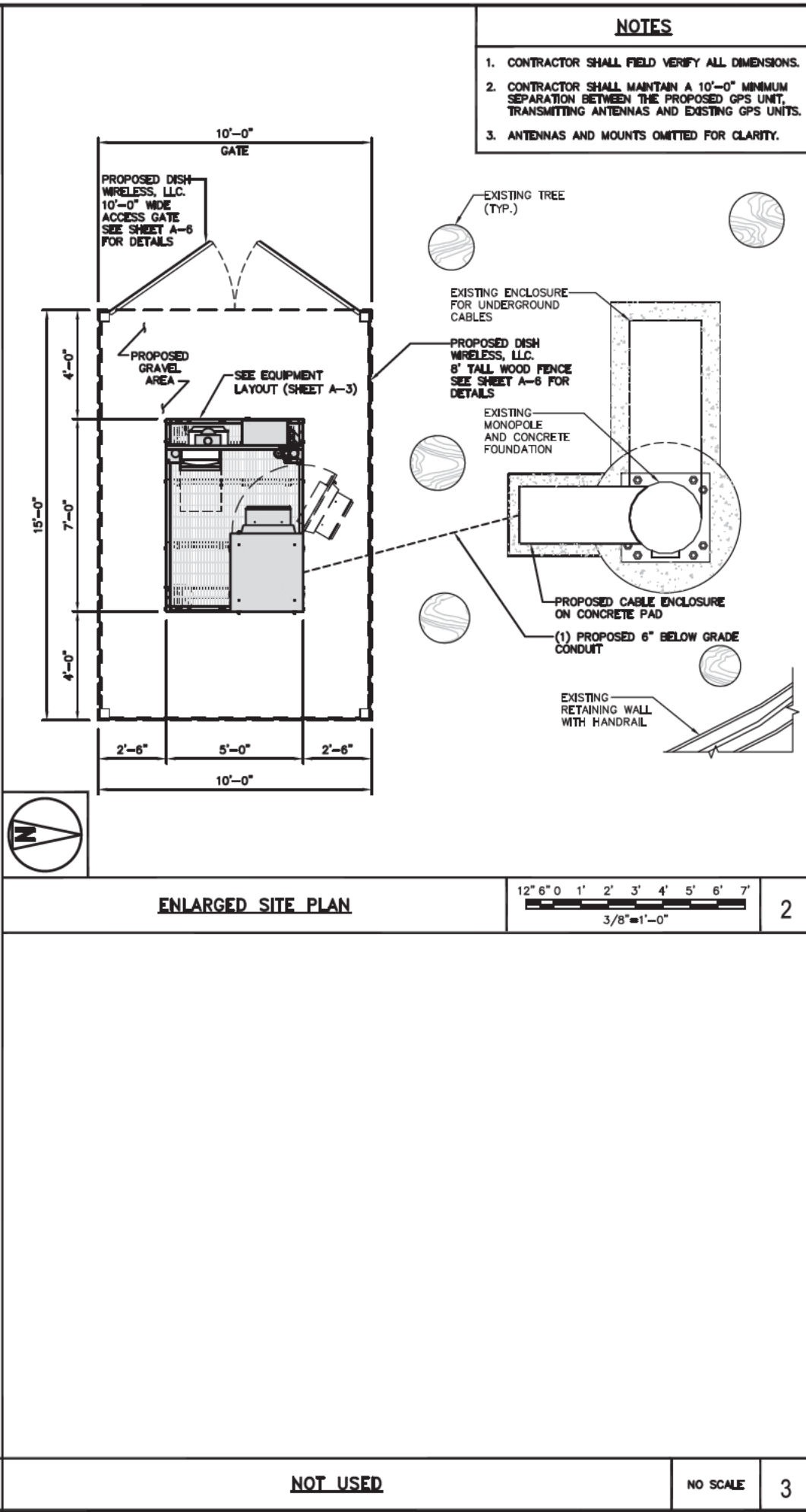
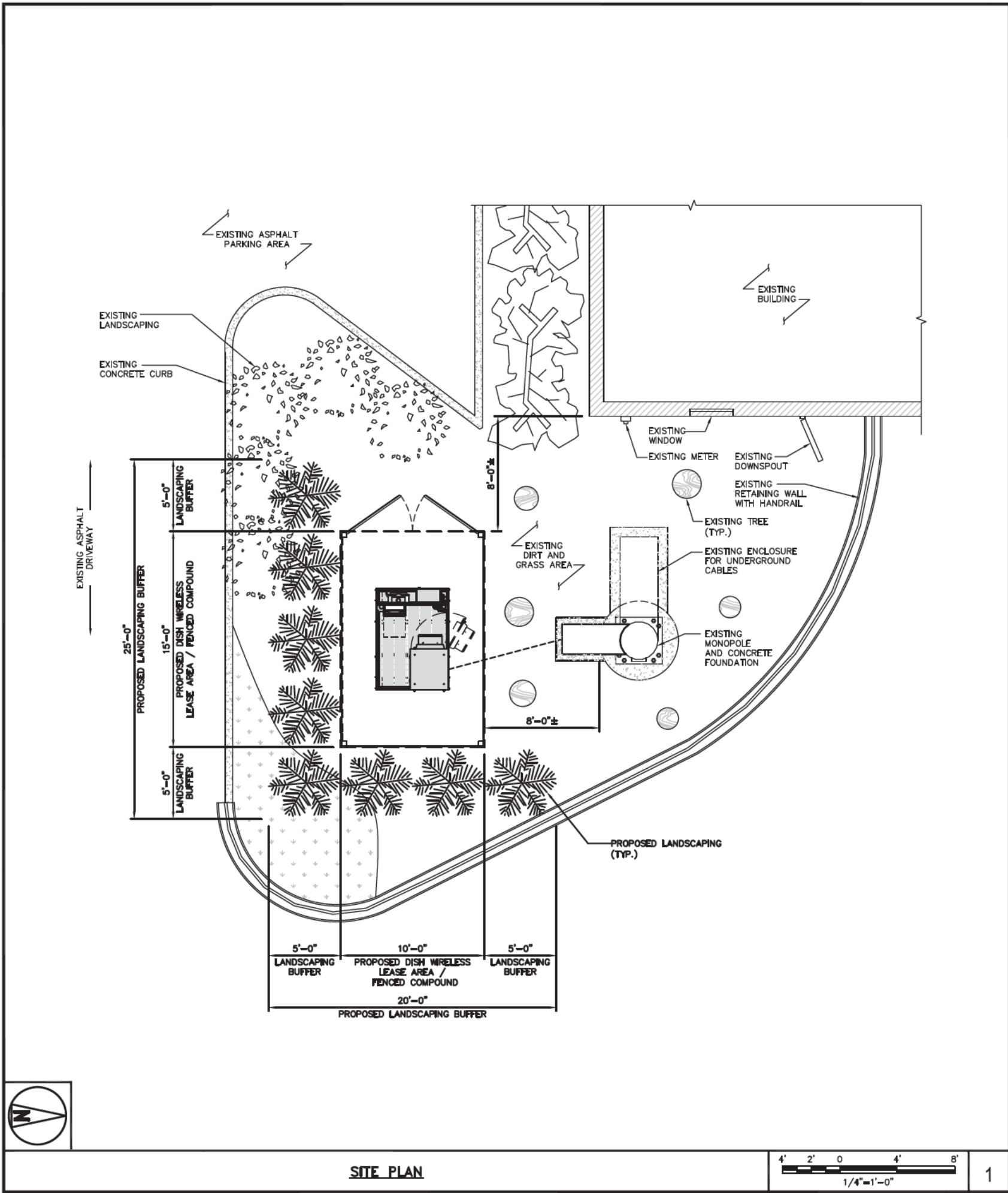
DISH WIRELESS, LLC.
PROJECT INFORMATION

CHCHI00113B
410 GREEN BAY ROAD
WINNETKA, IL 60093

SHEET TITLE
PARCEL VIEW

SHEET NUMBER

A-1



- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
 3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



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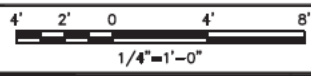
A&E PROJECT NUMBER
2020.0185.0063

DISH WIRELESS, LLC.
PROJECT INFORMATION
CHCHI00113B
410 GREEN BAY ROAD
WINNETKA, IL 60093

SHEET TITLE
SITE PLAN AND
ENLARGED SITE PLAN

SHEET NUMBER
A-1

SITE PLAN



1

NOT USED

NO SCALE

3



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LITTLETON, CO 80120



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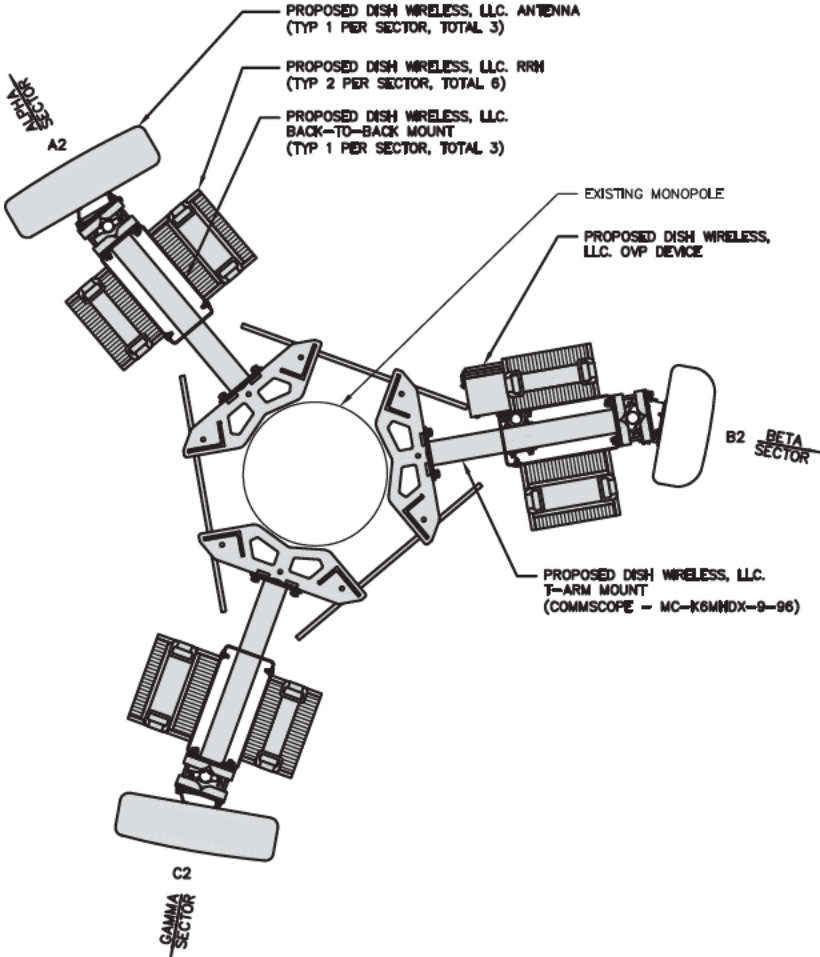
DISH WIRELESS, LLC.
PROJECT INFORMATION

CHCHI00113B
410 GREEN BAY ROAD
WINNETKA, IL 60093

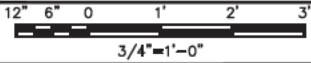
SHEET TITLE
ANTENNA LAYOUT
AND SCHEDULE

SHEET NUMBER

A-2



ANTENNA LAYOUT



2

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER – MODEL NUMBER	TECHNOLOGY	SIZE (HxW)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A2	PROPOSED	CELLMAX – CX12044X	5G	72.4" x 26.7"	330°	100'–0"	(1) HIGH-CAPACITY HYBRID CABLE (135' LONG)
BETA	B2	PROPOSED	JMA – MX08FRO665–21	5G	72.0" x 20.0"	100°	100'–0"	
GAMMA	C2	PROPOSED	CELLMAX – CX12044X	5G	72.4" x 26.7"	190°	100'–0"	
SECTOR	POSITION	RRH		NOTES: 1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS. 2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES. 3. VERIFY AZIMUTHS WITH LATEST DISH RFDS PRIOR TO INSTALLATION.				
		MANUFACTURER – MODEL NUMBER	TECHNOLOGY					
ALPHA	A2	SAMSUNG – RF4450T–71A	5G					
	A2	SAMSUNG – RF4451D–70A	5G					
BETA	B2	SAMSUNG – RF4450T–71A	5G					
	B2	SAMSUNG – RF4451D–70A	5G					
GAMMA	C2	SAMSUNG – RF4450T–71A	5G					
	C2	SAMSUNG – RF4451D–70A	5G					

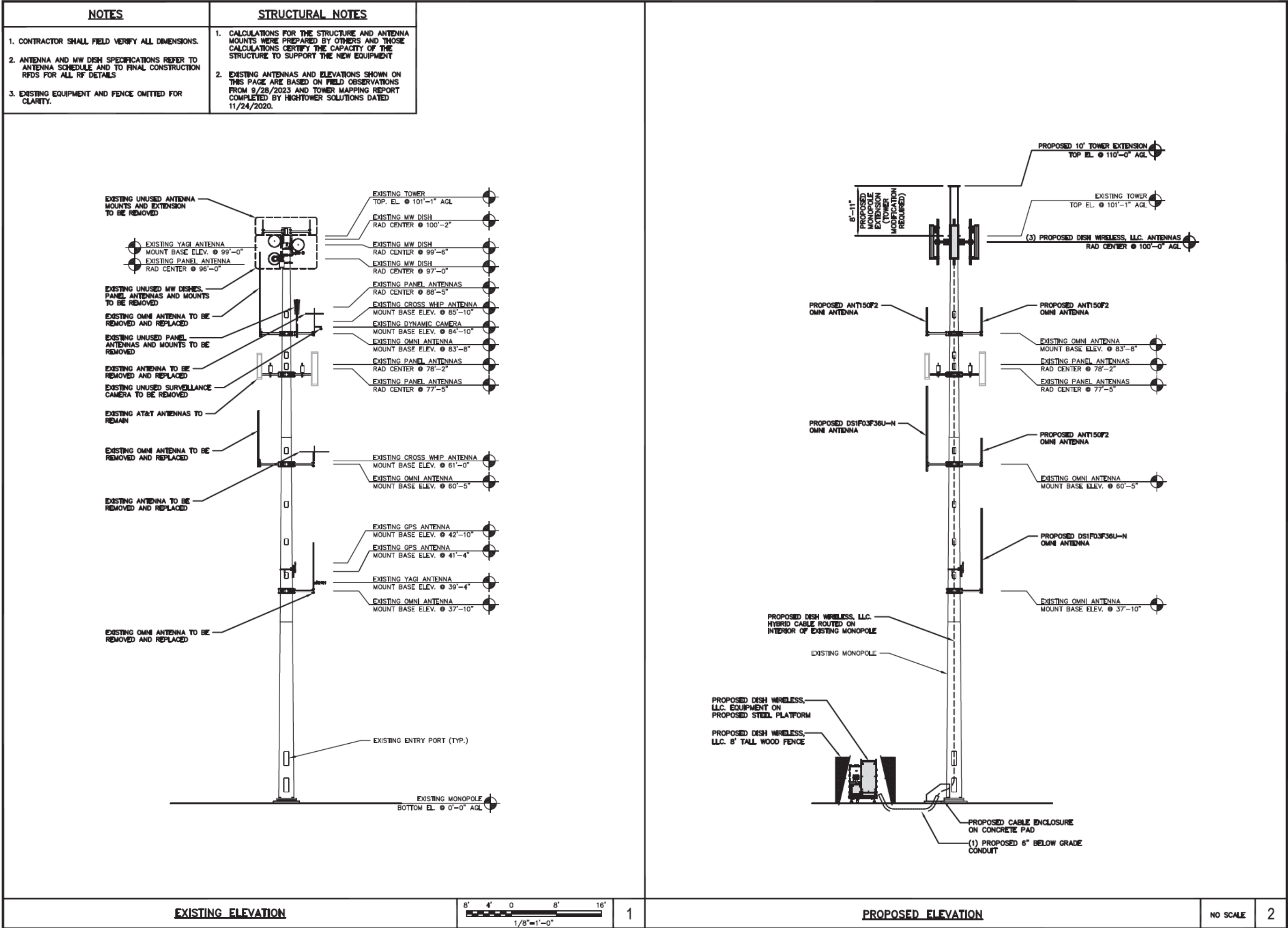
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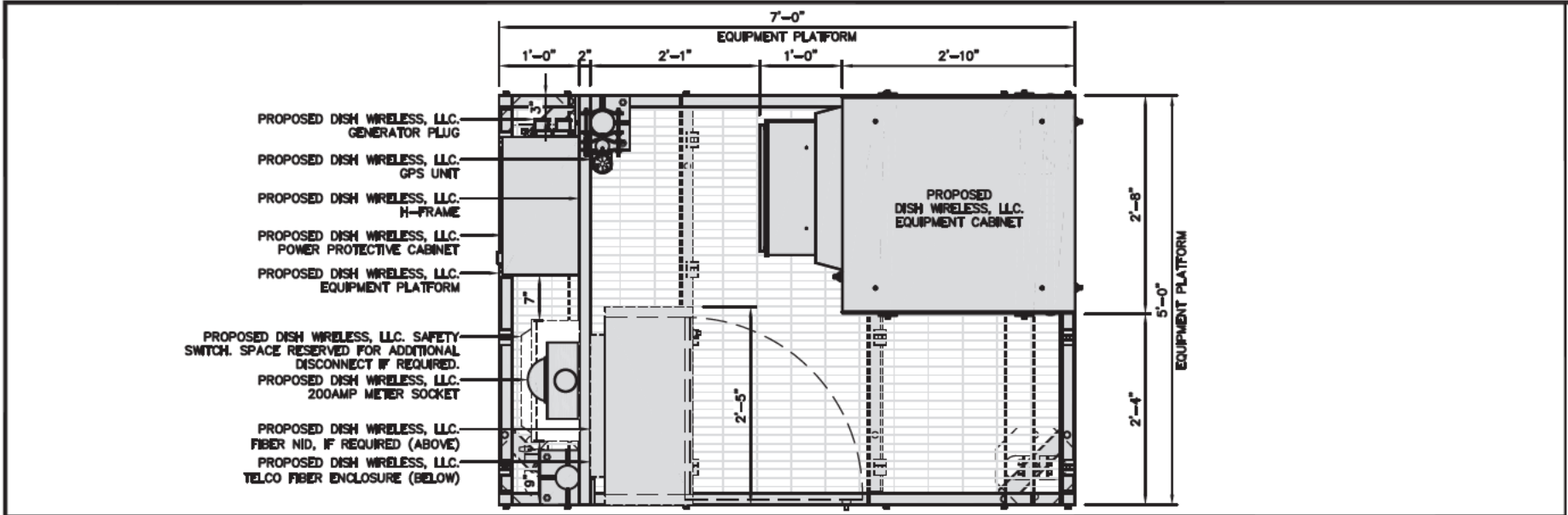
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ANTENNA SCHEDULE

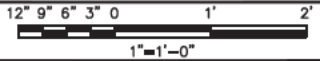
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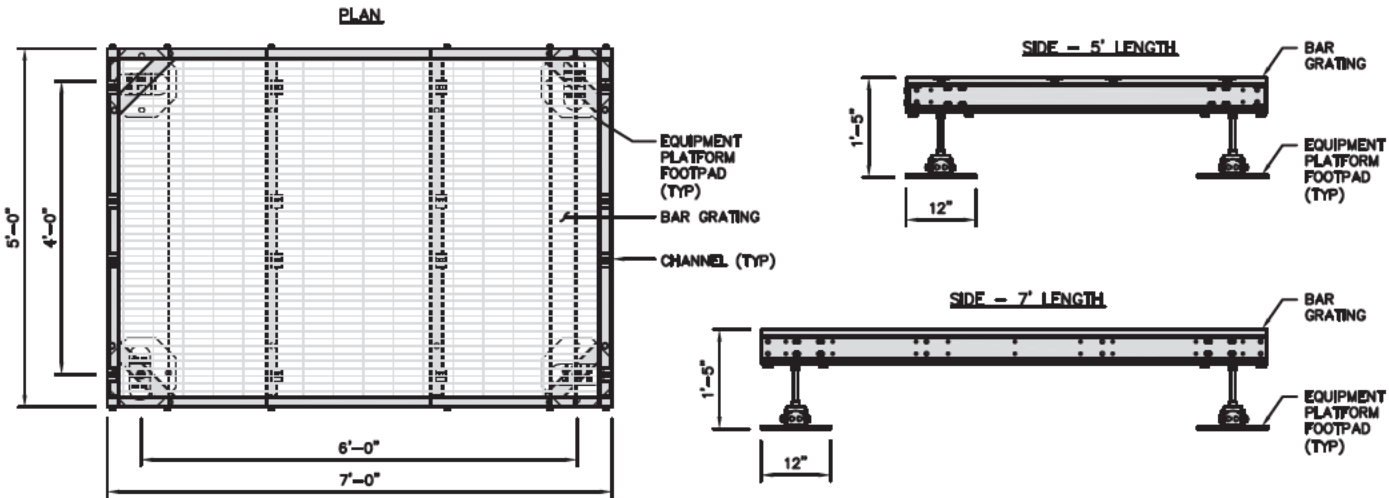


PLATFORM EQUIPMENT PLAN



1

COMMSCOPE MTC4045LP 5X7 PLATFORM	
DIMENSIONS (HxWxD)	16"x84"x60"
TOTAL WEIGHT	423 LBS

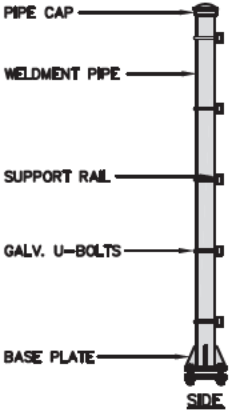


PLATFORM DETAIL

NO SCALE

2

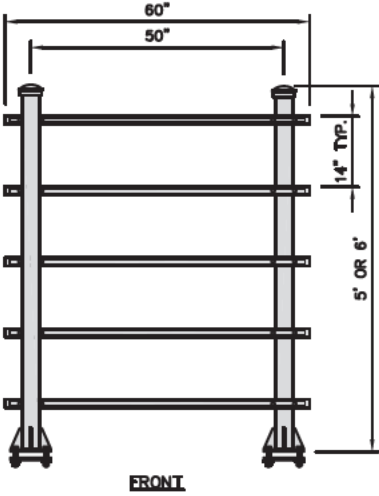
COMMSCOPE MTC4045HFLD H-FRAME	
UNISTRUT/SUPPORT RAILS QTY	5
WEIGHT	59.74 lbs



H-FRAME DETAIL

NO SCALE

3



FRONT

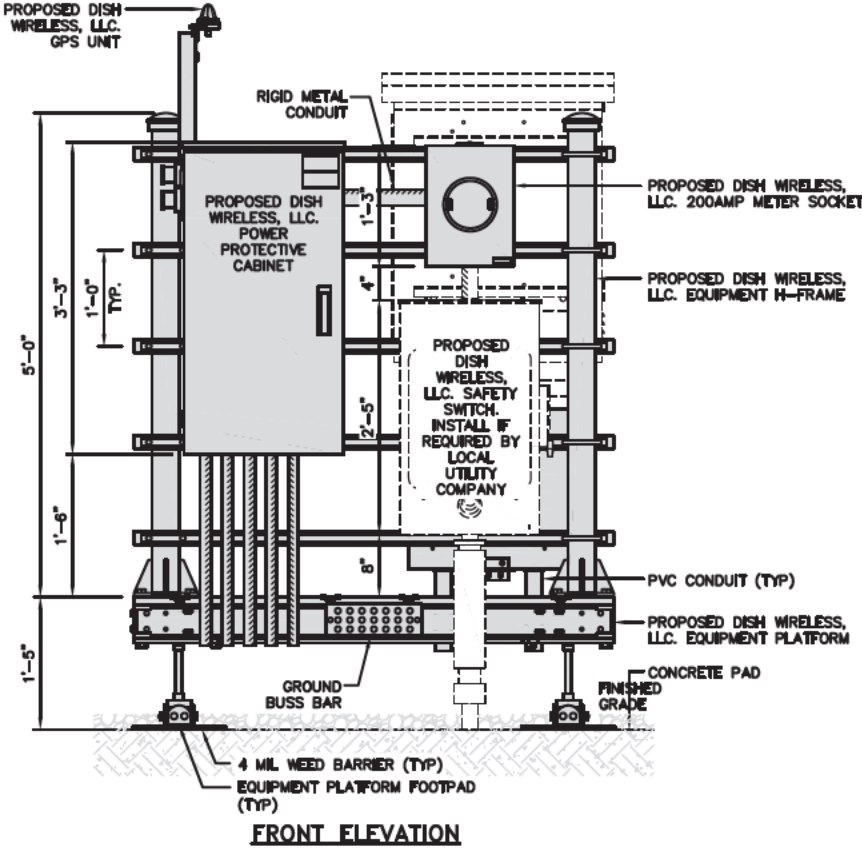
NOT USED

NO SCALE

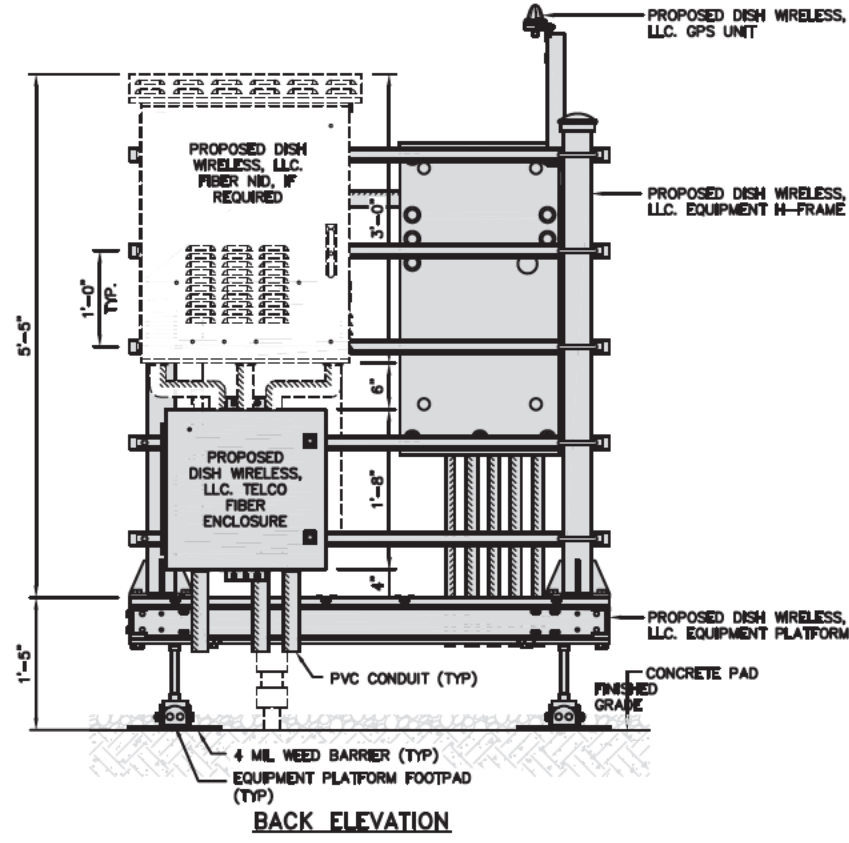
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NOTES

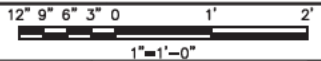
- CONTRACTOR TO BURY PLATFORM FEET WITH A MINIMUM OF 2" OF FILL PER EXISTING SITE SURFACE.
- WEED BARRIER FABRIC TO BE ADDED AT DISCRETION OF DISH WIRELESS, LLC. CONSTRUCTION MANAGER AT TIME OF CONSTRUCTION. ONE SHEET 8'x8' INSTALLED UNDER ALL FOUR FEET OF THE PLATFORM (4 MIL BLACK PLASTIC).
- EQUIPMENT CABINET OMITTED FOR CLARITY.



FRONT ELEVATION



BACK ELEVATION



5

H-FRAME EQUIPMENT ELEVATION



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A&E PROJECT NUMBER
2020.0185.0063

DISH WIRELESS, LLC.
PROJECT INFORMATION

CHCHI00113B
410 GREEN BAY ROAD
WINNETKA, IL 60093

SHEET TITLE
EQUIPMENT PLATFORM AND
H-FRAME DETAILS

SHEET NUMBER

A-3

DELTA HEX – 24 CORE

ESOA600-HCB04-PD02

DIMENSIONS (HxWxD)	75"x32"x34.5"(46")
TOTAL WEIGHT	1100 LBS (TO BE VERIFIED)

BACK

SIDE

PLAN

FRONT

RAYCAP PPC

RDIAC-2465-P-240-MTS

ENCLOSURE DIMENSIONS (HxWxD):	39"x22.855"x12.593
WEIGHT:	80 lbs
OPERATING AC VOLTAGE	240/120 1 PHASE 3W+G

BACK

SIDE

FRONT

SIDE

TOP

SQUARE D SAFETY SWITCHES

D224NRB

ENCLOSURE DIM (HxWxD)	29.25"x19.00"x8.50"
ENCLOSURE TYPE	NEMA 3R RAINPROOF
UL LISTED	FILE E-2875

SIDE

FRONT

TOP

CABINET DETAIL

NO SCALE

1

EATON METER SOCKET

UNRRS213BEUSE

METER SOCKET TYPE	RING
ENCLOSURE DIM (HxWxD)	16"x12"x6"
MAIN AMPERE RATING	200A
WEIGHT	18 LBS

SIDE

BACK

FRONT

PLAN

CHARLES CFIT-PF2020DSH1

FIBER TELCO ENCLOSURE

ENCLOSURE DIMS (HxWxD)	20"x20"x9"
ENCLOSURE WEIGHT	20 lbs
MOUNTING	WALL
COMPLIANCE	TYPE 4

SIDE

BACK

FRONT

FIBER TELCO ENCLOSURE DETAIL

NO SCALE

6

NOT USED

NO SCALE

7

NOT USED

NO SCALE

8

NOT USED

NO SCALE

9

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WINNETKA, IL 60093

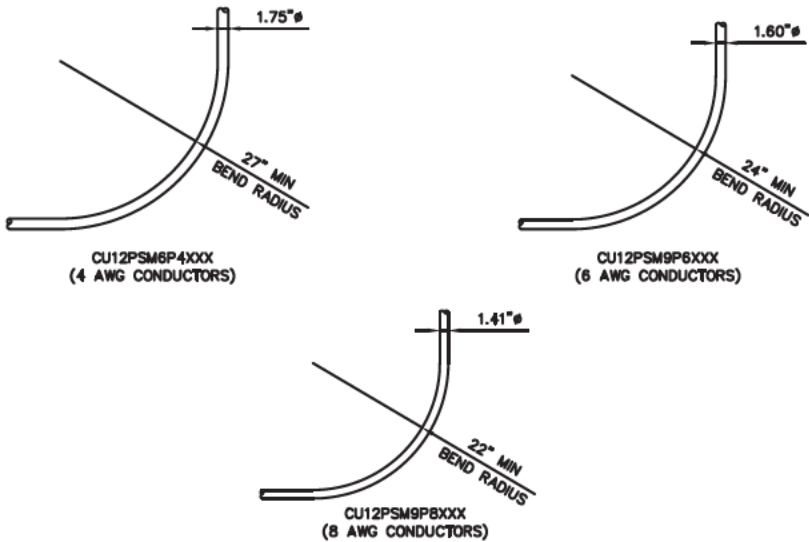
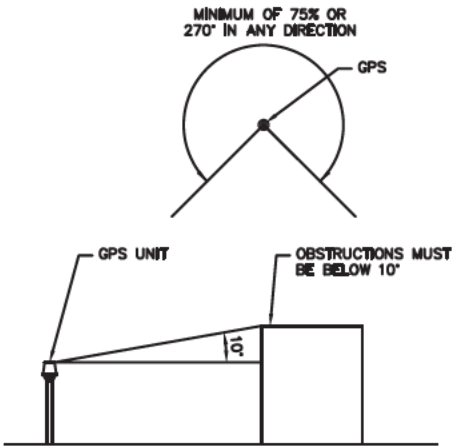
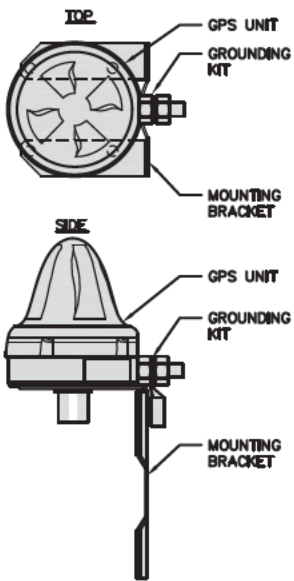
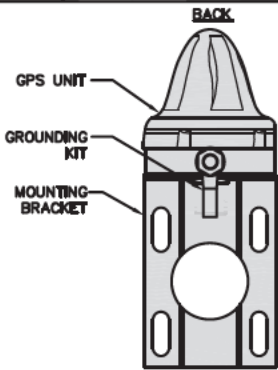
SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER

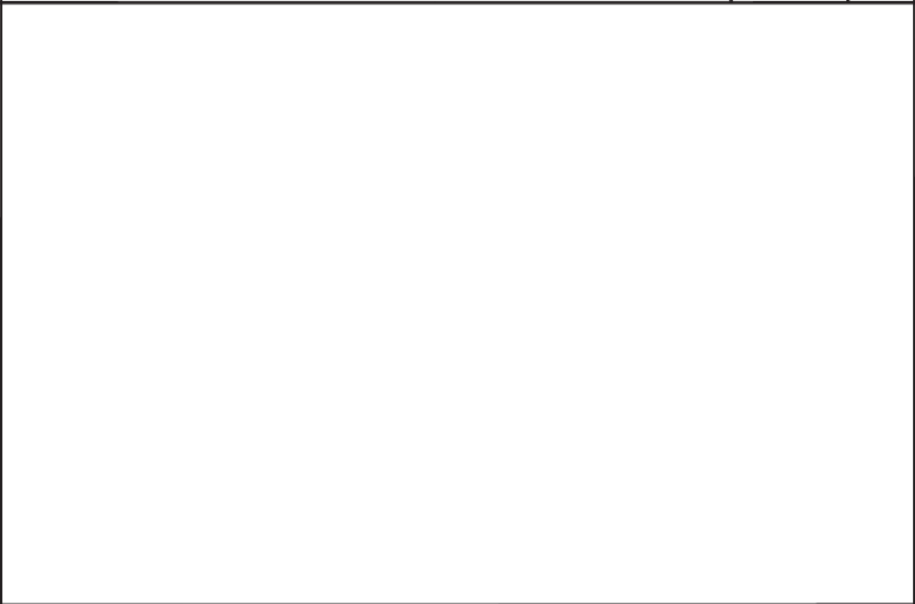
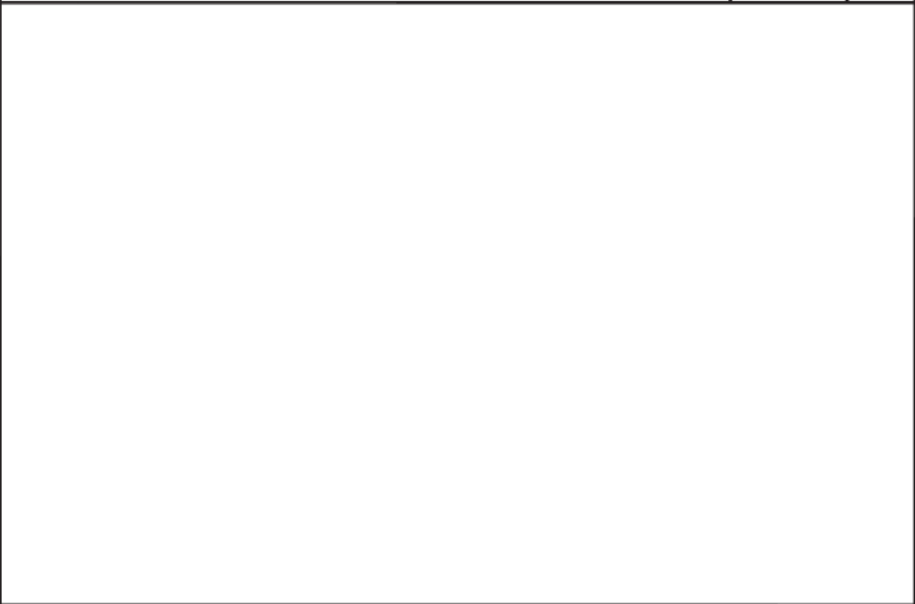
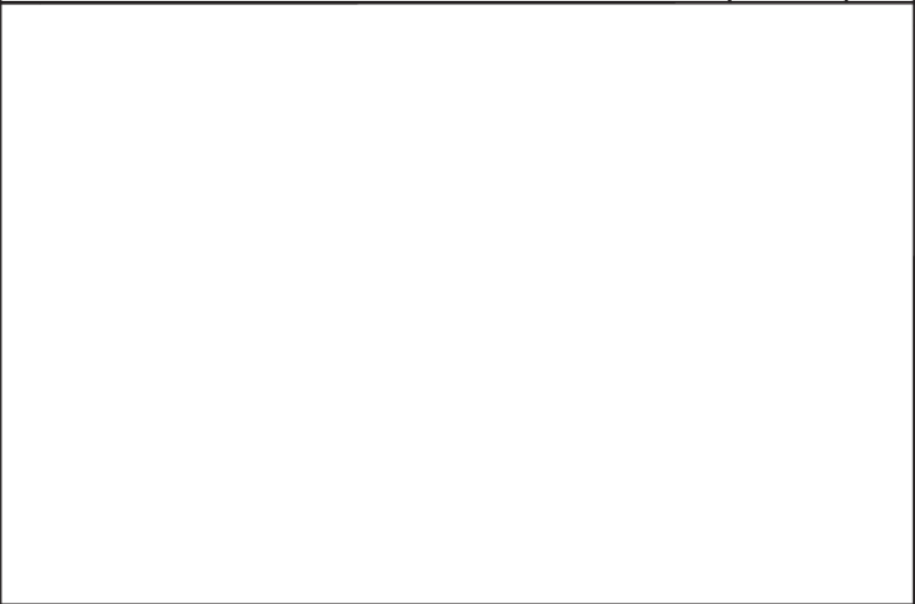
A-4

Page 346 of 363

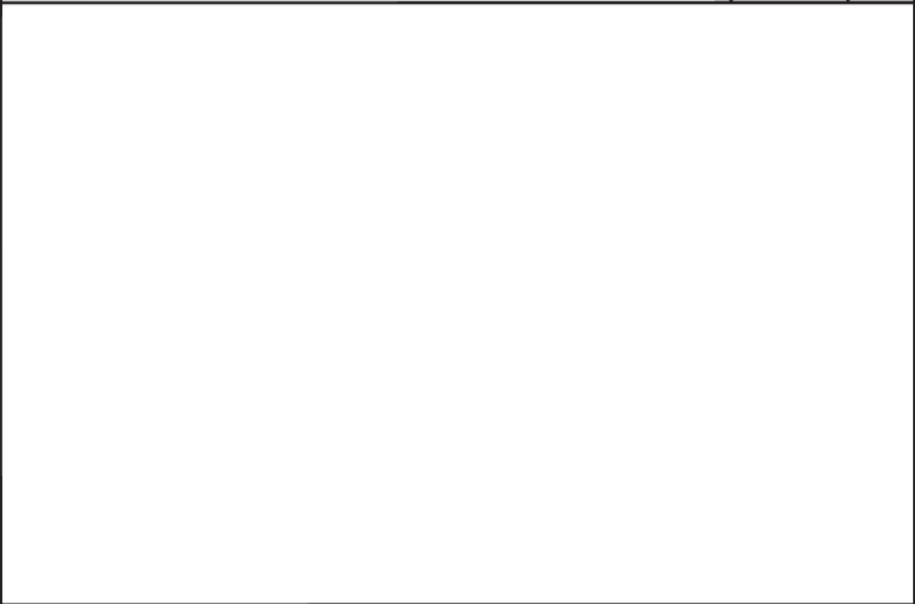
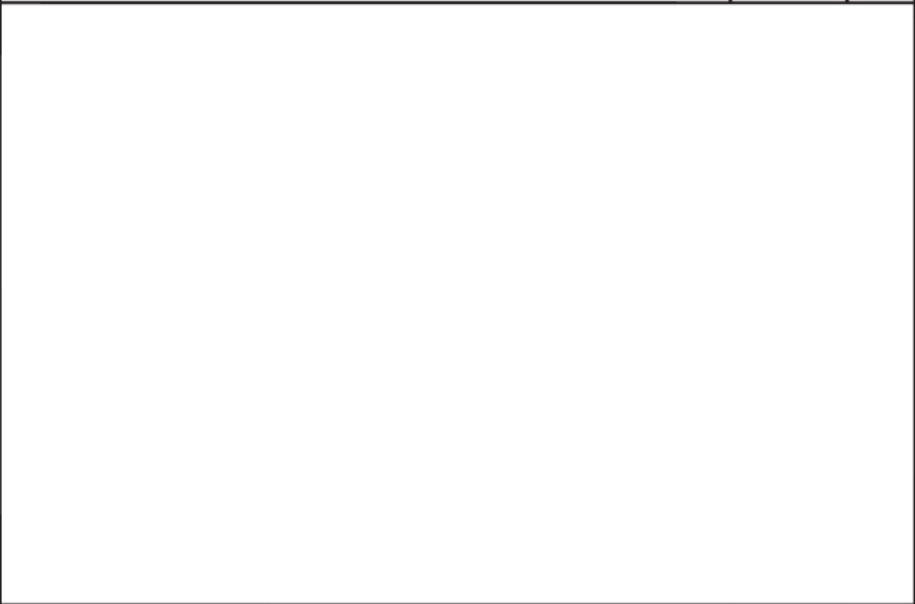
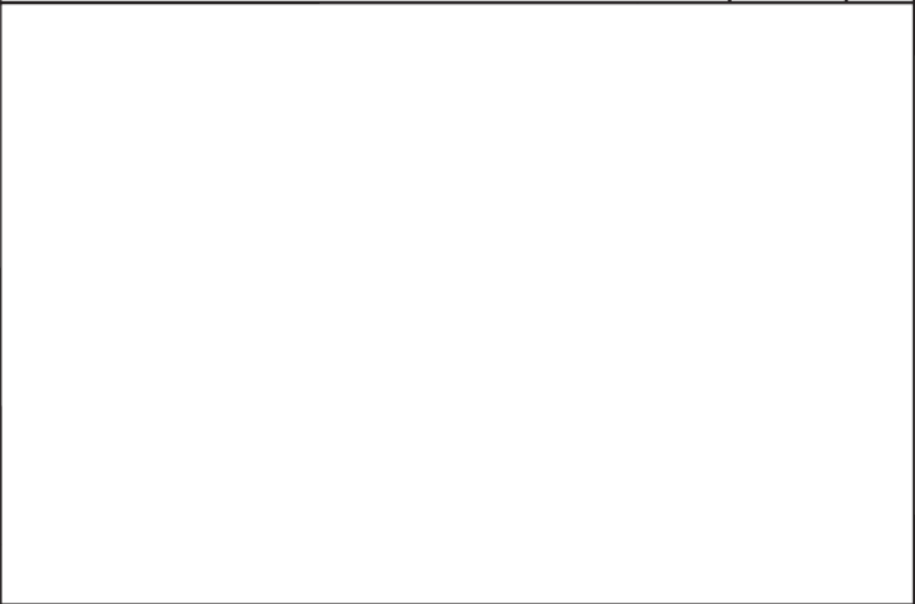
ROSENBERGER GPSGLONASS-36-N-S	
DIMENSION (DIA x H)	69mm x 98.5mm
WEIGHT (WITH ACCESSORIES)	515.74g
CONNECTOR	N-FEMALE
FREQUENCY RANGE	1559 MHz ~ 1610.5MHz



GPS ANTENNA DETAIL	NO SCALE	1	GPS MINIMUM SKY VIEW REQUIREMENTS	NO SCALE	2	CABLES UNLIMITED HYBRID CABLE MINIMUM BEND RADIUSES	NO SCALE	3
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NOT USED	NO SCALE	4	NOT USED	NO SCALE	5	NOT USED	NO SCALE	6
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NOT USED	NO SCALE	7	NOT USED	NO SCALE	8	NOT USED	NO SCALE	9
----------	----------	---	----------	----------	---	----------	----------	---



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DISH WIRELESS, LLC.
PROJECT INFORMATION

CHCHI00113B
410 GREEN BAY ROAD
WINNETKA, IL 60093

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER

A-5

SAMSUNG - LOW BAND
SFG-ARR3J601DI_RF4450T-71A

DIMENSIONS (HxWxD)	15"x16.5"x11"
WEIGHT	94.6 lbs
CONNECTOR TYPE	4.3-10 RF CONNECTOR
INPUT VOLTAGE	-48VDC (-36 to 58 VDC)

PLAN

BACK

SIDE

FRONT

RRH DETAIL

NO SCALE

1

SAMSUNG - MID BAND
SFG-ARR3KM01DI_RF4451D-70A

DIMENSIONS (HxWxD)	15"x15"x8.9"
WEIGHT	61.3 lbs
CONNECTOR TYPE	4.3-10 RF CONNECTOR
INPUT VOLTAGE	-48VDC (-36 to 58 VDC)

PLAN

BACK

SIDE

FRONT

RRH DETAIL

NO SCALE

2

COMMSCOPE
RR-FA2 LARGE STABILIZER

DIMENSIONS (HxWxD)	16.4"x8.5"x18"
WEIGHT	39.2 lbs

PLAN

SIDE

NOTE:
OR DISH Wireless L.L.C.
APPROVED EQUIVALENT

RRH MOUNT DETAIL

NO SCALE

3

RAYCAP RDIDC-9181-PF-48
DC SURGE PROTECTION (OVP)

DIMENSIONS (HxWxD)	18.98"x14.39"x8.15"
WEIGHT	21.82 LBS

SIDE

BACK

FRONT

SURGE SUPPRESSION DETAIL (OVP)

NO SCALE

4

JMA WIRELESS
MX08FRO665-21 ANTENNA

DIMENSIONS (HxWxD)	72.0"x20.0"x8.0"
TOTAL WEIGHT	64.5 LB
RF PORTS, CONNECTOR TYPE	8 x 4.3-10 FEMALE

PLAN

BACK

SIDE

FRONT

ANTENNA DETAIL

NO SCALE

5

CELLMAX 12044x
CMA-UBTULBULBHH/6516/16/21/21

DIMENSIONS (HxWxD)(MM/IN)	1840x680x196 72.4"x26.7"x7.7"
TOTAL WEIGHT (kg/lb)	48 kg/105 lbs
CONNECTORS	8 x 4.3-10 FEMALE

SIDE

FRONT

ANTENNA DETAIL

NO SCALE

6

COMMSCOPE XP-2040
CROSSOVER PLATE

DIMENSIONS (HxW)	10"x12"
WEIGHT	11.023 LBS

PLAN U-BOLT

SIDE U-BOLT

PLAN PLATE

SIDE PLATE

CROSSOVER PLATE

ANTENNA PLATFORM (NOT INCLUDED)

ANTENNA PIPE MOUNT (NOT INCLUDED)

OPTION OF EITHER SQUARE OR CIRCULAR U-BOLT

RRH/OVP MOUNT DETAIL

NO SCALE

8

COMMSCOPE
MC-K6MHDx-9-96

FACE WIDTH	7'-0"
WEIGHT	1203.31 lbs

NOTE: 15" TO 50" O.D.

FACE PIPE

ANTENNA PIPE

7'-0"

40"

T-ARM MOUNT DETAIL

NO SCALE

9

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

Fullerton

DESIGN DEVELOP CONSTRUCT

1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
DESIGN FIRM NO. 184.008202-0006
www.fullerton-us.com

NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

DRAWN BY:

CHECKED BY:

APPROVED BY:

LA

DZ

DS

RFDS REV #

1

ZONING
DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	1/15/24	ISSUED FOR REVIEW
0	1/31/24	ZONING DRAWINGS
1	3/25/24	ZONING DRAWINGS
2	4/5/24	REVISION

A&E PROJECT NUMBER

2020.0185.0063

DISH WIRELESS, LLC.
PROJECT INFORMATION

CHCHI00113B
410 GREEN BAY ROAD
WINNETKA, IL 60093

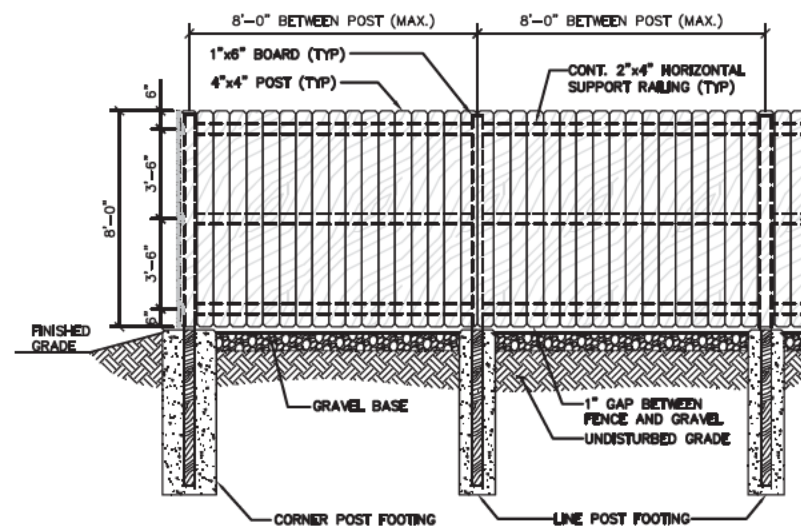
SHEET TITLE

EQUIPMENT DETAILS

SHEET NUMBER

A-6

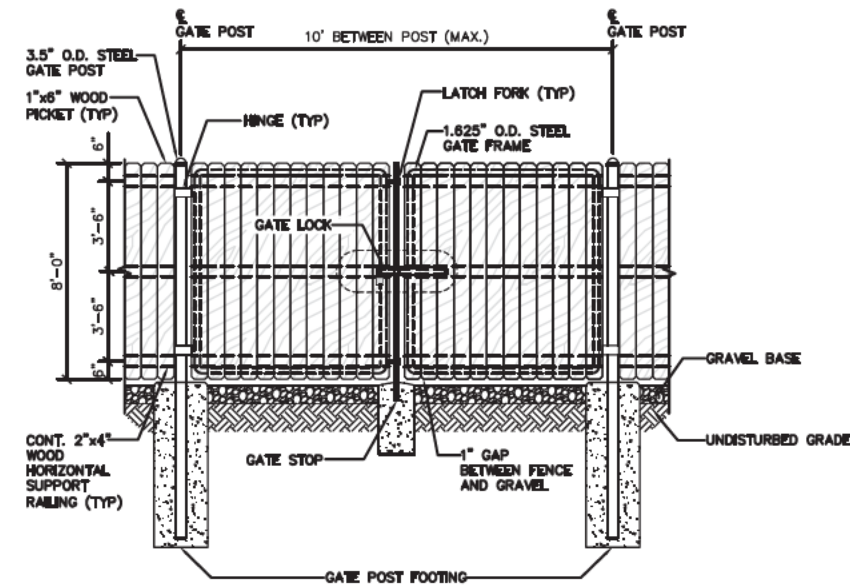
Page 348 of 363



FENCE DETAIL

NO SCALE

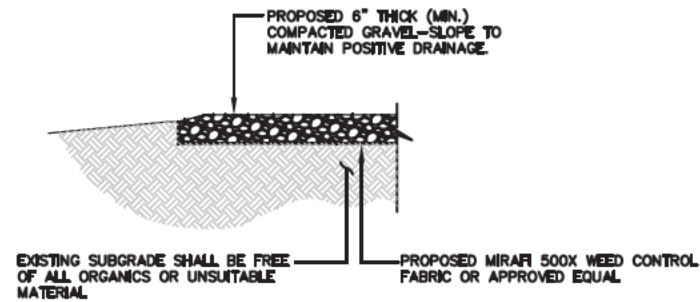
1



GATE DETAIL

NO SCALE

2



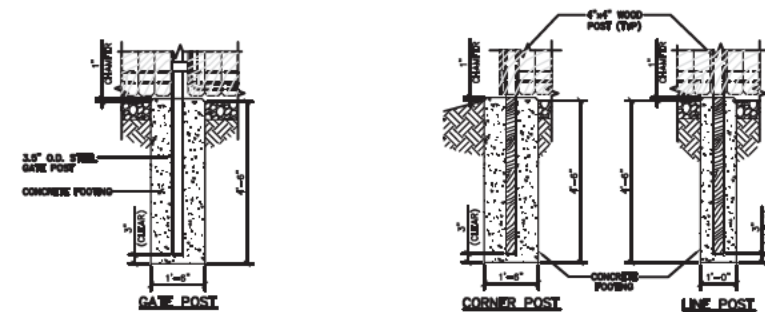
NOTE:

WEED CONTROL FABRIC SHALL BE USED UNDER ENTIRE PROPOSED GRAVELED AREA.
CONTRACTOR SHALL INSTALL FABRIC PER MANUFACTURER'S RECOMMENDATIONS.

YARD DETAIL

NO SCALE

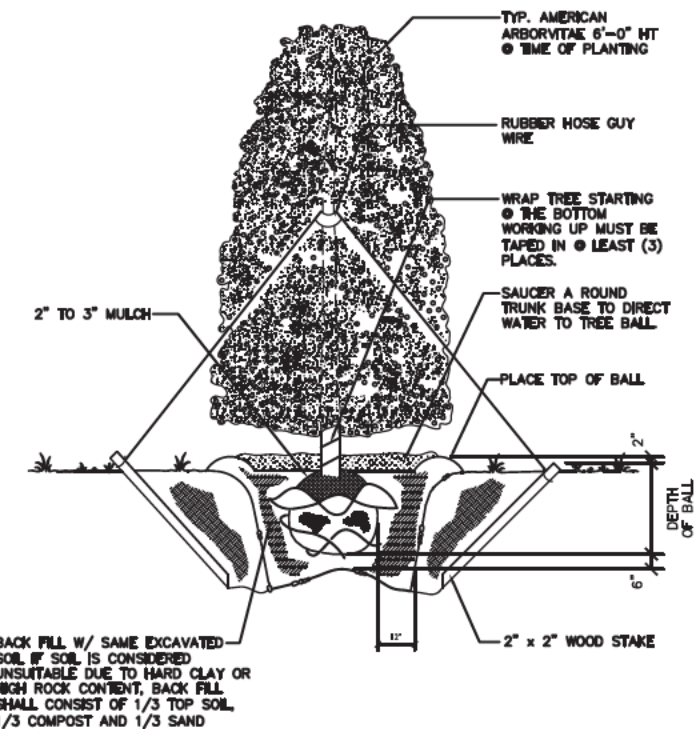
3



POST FOUNDATION DETAILS

NO SCALE

4



QUANTITY	COMMON NAME	BOTANICAL NAME
8	AMERICAN ARBORVITAE	THUJA OCCIDENTALIS

TRUNK CALIPER	PLANTING SIZE	PLANTING METHOD	DESIGN SIZE	
			SPREAD	HEIGHT
3-1/2" MIN.	6'-0"	B & B	5'-0"	8'-0"

NOTES:

1. EXCAVATE "PLANTING PIT" TWICE THE DIAMETER OF BALL & 6" GREATER IN DEPTH. LOOSEN SUBSOIL W/PICK TO ENSURE POROSITY. PLACE 6" PEAT MOSS IN 'PLANTING PIT' & TAMP. SELECT BEST VIEWING ANGLE, LIFT STOCK BY BALL & PLACE IN 'PLANTING PIT'. UNWRAP TOP HALF OF BALL BACKFILL W/MIXTURE 1/3 PEAT MOSS-2/3 TOP-SOIL & TAMP. WRAP TRUNK W/PAPER TAPE TO FIRST BRANCH & SECURE TO STAKE W/RUBBER HOSE GUY WIRE. LAY-IN (POROUS) FABRIC WEED BARRIER & FORM 3" SAUCER TO ENCIRCLE STOCK. FILL W/3" SHREDDED WOOD & STOCK MULCH. FLOOD IMMEDIATELY & WATER FREQUENTLY.
2. PLANT SIZES SPECIFIED ARE MINIMUM ACCEPTABLE.
3. IRRIGATION DESIGN, IF REQUIRED, NOT INCLUDED



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
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OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
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LA	DZ	DS
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RFDS REV # 1

ZONING
DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	1/15/24	ISSUED FOR REVIEW
0	1/31/24	ZONING DRAWINGS
1	3/25/24	ZONING DRAWINGS
2	4/5/24	REVISION

A&E PROJECT NUMBER
2020.0185.0063

DISH WIRELESS, LLC.
PROJECT INFORMATION

CHCHI00113B
410 GREEN BAY ROAD
WINNETKA, IL 60093

SHEET TITLE
SITE DETAILS

SHEET NUMBER

A-7

Chapter 17.52

WTSF WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES OVERLAY DISTRICT

Section 17.52.010 WTSF, Wireless Telecommunications Service Facilities Overlay District regulations.

A. District Purpose. The requirements set forth in this chapter, together with other provisions set forth in the Building Code of the Village, have been adopted in order to establish regulations that will promote telecommunications service coverage within the Village while maintaining the integrity and character of the underlying zoning districts by establishing policies that deal with the issues of demand, visual mitigation, engineering, residual impacts and facility siting so as to minimize to the extent possible the amount of aesthetic degradation, property devaluation and safety implications related to the siting of WTSF. The requirements set forth in this chapter are further intended to encourage the placement of WTSF in locations that have the least impact on the character of existing single-family development in the Village and to encourage the placement of WTSF in locations and with equipment that are compatible with the external architectural scale, landscaping and other improvements in the immediate neighborhood.

B. Definitions. When used in this section, the following terms shall have the following meanings:

"Antenna" means any device or array that transmits and/or receives electromagnetic signals for voice, data or video communications purposes including, but not limited to television, AM/FM radio, microwave, cellular telephone and similar forms of communications.

"Applicant" means the person, entity, association, partnership, corporation, trust making application to the Village for the siting, construction, installation or modification of wireless telecommunication services facilities for personal wireless services, including both the telecommunications service provider and the owner of the property which is the subject of the application.

"Cabinet" means an exterior casing or console or other enclosure having horizontal dimensions of not more than four feet by six feet, and used to protect and provide security for equipment associated with one or more antennas.

"Concealed facility" means a wireless communications facility used as a mounting structure for antennas, which is designed to resemble a natural object, or architectural feature that is not a wireless communication facility, such as clock towers, bell steeples, light poles and similar alternative-designs.

"Co-use" and "collocation" mean the location and use of two or more antenna on a single monopole or mast.

"FAA" means the Federal Aviation Administration.

"FCC" means the Federal Communications Commission.

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WTSF WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES OVERLAY DISTRICT

"Height," when referring to monopole or mast, means the distance measured from the finished grade to the highest point on the structure, including the base pad and any antenna.

"IEPA" means the Illinois Environmental Protection Agency.

"Mast" means a thin, self-supporting pole, not more than fifty (50) feet high, which resembles a light standard or a telephone pole and is used as a support structure for antennas.

"Monopole" means a self-supporting pole over fifty (50) feet high, which consists of a single shaft which has either a solid or hollow core, and which is used as a support structure for antennas, but which has neither lattice framework nor external support devices such as guy wires.

"Personal wireless services and personal wireless service facilities" shall be defined in the same manner as in 47, United States Code, Section 332(c)(7)(C), as amended.

"Shelter" means a building solely for the protection and security of communications equipment associated with one or more antennas, where access to the equipment is gained from the interior of the building.

"Wireless telecommunication service facilities (WTSF)" means and includes antennas, masts, monopoles, cabinets, shelters and similar or related structures and equipment, and all such other facilities as defined in 47 U.S.C. Section 332(c)(7)(C), as amended from time to time, except that WTSF shall not include towers or essential public uses, as defined in this code.

C. Locations of Overlay Districts. The shaded areas shown on the Appendix to the Official Village of Winnetka Zoning Map are zoned WTSF Overlay, Wireless Telecommunications Service Facilities Overlay, which overlay districts are generally described as follows:

1. That part of the Winnetka Park District Golf Course lying along the west and south boundaries of that golf course where it abuts the Cook County Forest Preserve, for a distance of twenty-five (25) feet from each such boundary;
2. The Village of Winnetka Public Works Yards at 1390 Willow Road;
3. The southwest quadrant of the Village of Winnetka landfill at 1390 Willow Road, being the area within the following boundaries: beginning at the southwest corner of the landfill, extending from the southwest corner of the landfill along the boundary between the landfill and the Forest Preserve District to a point three hundred fifty (350) feet west of the east boundary of the landfill, then extending from that point due north for a distance of three hundred (300) feet along the east boundary of the landfill, then extending due west from that point to the boundary between the landfill and the Village of Winnetka compost facility, along a line parallel to the south boundary of the landfill, and the south along the boundary between the landfill and the compost facility to the point of beginning;

Chapter 17.52
WTSF WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES OVERLAY DISTRICT

4. The site of the Village of Winnetka Water and Electric Plant at Lake Michigan and Tower Road;

5. The site of the Village of Winnetka Public Safety Building, commonly known as 410 Green Bay Road;

6. The site of the golf netting poles at the eastern edge of the Winnetka Park District Golf Driving Range;

7. The C-1 and C-2 Zoning Districts.

D. Use. No building or premises shall be used, and no building or structure shall be erected or altered, within a WTSF Overlay District unless otherwise permitted in this title and except for the following uses, which shall be accessory uses to an existing use permitted in accordance with the underlying zoning district regulations:

1. Permitted Use. Subject to the terms and conditions of this section, monopoles, masts and antennas, with related cabinets or shelters, shall be permitted as accessory uses in the following WTSF Overlay Districts:

a. The portion of the west and south boundaries of the Winnetka Park District Golf Course, adjoining the Cook County Forest Preserve, for a distance of twenty-five (25) feet from each such boundary;

b. The Village of Winnetka Public Works Yards at 1390 Willow Road;

c. The southwest quadrant of the Winnetka landfill at 1390 Willow Road;

d. The site of the golf netting poles at the eastern edge of the Winnetka Park District Golf Driving Range;

e. The site of the Village of Winnetka Public Safety Building at 410 Green Bay Road, but only for the location of antenna and related cabinet or shelter; and

f. The site of the Village of Winnetka Water and Electric Plant at Lake Michigan and Tower Road, but only for the location of antennas and related cabinets or shelters.

2. Special Use. Subject to the conditions and requirements set forth in this section and in Chapter 17.56, antennas and related cabinets or shelters shall be permitted as special accessory uses in the WTSF Overlay District that overlays the C-1 and C-2 Zoning Districts.

E. Priority of Overlay Districts. To minimize the adverse visual impacts of WTSF and minimize the impact of WTSF on residential area, WTSF will be permitted only in the following order of preference for locating new WTSF:

1. First Priority. New WTSF in the specified portions of the west and south boundaries of Winnetka Park District Golf Course, and at 1390 Willow Road, and at the Winnetka landfill at 1390 Willow Road. Replacement of existing WTSF at the Village of Winnetka Water and Electric Plant and Public Safety Building;

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WTSF WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES OVERLAY DISTRICT

2. Second Priority. Replacement of golf netting poles on eastern edge of Winnetka Park District Golf Driving Range;

3. Third Priority. Antennas that are concealed facilities in the C-1 and C-2 Zoning Districts;

4. Fourth Priority. Wall-mounted antennas in the C-1 and C-2 Zoning Districts;

5. Fifth Priority. Roof-mounted antennas in the C-1 and C-2 Zoning Districts.

F. Zoning District Requirements. Unless otherwise specifically provided in this section, all uses and property in a WTSF Overlay District shall be subject to all applicable requirements of the underlying zoning district.

G. General Requirements. All WTSF, whether a permitted use or a special use, shall at all times comply with the following requirements:

1. Building Codes and Safety Standards. The WTSF shall meet or exceed all requirements of the Village Code and all other applicable local and state building codes, electrical codes and industry standards. If, upon inspection, the Village determines that a WTSF does not comply with any such code or standard and constitutes a danger to persons or property, then upon notice from the Zoning Administrator of Community Development to the owner of the WTSF, the owner shall bring the WTSF into compliance with such standards within the time specified in the notice. Failure to bring such facility into compliance within the specified time shall constitute grounds for the removal of the WTSF at the owner's expense.

2. Regulatory Compliance. The WTSF shall meet or exceed current standards and regulations of the FAA, FCC and any other federal or state agency with the authority to regulate antennas and support structures. In the event such standards or regulations are amended, then the owner shall bring the WTSF into compliance with the revised standards or regulations within six months of the effective date of the revision unless an earlier date is mandated by the regulatory agency. Failure to bring any WTSF into compliance with such revised standards and regulations as provided in this chapter shall constitute grounds for the removal of the WTSF at the owner's expense.

3. Lighting. No WTSF shall be lighted unless required by the FAA or other federal or state agency with authority to regulate. In the event such lighting is required, a description of the required lighting scheme shall be filed with the Zoning Administrator of Community Development as part of the application to site a WTSF.

4. Signs and Advertising. Unless required by state or federal law, or by a rule of a state or federal regulatory agency, no signs or advertising of any kind shall be placed on a WTSF.

5. Use of Shelter. No shelter shall be used for office purposes, for storage of materials or equipment not used directly in support of the WTSF, or for any similar use.

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WTSE WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES OVERLAY DISTRICT

6. Cat-Walks. No cat-walk or similar access platform may be installed on any monopole or mast.

H. Site Requirements--West and South Boundaries of Park District Golf Course. In addition to meeting all general requirements, the siting of monopoles in the specified portions of the west or south boundaries of the Park District Golf Course, adjoining the Cook County Forest Preserve, shall be subject to the following requirements:

1. Number of Sites. A maximum of two monopole sites shall be permitted.
2. Location of Monopoles. No monopole may be located within six hundred (600) feet of any single-family residence or within six hundred (600) feet of the northern edge of the Willow Road right-of-way. No monopole shall be located within three hundred (300) feet of another monopole.
3. Height. No monopole shall exceed a height of one hundred (100) feet.
4. Co-Use and Collocation. Each monopole shall serve two antenna sites for two telecommunications providers. Prior to issuance of any building permit, all applicants for the siting, construction, installation or modification of a monopole shall submit a notarized statement agreeing to make the proposed monopole available for use by one other telecommunications provider which will be located at the highest level on the monopole as is technically possible. The notarized statement will identify fifty (50) percent of the estimated costs to install the monopole which will be paid to the first telecommunications provider by the second provider as a one time co-use fee.
5. Color. Any part of a monopole, equipment cabinet or shelter that is below the tops of nearby streets or structures, shall be of a color that is harmonious with, and blends in with, such trees or structures. Unless otherwise required by the FAA, the FCC or any applicable federal or state agency, any part of a new monopole that extends above the tops of nearby trees or structures, shall be painted the color known as "overcast gray."
6. Park District Approval. The applicant shall submit proof acceptable to the Village that the applicant has a lease or license from the Winnetka Park District approving both the use of the Park District property and the site plan for the monopole, including the landscaping, fencing and location of the related cabinet or shelter.

I. Site Requirements--Public Works Yards at 1390 Willow Road. In addition to meeting all general requirements, the siting of monopoles at the Public Works Yards at 1390 Willow Road shall be subject to the following requirements:

1. Number of Sites. One monopole site shall be permitted.
2. Location of Monopole. The monopole shall be located behind the Village Yards and near to the Fire Training Tower.

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3. Height. The monopole shall not exceed a height of one hundred (100) feet, except that the height of the monopole may be increased an additional twenty (20) feet if the Village decides to collocate its radio antenna on top of the monopole.

4. Co-Use and Collocation. The monopole shall serve two antenna sites for two telecommunications providers. Prior to issuance of any building permit, any applicant for the siting, construction, installation or modification of the monopole shall submit a notarized statement agreeing to make the proposed monopole available for use by one other telecommunications provider which will be located at the highest level on the monopole as is technically possible. The notarized statement will identify fifty (50) percent of the estimated costs to install the monopole which will be paid to the first telecommunications provider by the second provider as a one time co-use fee.

5. Design.

a. Color. Any part of a monopole, equipment cabinet or shelter that is below the tops of nearby trees or structures, shall be of a color that is harmonious with, and blends in with, such trees or structures. Unless otherwise required by the FAA, the FCC or any applicable federal or state agency, any part of a new monopole that extends above the tops of nearby trees or structures, shall be painted the color known as "overcast gray,"

b. Site Enclosure. A six and one-half foot high solid material security fence with locked gate shall enclose the monopole and equipment cabinets or shelters. Equipment cabinets or shelters shall be located inside the security fence and above ground.

c. Landscaping is not required at this site.

6. Additional Permit Requirements. No application for a building permit for construction of any WTSF at this site shall be processed unless the site has been approved by the IEPA and the Village Engineer, and the Village Council has approved a lease agreement for the monopole to be located on its land.

J. Site Requirements--Winnetka Sanitary Landfill. In addition to meeting all general requirements, the siting of masts at the sanitary landfill at 1390 Willow Road shall be subject to the following requirements:

1. Number of Sites. A maximum of four masts shall be permitted.
2. Location of Masts. All masts shall be located on the southwest quadrant of the landfill.
3. Height. No mast shall exceed a height of fifty (50) feet.
4. Co-use and collocation are prohibited at this site.
5. Design.

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WTSF WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES OVERLAY DISTRICT

a. Color. Unless otherwise required by the FAA, the FCC or any applicable federal or state agency, any new part of a new mast shall be painted the color known as "overcast gray."

b. Site Enclosures. A six and one-half foot high solid material security fence with locked gate shall enclose the mast and equipment cabinets or shelters. Equipment cabinets and shelters shall be located inside the security fence and above ground.

c. Landscaping is not required at this site.

6. Additional Permit Requirements. No application for a building permit for construction of any WTSF at this site shall be processed unless the site has been approved by the IEPA and the Village Engineer, and the Village Council has approved a lease agreement for the monopole to be located on its land,

K. Site Requirements--Golf Netting Poles Adjacent to Golf Driving Range. In addition to meeting all general requirements, the siting of monopoles at the Winnetka Park District Golf Course Driving Range shall be subject to the following requirements:

1. Number and Characteristics. Two monopoles may replace two existing golf netting poles; provided that, each monopole serves as a golf netting support.

2. Location of Monopoles. Each monopole shall be located on the eastern edge of the Winnetka Park District Golf Driving Range, but shall not be located within six hundred (600) feet of any single-family residence.

3. Height. Height shall not exceed eighty (80) feet.

4. Co-Use and Collocation are prohibited at this site.

5. Color. Any part of a monopole, equipment cabinet or shelter that is below the tops of nearby trees or structures, shall be of a color that is harmonious with, and blends in with, such trees or structures. Unless otherwise required by the FAA, the FCC or any applicable federal or state agency, any part of a new monopole that extends above the tops of nearby trees or structures, shall be painted the color known as "overcast gray."

6. Park District Approval. The applicant shall submit proof acceptable to the Village that the applicant has a lease or license from the Winnetka Park District approving the use of Park District property and a site plan for the monopole, including the landscaping, fencing and location of the related cabinet or shelter, and approving the color of the monopole.

7. Network Description. All applications for monopoles under this subsection shall include a written statement demonstrating how the proposed WTSF fits into the applicant's current and planned telecommunications network for the villages of Wilmette, Glenview, Kenilworth, Northfield, Northbrook, Deerfield, Glencoe and Highland Park.

Chapter 17.52
WTSF WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES OVERLAY DISTRICT

L. Site Requirements--Power Plant Smoke Stack. In addition to meeting all general requirements, the siting of antennas at the water and electric plant at Tower Road and Lake Michigan shall be subject to the following requirements:

1. Number. A total of four antenna sites may be installed at this site.
2. Location of Antenna. The antennas shall be located on existing cat-walks on the power plant smoke stack.
3. Co-use and collocation are not applicable at this site.
4. Design.
 - a. Color. Any part of a new antenna shall be painted a color that is harmonious with, and blends in with the smoke stack.
 - b. Fencing is not required at this site.
 - c. Landscaping is not required at this site.
 - d. Equipment Cabinets and Shelters. Equipment cabinets and shelters shall be placed in a location approved by the Village as owner of the property. The location shall be either inside the power plant or in a place on top of the power plant roof that is not visible from any single-family residence.
5. Additional Permit Requirements. No application for a building permit for construction of any WTSF at this site shall be processed unless the site has been approved by the Director of Water and Electric, and the Village Council has approved a lease agreement for the proposed antenna array.

M. Site Requirements--Monopole at 410 Green Bay Road. In addition to meeting all general requirements, the siting of antennas at the Public Safety Building at 410 Green Bay Road shall be subject to the following requirements:

1. Number. One antenna site for one telecommunications provider may be located on the Village's monopole at 410 Green Bay Road.
2. Location. The monopole shall be permitted at any location adjacent to the Public Safety Building, as determined solely by the Village Council in the exercise of its discretion. The antenna on the monopole shall be located after the Village antennas for police, fire and other municipal services are placed on the monopole.
3. Height. The height of the monopole shall not exceed one hundred ten (110) feet.
4. Co-use and collocation are prohibited at this site, so as to assure that space is reserved for future Village radio communication antennas, which are an essential public use.
5. Design.

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WTSF WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES OVERLAY DISTRICT

a. Color. Any part of the monopole and any part of an antenna that is below the tops of nearby trees or structures, shall be of a color that is harmonious with, and blends in with, such trees and structures. Unless otherwise required by the FAA, the FCC or any applicable federal or state agency, any part of the monopole or of any antenna that extends above the tops of nearby trees or structures, shall be painted the color known as "overcast gray."

b. Fencing is not required at this site.

c. Landscaping. The monopole shall be surrounded by a landscape strip of not less than ten (10) feet in width and planted with materials which will provide a visual barrier to a minimum height of twenty (20) feet.

d. Equipment Cabinets and Shelters. All equipment cabinets and shelters shall be located inside the Public Safety Building in a location that the Council of the Village of Winnetka, in the exercise of its discretion, determines will not interfere with the Village's police, fire and emergency operations.

6. Additional Permit Requirements. No application for a building permit for construction of any WTSF at this site shall be processed unless the Council of the Village of Winnetka have approved a lease agreement for the monopole to be located on Village land.

N. Site Requirements--C-1 and C-2 Zones. In addition to meeting all general requirements, the siting of antennas in the C-1 and C-2 Zoning Districts shall be subject to the following requirements:

1. Network Description. All applications for antennas under this subsection shall be accompanied by a statement demonstrating how the proposed WTSF fits into the applicant's current and planned telecommunications network for the villages of Wilmette, Glenview, Kenilworth, Northfield, Deerfield, Glencoe and Highland Park.

2. Permitted Antenna Arrays. The following types of antenna arrays may be located in the C-1 and C-2 Zoning Districts, in order of their preference:

a. Concealed antennas may be located within the architectural features of an existing structure;

b. Antennas may be mounted on the walls of an existing, conforming structure; and

c. Antennas may be placed on the roof of an existing structure.

3. Concealed Antennas.

a. Location. Antennas shall be located at least two hundred fifty (250) feet from any single-family residence.

b. Height. Antennas shall not exceed the height requirements of the C-1 or C-2 Zoning District, except that an antenna may be concealed in or on an existing structure that is of a legally nonconforming height without increasing the degree of nonconformity.

Chapter 17.52
WTSF WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES OVERLAY DISTRICT

c. Co-Use and Collocation. Co-use and collocation may be permitted; provided, all standards for special uses have been met.

d. Design. Color, fencing and landscaping requirements are not applicable to concealed antennas.

e. Equipment Cabinets and Shelters. All electronic and other related equipment and appurtenances necessary for the operation of any WTSF shall be located within an existing, conforming structure or concealed completely below grade.

4. Wall-Mounted Antennas.

a. Location. Antennas shall be placed on the side of an existing structure and shall be located at least two hundred fifty (250) feet from any single-family residence.

b. Height. Antennas shall not exceed the height limitation of the C-1 or C-2 Zoning District, except that an antenna may be wall-mounted on an existing structure that is of a legally nonconforming height without increasing the degree of nonconformity.

c. Co-Use and Collocation. Two antenna sites for two telecommunications providers are allowed per existing structure.

d. Design.

i. Color of Antennas. Antennas attached to the side of an existing structure shall be of a color identical to or closely compatible with the surface to which they are mounted.

ii. Fencing and landscaping requirements are not applicable.

iii. Equipment Cabinets and Shelters. All electronic and other related equipment and appurtenances necessary for the operation of any WTSF shall be located within a lawfully pre-existing structure or concealed completely below grade.

e. Architectural Compatibility. Wall-mounted antennas shall be architecturally compatible with the structure on which they are mounted, and designed and located so as to minimize any adverse aesthetic impact.

f. Mounting Requirements. Wall-mounted antennas shall be mounted in a configuration as flush to the wall as technically possible and shall not project above the wall on which they are mounted unless for technical reasons the antennas need to project above the roof line. If required to project above the roof line, the antennas may not project above the parapet of the roof by more than ten (10) feet.

g. Set Back. No wall-mounted antennas, antenna array, or support structure shall be erected or maintained closer to any street than the minimum set back for the zone in which it is located.

5. Roof-Mounted Antennas.

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a. Location. Antennas shall be located on the roof of an existing structure and must be located at least two hundred fifty (250) feet from any single-family residence.

b. Height. No portion of the antennas may extend more than ten (10) feet above the parapet of the roof.

c. Co-Use and Collocation. Collocation of multiple antenna sites on the roof of an existing structure is prohibited.

d. Design.

i. Color of Antennas. Any part of a new antenna that is adjacent to an existing structure shall be of neutral color that is harmonious with, and blends in with, the structure surrounding such facility. Unless otherwise required by the FAA, the FCC or any applicable federal or state agency, any part of a new antenna that extends above the tops of nearby structures, shall be painted the color known as "overcast gray."

ii. Fencing and landscaping requirements are not applicable.

iii. Equipment Cabinets and Shelters. All electronic and other related equipment and appurtenances necessary for the operation of any WTSF shall be located within a lawful pre-existing structure or concealed completely below grade.

O. Abandonment. Any WTSF no longer used for its original communications purpose shall be removed at the owner's expense. The owner and applicable co-users shall provide the Village with a copy of any notice to the FCC of the intent to cease operations and shall have ninety (90) days from the date of ceasing operations to remove the WTSF and any related facilities. In the case of co-use, this provision shall not become effective until all users cease operations. Any WTSF not in use for a period of one year shall be deemed a public nuisance and may be removed by the Village at the owner's expense.

P. Letter of Credit. Prior to the issuance of a building permit the Village requires that the owner or operator must deposit with the Village a cash bond or irrevocable letter of credit in the amount of five thousand dollars (\$5,000.00) in a form acceptable to the Village. The letter of credit or cash bond is intended to ensure the faithful performance of all conditions required of the owner or operator, including, but not limited to, the removal of the WTSF.

Q. Transfer of Certificate or Permit. Because the construction and operation of any WTSF is permitted only as an accessory use, neither the certificate of zoning use and occupancy nor a special use permit for the construction and operation of any WTSF shall create a property right that runs with the land. The transfer of any such certificate or permit by assignment, subleasing, sale or otherwise shall be prohibited unless the transferee applies for and obtains all necessary approvals from the Village pursuant to this code.

R. Application Requirements. All applications for building permits and special use permits for the construction, installation, replacement or modification of any WTSF shall contain the information set forth in this subsection, which shall be in addition to the

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building permit application requirements of Title 15 of this code and in addition to the special use application requirements of this chapter. The information may be provided by using any combination of site plans, surveys, maps, technical reports or written narratives. An application shall not be deemed complete and shall not be processed until the applicant has submitted all of the required permit application information, including all additional information requested by the Zoning Administrator of Community Development. The date as of which all such information has been filed shall be deemed the date of filing.

1. Siting Priorities. No WTSF shall be permitted at any site in a WTSF Overlay District unless all sites having a higher location priority, as established by this section, have been fully utilized or the applicant submits engineering data, certified by the appropriate Illinois licensed professional, establishing to the satisfaction of the Village that the use of a higher priority location is not technically feasible and that the requested location is a matter of engineering necessity;

2. A scaled site plan clearly indicating the location, type and height of the proposed WTSF, on-site land uses and zoning, adjacent land uses and zoning, adjacent roadways, proposed means of access, set backs from property lines, elevation drawings of the proposed monopole, mast, building, antenna array, fencing, landscaping, and all other items required by this title;

3. A current map and aerial showing the location of the proposed WTSF;

4. A map indicating the approximate distance between the proposed WTSF and the nearest single-family residential unit;

5. A landscape plan showing specific landscape materials;

6. Method of fencing and finished color and, if applicable, the method of concealment and illumination;

7. Structural Engineering Certifications. All applications shall be accompanied by the certification of a structural engineer licensed by the state, which shall state that the proposed WTSF is utilizing the best materials and technology available to minimize the diameter of the monopole and antenna and that the proposed means of support for the antenna is structurally sound. Where collocation is required, the structural engineer's certification shall address the silhouette and structural integrity of the proposed WTSF for use and occupancy by two telecommunications providers;

8. A notarized letter signed by the applicant representing and warranting that the WTSF will comply with all applicable federal and state laws and regulations and with the Village Code and, where collocation is required, that the monopole will accommodate collocation of one additional array of antennas for one future user; and

9. Permits and Licenses Required. No applications for a special use permit or permit to construct, use or occupy a WTSF site will be processed unless it is accompanied by an authenticated copy of the applicant's or owner's FCC license to operate as a personal

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wireless provided (if required to be so licensed by the FCC) and, where the applicant or owner is not the licensee, by copies of signed agreements with an FCC licensed personal wireless services provider (if required to be so licensed by the FCC) for the use or lease of the WTSF.

S. Processing of Applications. All applications for building permits and special use permits for the construction, installation, replacement or modification of a WTSF shall be submitted and processed in the manner provided in Title 15 of this code, except that the certificate of appropriateness of design provisions of Section 15.40.010 shall not apply. In addition to meeting the procedures of Title 15, the following procedures shall apply to all such applications for building permits and special uses:

1. Decision of Zoning Administrator. Within a reasonable time after the complete application is received by the Zoning Administrator shall either approve the application as submitted, approve the application subject to such modifications and conditions as the Zoning Administrator may deem reasonably necessary to protect the safety or general welfare of the citizens of the Village, or deny the application. Any decision either to approve an application subject to modifications or conditions or to deny an application shall be made in writing and shall state the specific reasons for the modifications, conditions or denial.

2. Third Party Technical Review. All applications for special use or for use of the golf netting poles shall be subject to technical review by an independent expert. The Village may require such a technical review for other applications for the siting of WTSF facilities if the Zoning Administrator of Community Development determines that such review is necessary due to technical issues raised by the application. The scope of all third party technical reviews shall be as defined in subsection T of this section. All such reviews shall be conducted at the sole expense of the applicant.

3. Appeals from a decision of the Zoning Administrator of Community Development shall be taken to the Village Council within thirty (30) days after the Zoning Administrator's decision.

4. If the Village Council determines that the application meets requirements of this title, it shall direct that the building permits are issued.

5. If the Village Council determines that the application does not meet the requirements of this title, it shall enter a written order denying the appeal and setting forth specific findings of fact, consistent with the guidelines, requirements and considerations established in this chapter, upon which the denial is based.

6. The decision of the Village Council on an appeal from the Community Development Zoning Administrator's denial of a building permit application for a WTSF shall be final.

T. Technical Review Procedures. All required technical reviews shall be performed according to the following procedures:

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1. Selection of Expert. The Village shall select a qualified expert to perform the technical review. The Village may select the expert with the agreement of the applicant. In the alternative, at the sole discretion of the Village, the Village may select the expert; provided that, the applicant and interested parties are given a reasonable opportunity to review and comment on the proposed expert and review his/her qualifications.

2. Scope of Review. The technical review is intended to be a site-specific review of technical aspects of the WTSF and not a subjective review of the site selection. The scope and type of review shall be determined by the Village, based on the specific technical parameters of the WTSF. The review may include, but shall not be limited to, such issues as expected coverage area, antenna configuration, structural design and integrity, the suitability of a proposed WTSF site for the safe installation of the proposed type of support structure and related equipment, the availability of other suitable sites, and topographic constraints that affect signal paths. The review shall address the accuracy and completeness of the technical data, the applicability and validity of the analysis techniques and methodologies, the validity of the conclusions reached, and any specific technical issues identified by the Village Council, Plan Commission, Zoning Board of Appeals or Village staff.

3. Results of Review. Based on the results of the third party review, the Village may require changes to the application for the WTSF to comply with the recommendations of the expert.

(Ord. MC-195-97 § 14, 1997: prior code § 22.12A)

(MC-6-2005, Amended, 09/20/2005)