Village of Winnetka

Village Council Regular Meeting

May 21, 2024 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
   a. June 4, 2024 Regular Meeting
   b. June 11, 2024 Study Session
   c. June 18, 2024 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
   a. Approval of Warrant List Dated April 19, 2024 - May 2, 2024
   b. Ordinance No. M-04-2024: Designating 1207 Whitebridge Hill Road as a Certified Landmark (Adoption)
   c. Ordinance No. M-06-2024: Approving Amendments to the Agreement Establishing the Solid Waste Agency of Northern Cook County as a Municipal Joint Action Agency and to the Bylaws of the Solid Waste Agency of Northern Cook County (Adoption)
   d. Resolution No. R-51-2024: Approving and Authorizing the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement (Adoption)
   e. Resolution No. R-52-2024: Approving a Third Amendment to a Lease Agreement between the Village of Winnetka and the United States Postal Service (Adoption)
   f. Resolution No. R-53-2024: Approving a Contract with Aqueous Infrastructure Management Co. for Wet Well Cleaning and Video Inspection (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.

8. Ordinances and Resolutions

a. Ordinance No. MC-05-2024: Amending the Winnetka Village Code to Increase the Village Manager's Purchasing Authority for Purchase Orders, Contracts, and Change Orders (Introduction/Adoption)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated April 19, 2024 - May 2, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: May 21, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
None.

EXECUTIVE SUMMARY:
The Warrant List Dated April 19, 2024 - May 2, 2024.

RECOMMENDATION:
Consider Approving the Warrant List Dated April 19, 2024 - May 2, 2024.

ATTACHMENTS:
None

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Ordinance No. M-04-2024: Designating 1207 Whitebridge Hill Road as a Certified Landmark (Adoption)

PRESENTER: David Schoon

AGENDA DATE: May 21, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
5-7-2024: Village Council approved introduction of Ordinance No. M-04-2024, Designating 1207 Whitebridge Hill Road as a Certified Landmark.

EXECUTIVE SUMMARY:
On May 21, 2024, the Village Council is scheduled to consider adoption of Ordinance No. M-04-2024, Designating 1207 Whitebridge Hill Road as a Certified Landmark (Attachment 1). The ordinance is in response to an application submitted by Rehan Aslam (the “Applicant”), as the owner of the property located at 1207 Whitebridge Hill Road (the “Subject Property”). The Applicant has submitted an application requesting the Subject Property be designated a certified local landmark.

At the May 7, 2024, meeting, the Village Council heard from the Applicant regarding its request. No members of the public spoke at this meeting. The Council discussed the proposed landmark designation and approved a motion to introduce Ordinance No. M-04-2024.

RECOMMENDATION:
The Council is scheduled to consider adoption of Ordinance No. M-04-2024, designating 1207 Whitebridge Hill Road as a certified landmark.

ATTACHMENTS:
1. Ordinance No. M-04-2024: Designating 1207 Whitebridge Hill Road as a Certified Landmark

ORDINANCE NO. M-04-2024

AN ORDINANCE DESIGNATING 1207 WHITEBRIDGE HILL ROAD AS A <u>CERTIFIED LANDMARK</u>

WHEREAS, Chicago Title Land Trust Company (***"Owner"***) is the owner of the property commonly known as 1207 Whitebridge Hill Road, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Subject Property"***); and

WHEREAS, the Subject Property is improved with a single-family home known as the Arno and Verna Myers House (***"Myers House"***); and

WHEREAS, Chapter 15.64 of the Winnetka Village Code (***"Village Code"***), titled "Landmark Preservation," sets forth standards and procedures for preserving, protecting, enhancing, rehabilitating, and regulating buildings, structures, objects, and places of historical, cultural, or architectural significance (***"Landmark Regulations"***); and

WHEREAS, pursuant to Section 15.64.040 of the Landmark Regulations, Rehan Aslam (***"Applicant"***) submitted an application for the designation of the Subject Property as a certified landmark to the Director of the Landmark Preservation Commission (***"Commission"***); and

WHEREAS, pursuant to, and in accordance with, the Landmark Regulations, a duly noticed public hearing of the Commission to consider the Applicant's application was held on April 1, 2024; and

WHEREAS, on April 1, 2024, the Commission made findings, which findings are attached as **Exhibit B**, and evaluated the application and the Subject Property using the Village's System for the Evaluation of Landmarks and gave the Subject Property an overall score of 88.8, resulting in the highest rating of "unique"; and

WHEREAS, pursuant to the findings made by the Commission and the overall rating of the Subject Property as unique, the Commission: (i) determined that the Subject Property meets the criteria for the evaluation of landmarks set forth in the Landmark Regulations; and (ii) unanimously recommended that the Village Council designate the Subject Property as a certified landmark; and

WHEREAS, the Village Council has considered the recommendation of the Commission and has determined that it is in the best interest of the Village and its residents to accept the findings and recommendation of the Commission, which findings are incorporated herein, and approve the designation of the Subject Property as a certified landmark;

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

<u>SECTION 1</u>: <u>RECITALS</u>. 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: **CERTIFIED LANDMARK DESIGNATION.** In accordance with, and pursuant to, Section 15.64.040 of the Village Code, the Village Council hereby designates the Subject Property as a certified landmark.

SECTION 3: **EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this 21 day of May, 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: May 7, 2024

Passed and Approved: ______________, 2024

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 2 in Swanscott Number 1, A Subdivision in the Southeast ¼ of Section 8, Township 42 North, Range 13, East of the Third Principal Meridian, According to the Plat Thereof Recorded June 8, 1955 As Document Number 16261374 in Cook County, Illinois.

Commonly known as 1207 Whitebridge Hill Road, Winnetka, Illinois.

PIN: 05-08-400-030-0000

EXHIBIT B

<u>LANDMARK PRESERVATION COMMISSION FINDINGS</u>

WINNETKA LANDMARK PRESERVATION COMMISSION

REPORT ON PUBLIC HEARING
APRIL 1, 2024

CONSIDERATION OF LANDMARK ELIGIBILITY

Arno and Verna Myers House
1207 Whitebridge Hill Road, Winnetka

This report is an integral part of the April 1, 2024, Landmark Preservation Commission meeting minutes and is also compiled based on the submitted application for local landmark designation written by Rehan Aslam and Laurel Overstreet.

Figure 1 – 1207 Whitebridge Hill Road (Spring 2023)

<u>Findings of the Commission</u>
Based on the System for the Evaluation of Landmarks contained in Chapter 15.64 of the Village Code titled "Landmark Preservation" (see attached rating sheet), 1207 Whitebridge Hill Road was rated a "Unique" property with a score of "88.8."

Architectural Type, Style and Period. The 1207 Whitebridge Hill Road house was built in 1957 as a mid-century modern style home from noted Chicago architect William F. Deknatel. The Commission found the house to be an exceptional example of residential twentieth-century modernist architecture and an extremely rare example within the Village. Based on that information, the home was judged to be "extremely rare" with a rating of "5."

Method of Construction. The Commission determined that the regionally sourced limestone cladding and modernist construction method are unique to the Village. With regard to rarity in method of construction, the home was judged to be "rare" with a rating of "4."

Association with a Historical Event, Person, or Cultural Activity. The Commission identified the architect as being notable in architectural history for both Chicago and Winnetka, with the original owners having local importance. With regard to association to a historical event, person or cultural activity, the Commission rated the home as a "5" with association at the state, county, and local level.

Association with an Architect or Master Builder. The architect was William F. Deknatel who studied at Princeton University, the École des Beaux-Arts of Paris, and Frank Lloyd Wright's Taliesin for his architectural education and was well known for his modernist designs. The Commission rated the home as a "5" for its association with an architect on a national level of significance.

Established or Familiar Visual Feature. The Commission identified the property as having a unique and distinct looking house along a lakefront neighborhood. The Commission rated the home as a "4" for being a "symbol of a neighborhood or a conspicuous and familiar structure in the context of the entire village."

Originality. The design integrity of the house was determined to be excellent because the lack of any significant alterations in its history. The Commission rated the home's originality and alterations of design integrity as "excellent," warranting a score of "5."

Age of Structure. The house was constructed in 1957 which warrants a score of "1."

Alteration of Surrounding Properties (View from Property). The Commission noted that many of the surrounding homes had changed over time, but the subject property's view from the neighborhood and lakefront are original. The Commission determined the condition of the surrounding site as "original," which warranted a score of "5."

Alteration of Original Site (View of Property). The Commission noted that the home's exterior façade had one of its original colors restored and much of the exterior materials remain original from the home's construction. The Commission determined the condition of the original site as still "original," which warranted a score of "5."

Structural Condition. The Commission determined the structural condition to be "exceptional," which warranted a score of "5."

<u>Resolution</u>

The Landmark Preservation Commission found the house at 1207 Whitebridge Hill Road to be significant and more than satisfactory for the criteria of local landmark designation. The Commission found the property to be significant architecturally for being a distinctive example of a midcentury modern house from noted 20th century architect William Deknatel. They also determined that the house is a rare example of a well-preserved midcentury home for the Village of Winnetka and its lakefront. They also identified the home as having maintained a high level of architectural integrity to its original design from the owners of past and present.

Based upon these considerations and the System for Evaluation rating of "Unique," with a score of "88.8," the Commission voted unanimously to recommend that the Village Council designate the house at 1207 Whitebridge Hill Road as a local landmark.

Respectfully Submitted,

Jack Coladarci	Joseph Stewart
Chris Enck	Paul Weaver
Laura Good	Beth Ann Papoutsis

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Ordinance No. M-06-2024: Approving Amendments to the Agreement Establishing the Solid Waste Agency of Northern Cook County as a Municipal Joint Action Agency and to the Bylaws of the Solid Waste Agency of Northern Cook County (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: May 21, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village of Winnetka is a member of the Sold Waste Agency of Northern Cook County (SWANCC) which was established in May 1988 (see Attachment 2). The SWANCC bylaws were last updated in January 1995 (see Attachment 3).

On May 2, 2023, the Village Council approved the appointment of the Village President as the Village of Winnetka's Director on the SWANCC Board of Directors and the Village Manager as the Alternate Director for a two year term expiring on April 30, 2025.

On May 7, 2024, the Council approved introduction of Ordinance No. M-6-2024, Approving Amendments to the Agreement Establishing the Sold Waste Agency of Northern Cook County as a Municipal Joint Action Agency and to the Bylaws of the Solid Waste Agency of Northern Cook County.

EXECUTIVE SUMMARY:

In Section 8.2 of the SWANCC founding agreement (Attachment 2), the Directors and Alternate Directors are required to be (i) the Village President; (ii) a Trustee or (iii) the Village Manager.

At the Apri meeting of the SWANCC board of directors, the member agencies concurred with a recommendation from the SWANCC executive committee to amend the SWANCC founding agreement to permit the member agencies to appoint a staff person to serve as an Alternate Director on the SWANCC board of directors.

Ordinance No. M-6-2024 - Approving Amendments to the Agreement Establishing the Sold Waste Agency of Northern Cook County as a Municipal Joint Action Agency and to the Bylaws of the Solid Waste Agency of Northern Cook County was drafted by SWANCC and reviewed by the Village attorney. All member agencies have been asked to approve this Ordinance. Once all the approved member agency Ordinances have been received by SWANCC, the SWANCC board of directors will meet and will formally vote to approve the changes to the establishing agreement and the bylaws.

RECOMMENDATION:
Consider adoption of Ordinance No. M-6-2024, Approving Amendments to the Agreement Establishing the Sold Waste Agency of Northern Cook County as a Municipal Joint Action Agency and to the Bylaws of the Solid Waste Agency of Northern Cook County.

ATTACHMENTS:
1. Ordinance No. M-06-2024: Approving Amendments to the Agreement Establishing SWANCC as a Municipal Joint Action Agency and to the Bylaws of SWANCC
2. SWANCC Agency Establishing Agreement
3. SWANCC Bylaws

ORDINANCE NO. M-06-2024

AN ORDINANCE APPROVING AMENDMENTS TO THE AGREEMENT ESTABLISHING THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY AS A MUNICIPAL JOINT ACTION AGENCY AND TO THE BYLAWS OF THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY

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, Section 6(a) of Article VII of the Illinois Constitution of 1970 authorizes home rule units, such as the Village, to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government, such as the Village, to contract or otherwise associate amongst themselves in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any powers, privileges, functions or authority exercised or which may be exercised by a unit of local government, such as the Village, to be combined and exercised jointly with any other unit of local government; and

WHEREAS, pursuant to Section 11-60-2 of the Illinois Municipal Code, 65 ILCS 5/11-60-2, municipalities have the authority to define, prevent, and abate nuisances; and

WHEREAS, pursuant to such authorization, the Village has entered into an Agreement with other municipalities establishing the Solid Waste Agency of Northern Cook County (***"SWANCC"***) as a municipal joint action agency (***"Agreement"***); and

WHEREAS, as a member of SWANCC, the Village has approved By-Laws that, together with the Agreement, govern the function and operation of SWANCC (***"By-Laws"***); and

WHEREAS, the Village Council has determined that it is in the best interest of the health, safety, morals and welfare of the Village, to amend the Agreement and the By-Laws of SWANCC concerning the appointment of representatives authorized to represent the Village at meetings of SWANCC, all as set forth in this Ordinance;

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

SECTION 1: RECITALS. The recitals in this Ordinance are incorporated into this Section as the findings of the Village Council.

SECTION 2: AMENDMENT TO SECTION 8 OF THE AGREEMENT. Section 8 of the Agreement entitled, "Governance," is hereby amended as follows (added text is shown as **bold, double-underlined text** and deleted text is shown as stricken text):

"Section 8. Governance.

8.1 The Agency shall be governed and administered as provided in this Section and in the By-Laws, adopted pursuant to, and subject to the limitations of, this Agreement.

8.2 The governing body of the Agency shall be the Board of Directors. There shall be one Director for each Member, who shall be appointed by vote of the corporate authorities of the Member and who at the time of appointment shall be the (i) Mayor or President of a Member (if such Member is a municipality) or the President or Chairman of a Member (if such Member is a County), (ii) another elected member of the corporate authorities of the Member or, (iii) the chief administrative officer of the Member. The term of each initial Director shall begin when he or she is appointed and shall continue until April 30, 1991 and until his or her successor is appointed. Thereafter, all Directors shall be appointed for two-year terms expiring on April 30 of odd numbered years. Except as provided in paragraph 8.4, a person serving as a Director shall serve until his or her term expires, and thereafter until his or her respective successor is appointed. Each Director shall have one vote on the Board of Directors.

8.3 Any Member may appoint one or more persons to serve as the Alternate Director. Any such appointee shall meet the qualifications for office as a Director established in paragraph 8.2 **or shall be a staff person of the Member appointed by its corporate authority and granted the authority to act on the Member's behalf**. The Alternate Director may attend any meeting of the Board of Directors and may vote as the Director in the absence of the Director from that Member or if there is a vacancy in the position of Director from that Member. The term of an Alternate Director shall be the same as the term of the Director from the appointing Member. Except as provided in paragraph 8.4, a person serving as Alternate Director shall serve until his or her term expires and thereafter until the successor is appointed.

8.4 All appointments of Directors and Alternate Directors shall be by ordinance or resolution of the corporate authorities of the appointing Member, a certified copy of which shall be filed with the Secretary of the Agency. Should any Director or Alternate Director cease to serve as the President, Mayor, Chairman, elected member of the corporate authorities ~~or~~**,** chief administrative officer of the appointing Member**, or staff person of the Member granted authority to act on the Member's behalf**, that person shall simultaneously cease to serve as Director or Alternate Director of the Agency and the position shall be vacant. Any vacancy in the office of Director or Alternate Director shall be filled by appointment by the Member with respect to which the vacancy exists. Directors and Alternate Directors shall receive no compensation for their service in this capacity but may be reimbursed by the Agency for reasonable and necessary expenses incurred in performance of their duties."

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

* * *

<u>SECTION 3</u>: <u>AMENDMENT TO SECTION 1 OF THE BY-LAWS</u>. Section 1 of the By-Laws, entitled "Members and Powers," is hereby amended as follows (added text is shown as **<u>bold, double-underlined text</u>** and deleted text is shown as stricken text):

> "1. <u>Members and Powers</u>. The Board of Directors of the Agency shall be comprised as provided in the Agreement and the By-Laws and shall exercise those powers specified in the Agreement and the By-Laws. If any Director **<u>or Alternate Director</u>** ceases to serve as the President, Mayor, Chairman, elected member of the corporate authorities ~~or~~**<u>,</u>** chief administrative officer of the Member which appointed such person**<u>, or staff person of the Member granted authority to act on the Member's behalf</u>**, becomes incapacitated or is otherwise removed as a Director **<u>or Alternate Director</u>** by the corporate authorities of the appointing Member, that seat on the Board of Directors shall, subject to the provision for participation by Alternate Directors contained in Section 2 of this Article, be vacant until a successor is appointed by that Member. (For purposes of the By-Laws, "Member" shall have the same meaning as in the Agreement.)"

<u>SECTION 4:</u> <u>SUPERSEDER.</u> In the event a conflict exists between the terms of this Ordinance and any other ordinance or resolution of the Village, the terms of this Ordinance will govern.

<u>SECTION 5</u>: <u>SEVERABILITY</u>. If any provision of this Ordinance or part of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced to achieve, as near as may be possible, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

<u>SECTION 6</u>: <u>EFFECTIVE DATE</u>. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 7 of May, 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: May 7, 2024
Passed and Approved:

AN AGREEMENT ESTABLISHING

THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY

AS A MUNICIPAL JOINT ACTION AGENCY

THIS AGREEMENT is entered into by and among the municipalities and counties which under ordinances duly adopted by their respective corporate authorities have executed this Agreement pursuant to its terms, and is dated as of May 2, 1988.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under that Constitutional provision units of local government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (Ill. Rev. Stat., ch. 127, ¶741 et seq.), also authorizes units of local government to exercise and enjoy jointly their powers, privileges or authority and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Section 3.2 of the Intergovernmental Cooperation Act, as amended, authorizes any two or more municipalities and counties as units of local government to establish by an intergovernmental agreement a municipal joint action agency as a municipal corporation and public body politic and corporate in order to provide for efficient and environmentally sound collection, transportation, processing, storage and disposal of municipal waste; and

WHEREAS, the parties to this Agreement have determined that they need to join together to create a joint action agency by intergovernmental agreement to provide an efficient and environmentally sound waste system, including Waste Projects, for the use and benefit of the Members; and

WHEREAS, the Agency, when formed, may enter into Project Use Agreements with Members and Customers providing for the Agency to develop and operate a Waste Project or Projects, providing for the rights of Members and Customers to use of the Waste Project, assessing charges for such use or providing for payment of amounts without regard to use of the Project, and establishing conditions with respect to use of the Waste Project, including, but not limited to, conditions requiring a Member to make exclusive use of the Waste Project for all or a specified portion of the Municipal Waste within its jurisdiction, all as may be agreed to by the Member or Customer and the Agency in a Project Use Agreement; and

WHEREAS, it is necessary for purposes of economy and environmental safety that the parties form a municipal joint action agency to exercise the powers and duties conferred by law for their benefit; and

WHEREAS, the parties to this Agreement have approved this Agreement by ordinance duly adopted by their respective corporate authorities;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions.

For the purposes of this Agreement each of the following words and phrases shall have the meaning set forth following the word or phrase, unless the context clearly indicates a different meaning.

1.1 The word "Act" shall mean the Intergovernmental Cooperation Act (Ill. Rev. Stat., ch. 127, ¶741 et seq.), as it has been and as it may be amended from time to time.

1.2 The phrase "Additional Member" shall mean any municipality or county which becomes a Member of the Agency pursuant to paragraph 5.3 of this Agreement. An Original Member which withdraws from the Agency pursuant to this Agreement may become an Additional Member of the Agency in the manner provided in Section 5.3.

1.3 The word "Agency" shall mean the Solid Waste Agency of Northern Cook County established by this Agreement.

1.4 The phrase "Board of Directors" shall mean the Board of Directors of the Agency.

1.5 The word "Bonds" shall mean any bonds, notes or other evidences of indebtedness of the Agency.

1.6 The word "By-laws" shall mean By-laws of the Agency as adopted and as amended from time to time by the Board of Directors.

1.7 The word "Customer" shall mean any person, corporation, unit of government or other entity which is not a Member but which has entered into a Project Use Agreement with respect to a Waste Project.

1.8 The phrase "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Agency.

1.9 The word "Member" shall mean any county or municipality which is an Original Member or which becomes an Additional Member of the Agency pursuant to the terms of this Agreement.

1.10 The phrase "Municipal Waste" means garbage, general household and commercial waste, landscape waste and construction or demolition debris or such other definition as the Board of Directors may lawfully determine.

1.11 The phrase "Original Member" shall mean a municipality which becomes an Original Member of the Agency as provided for in paragraph 5.2.

1.12 The phrase "Project Use Agreement" shall mean the interim or long term contract or contracts between the Agency and a Member or Customer establishing the rights and obligations of the parties with respect to development and use of a Waste Project and assessing charges for such use or providing for payment of amounts by the Member or Customer without regard to use of the Project, as amended and supplemented from time to time.

1.13 The phrase "Waste Project" means land, any rights therein and improvements thereto, one or more buildings, structures or other improvements, machinery, equipment, vehicles and other facilities incidental to the foregoing, owned, operated or used by the Agency for the collection, transportation, transfer, storage, disposal, processing, treatment, recovery and re-use of Municipal Waste. A Waste Project shall include land held for a planned Waste Project or used to buffer a Waste Project from adjacent land uses.

<u>Section 2</u>. Establishment.

A municipal joint action agency is hereby established by this intergovernmental agreement among the Members. The Agency shall be a municipal corporation and a public body politic and corporate and not a joint venture or partnership among the Members. The corporate name of the Agency so established is the Solid Waste Agency of Northern Cook County.

Section 3. Purpose.

The Agency is established for the purpose of efficient and environmentally sound collection, transportation, transfer, processing, treatment, storage, disposal, recovery and re-use of Municipal Waste, all as provided in the Act and this Agreement.

Section 4. Duration.

The Agency shall have perpetual duration unless dissolved and terminated as provided in Section 6 of this Agreement.

Section 5. Membership.

5.1 The Members of the Agency shall be any municipality or county which becomes an Original Member as provided in paragraph 5.2 or an Additional Member as provided in paragraph 5.3. However, any Original Members or Additional Members which shall have withdrawn from the Agency pursuant to this Agreement shall no longer be Members.

5.2 Any Illinois municipality which is listed on Exhibit One which is attached to and made a part of this

Agreement may become an Original Member of the Agency upon execution of this Agreement no later than the Effective Date of this Agreement. Execution of this Agreement by an Original Member shall be authorized by ordinance adopted by the corporate authorities of the Member.

5.3 (a) Any Illinois municipality which is listed on Exhibit One which is attached to and made a part of this Agreement and which is not an Original Member may become an Additional Member of the Agency, provided (1) the corporate authorities of the municipality have adopted an ordinance authorizing execution of this Agreement; (2) a majority of the then Directors of the Agency has adopted an ordinance consenting to the Additional Member; (3) the corporate authorities of a majority of the then Members have adopted an ordinance consenting to the Additional Member; (4) the Additional Member has accepted any conditions imposed by the Agency under subparagraph (c); and (5) the Additional Member has paid to the Agency an initial contribution. The initial contribution shall be determined at the time the corporate authorities of the Additional Member authorize by ordinance execution of this Agreement. The initial contribution shall equal the population of the municipality as determined by the later of the 1980 census or the most recent special census published by the United States Bureau of the Census and certified by the Member multiplied by (i) Fifty (50) cents, if the time of determination is from the Effective Date of this Agreement through May 14, 1988, (ii) One ($1) Dollar if the time of determination is from May 15, 1988 through June 14, 1988; (iii) Five ($5) Dollars, if the time of determination is from June 15, 1988 through September 30, 1988; (iv) Ten ($10) Dollars, if the time of determination is from October 1, 1988 through March 30, 1989; and (v) Fifteen ($15) Dollars, if the time of determination is after April 1, 1989. No municipality is eligible for membership under this subparagraph (a) after October 1, 1989.

(b) Any Illinois county or municipality which is not eligible for membership under paragraphs 5.2 or 5.3(a) or which was eligible but did not become or remain a Member under paragraphs 5.2 or 5.3(a) may become an Additional Member, provided (1) the corporate authorities of the county or muncipality have adopted an ordinance authorizing execution of this Agreement and such other agreements as may be required by the Agency; (2) a majority of the then Directors of the Agency has adopted an ordinance consenting to such Additional Member; (3) the corporate authorities of a majority of the then Members have adopted an ordinance consenting to such Additional Member; (4) the Additional Member has accepted any conditions imposed by the Agency under subparagraph (c); and (5) the Additional Member has paid to the Agency an initial contribution. The initial contribution shall be determined at the time the corporate authorities of the Additional Member authorize by ordinance execution of this Agreement. The initial contribution shall equal the population of the municipality or the unincorporated area of the county as determined by the later of the most recent federal decennial census or a special census published by the United States Bureau of the Census and certified by the Member multiplied by (i) Five ($5) Dollars, if the time of determination is from the Effective Date of this Agreement through September 30, 1988; (ii) Ten ($10) Dollars, if the time of determination is from October 1, 1988 through March 30, 1989; and (iii) Fifteen ($15) Dollars, if the time of determination is after April 1, 1989.

(c) The Board of Directors of the Agency may at any time refuse to admit Additional Members under subparagraph 5.3(b). The Board of Directors may establish conditions with respect to any muncipality or county becoming an Additional Member under subparagraphs

5.3(a) or (b). These conditions may be in addition to the initial contribution required under paragraph 5.3 and may include, without limitation, the making of a capital contribution to the Agency, reimbursements to Members for costs incurred in organization and start-up of the Agency and any Waste Project, the payment of differential rates, fees or charges with respect to the Agency or use of a Waste Project, and the assumption of all or a portion of contracts, debts and obligations of the Agency, or of Members with respect to the Agency.

5.4 Promptly upon any county or municipality becoming an Additional Member, that fact shall be certified by the Secretary of the Agency to the Illinois Secretary of State.

Section 6. Withdrawal, Termination and Dissolution.

6.1 Any Member may withdraw as a Member of the Agency without the consent of the Board of Directors, provided that the withdrawing Member shall remain obligated (i) as provided in paragraph 9.4, (ii) under the terms and conditions of any outstanding Project Use Agreement to which the withdrawing Member is a party and (iii) for any liabilities imposed by law. No Member may withdraw from the Agency while and so long as any Bonds of the Agency are outstanding, except as permitted by the resolution or resolutions authorizing the issuance of such Bonds. No Member may withdraw while and so long as any Bonds are outstanding, if such withdrawal would reduce the number of Members to less then three.

6.2 Any Member may withdraw pursuant to paragraph 6.1 of this Section only upon filing with the Secretary of the Agency no less than 180 days before the intended effective date of withdrawal a certified copy of an ordinance of the Member determining so to withdraw.

6.3 The Agency shall be dissolved and terminated (i) upon the withdrawal of one or more Members so as to reduce the number of Members to less than three, or (ii) upon the filing with the Secretary of the Agency of certified copies of ordinances of three-fifths (3/5) of the Members determining to dissolve and terminate the Agency.

6.4 Notwithstanding the provisions of paragraph 6.3, as long as any Bonds of the Agency are outstanding and unpaid, the Agency shall not dissolve and terminate.

6.5 Promptly upon any Member withdrawing from the Agency, or upon action having been taken to dissolve and terminate the Agency, that fact shall be certified by the Secretary of the Agency to the Illinois Secretary of State.

<u>Section 7</u>. Powers.

7.1 In addition to any powers, and subject to any limitations, set forth elsewhere in the Agreement, the Agency shall have the following powers:

(a) To sue or be sued;

(b) To apply for and accept gifts, grants or loans of funds, property or financial or other aid from any public agency or private entity;

(c) To invest available funds as provided by law;

(d) To plan, finance, construct, reconstruct, acquire, own, lease as lessor or lessee, equip, extend, improve, manage, operate, maintain, repair and close any Waste Project and to take any and all action necessary or incidental thereto;

(e) To acquire, hold, sell, lease as lessor or lessee, lend, transfer or dispose of real or personal property, including intangible property, or interests therein, as it deems appropriate in the exercise of its powers, and to provide for the use thereof by any Member upon such terms and conditions and with such fees or charges as it shall determine, and to mortgage, pledge or otherwise grant security interests in any such property;

(f) To make and execute all contracts and other instruments necessary or convenient to the exercise of its powers, including Project Use Agreements with Members or with Customers;

(g) To adopt, amend and repeal ordinances, resolutions, rules and regulations with respect to its powers and functions and not inconsistent with Section 3.2 of the Act or this Agreement, including with respect to use of a Waste Project;

(h) To provide for the insurance, including self-insurance, of any property or operations of the Agency or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard;

(i) To appoint, retain and employ officers, agents, independent contractors and employees to carry out its powers and functions hereunder and to fix their compensation and terms and conditions of employment;

(j) To make and execute any contract relating to a Waste Project with the federal or a state government or any agency thereof, with a Member or any unit of local government or with any person including, but not limited to, contracts which require:

(1) The contracting party pay the Agency a fixed amount for the collection, transportation, transfer, processing, storage, treatment, disposal, recovery and re-use of a stated amount of Municipal Waste (whether or not the

stated amount of waste is collected, transported, transferred, processed, stored, treated, disposed of, recovered or re-used), or pay all or a portion of the capital and operating expenses of a Waste Project;

(2) The contracting party make exclusive use of a Waste Project for collecting, transporting, transferring, processing, storing, treating, disposing, recovering, or re-using all or any portion of Municipal Waste over which the party has control;

(3) The abandonment, restriction, or prohibition on completion or construction of competing waste projects by the contracting party;

(4) Specific provisions with respect to the collection, transportation, transfer, processing, storage, treatment, disposal, recovery and re-use of Municipal Waste;

(5) Payment of fees and charges with respect to a Waste Project;

(k) To enter into contracts which provide for compensation to areas affected by an Agency Waste Project;

(l) To enter into contracts with the community in which an Agency Waste Project is located controlling location, use, operation, maintenance and closing of a Waste Project;

(m) To create and fund reserves for the purpose of planning, constructing, reconstructing, financing, acquiring, owning, managing, insuring, leasing, equipping, extending, improving, operating, maintaining, repairing, and closing Waste Projects;

(n) To create, develop and implement plans for closing and re-use of sites on which Waste Projects are located, which plans may provide for various uses, including but not limited to, residential, recreational, commercial, office, institutional, public and industrial uses;

(o) To prepare, submit and administer plans, and to participate in intergovernmental agreements, pursuant to the Local Solid Waste Disposal Act;

(p) To establish rates, fees and charges for the use of a Waste Project;

(q) To borrow money and, in evidence of its obligation to repay the borrowing, to issue its Bonds for any of its corporate purposes, all as provided in the Act; and, for the purpose of securing and paying any Bonds, to pledge, assign or provide for a lien or security interest on (1) any or all revenues derived from the operation of a Waste Project, and investment earnings thereon; (2) proceeds of any of its Bonds and investment earnings thereon; (3) receipts of the Agency under any Project Use Agreements or any other contracts with any Member or Customer which provide that such receipts may be used for that purpose, and investment earnings on any such receipts; (4) amounts received from a bank, savings and loan association or other financial institution under a contract or other agreement to lend money or purchase obligations; (5) proceeds of any insurance policy or other contract of insurance; (6) awards from any condemnation or other eminent domain proceeding; (7) proceeds from the sale, lease or other disposition of any property; (8) any funds or accounts securing payment of Bonds, as established by the resolution authorizing the Bonds; and (9) any other amounts which by law may be applied to such obligations, all as and to the extent as provided by law and the resolution authorizing the issuance of the Bonds;

(r) To exercise any or all powers specifically granted to municipal joint action agencies by law;

(s) To exercise all other powers incident to the purposes and objectives of the Agency which may be provided for by law;

(t) To exercise any power with respect to the Municipal Waste of any Member or any Member's Municipal

Waste system that may be delegated to it by that Member pursuant to law.

7.2 The Agency shall have no taxing power.

7.3 Any Member may, for the purposes of, and upon request by, the Agency, exercise the power of eminent domain available to it, convey property so acquired to the Agency for the cost of the acquisition, and be reimbursed for all expenses related to this exercise of eminent domain power on behalf of the Agency.

Section 8. Governance.

8.1 The Agency shall be governed and administered as provided in this Section and in the By-Laws, adopted pursuant to, and subject to the limitations of, this Agreement.

8.2 The governing body of the Agency shall be the Board of Directors. There shall be one Director for each Member, who shall be appointed by vote of the corporate authorities of the Member and who at the time of appointment shall be the (i) Mayor or President of a Member (if such Member is a municipality) or the President or Chairman of a Member (if such Member is a County), (ii) another elected member of the corporate authorities of the Member or (iii) the chief administrative officer of the Member. The term of each initial Director shall begin when he or she is appointed and shall continue until April 30, 1991 and until his or her successor is appointed. Thereafter, all Directors shall be appointed for two-year terms expiring on April 30 of odd numbered years. Except as provided in paragraph 8.4, a person serving as a Director shall serve until his or her term expires, and thereafter until his or her respective successor is appointed. Each Director shall have one vote on the Board of Directors.

8.3 Any Member may appoint one or more persons to serve as the Alternate Director. Any such appointee shall meet the qualifications for office as a Director established in paragraph 8.2. The Alternate Director may attend any meeting of the Board of Directors and may vote as the Director in the absence of the Director from that Member or if there is a vacancy in the position of Director from that Member. The term of an Alternate Director shall be the same as the term of the Director from the appointing Member. Except as provided in paragraph 8.4, a person serving as Alternate Director shall serve until his or her term expires and thereafter until the successor is appointed.

8.4 All appointments of Directors and Alternate Directors shall be by ordinance or resolution of the corporate authorities of the appointing Member, a certified copy of which shall be filed with the Secretary of the Agency. Should any Director or Alternate Director cease to serve as the President, Mayor, Chairman, elected member of the corporate authorities or chief administrative officer of the appointing member, that person shall simultaneously cease to serve as Director or Alternate Director of the Agency and the position shall be vacant. Any vacancy in the office of Director or Alternate Director shall be filled by appointment by the Member with respect to which the vacancy exists. Directors and Alternate Directors shall receive no compensation for their service in this capacity but may be reimbursed by the Agency for reasonable and necessary expenses incurred in performance of their duties.

8.5 The Board of Directors shall elect one Director to serve as Chairman and another Director to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board of Directors. The Vice-Chairman shall preside over meetings of the Board of Directors in the Chairman's absence. The Board of Directors shall elect other persons, who need not be Directors, to the positions of Secretary and Treasurer and may elect other persons, who need not be Directors, to such other offices as the Board shall determine. The duties, terms of office, and manner of selection of the officers shall be prescribed in the By-Laws. The Board of Directors may provide that any officer of the Agency who is not a Director may be compensated for service in such capacity.

8.6 The Board of Directors shall determine the general policy of the Agency, shall approve the annual budget, shall make all appropriations (which may include appropriations made at any time in addition to those made in any annual appropriation document), shall determine the admission of additional Members, shall approve all Project Use Agreements, shall impose any charge on Members not provided for in a Project Use Agreement, shall adopt any ordinances or resolutions providing for the issuance of Bonds of the Agency, shall adopt the By-Laws, rules and regulations of the Agency, and shall exercise such powers of the Agency and perform such duties as may be prescribed in the Act, this Agreement or the By-Laws.

8.7 Except as a greater majority is otherwise provided in this Agreement or the By-Laws, actions required by law or by this Agreement to be taken by the Board of Directors shall be taken by an affirmative vote of a majority of the then Directors.

8.8 Upon the written request of any Director, any matter with respect to the Agency shall be placed on the agenda of the Board of Directors.

8.9 There is established an Executive Committee of the Agency. The Executive Committee shall consist of 7 Directors if the Agency has fewer than 24 Members and 9 Directors if the Agency has 24 or more Members. In the event there are more than thirty Members, the Board of Directors may select additional Directors to serve on the Executive Committee. The Executive Committee shall be selected by vote of the Board of Directors of the Agency. The persons appointed to the Executive Committee shall include two persons who are Directors from Members having a population of more than 50,000 persons, provided that there are two Members having such population. Population shall be determined on the basis of the later of 1980 census or the most recent special census published by the United States Bureau of the Census and certified by the Member. The population qualification for service on the Executive Committee shall terminate on April 30, 1991. The terms of office of members of the Executive Committee shall be established in the By-laws. With the consent of the Member, a specified Alternate Director for that Member may be elected to the Executive Committee on behalf of that Member. The Executive Committee, by an affirmative vote of a majority of the then Committee members, may take any action with respect to the Agency which the Board of Directors is authorized to take, except the Board of Directors shall have the sole authority to approve the annual budget, to make all appropriations, to adopt any ordinances or resolutions providing for the issuance of Bonds, to adopt rules, regulations and By-laws of the Agency, to admit additional Members, to approve all Project Use Agreements, to impose any charge on Members not provided for in a Project Use Agreement and to take such other action as may be reserved to it in the rules, regulations, By-laws or Ordinances of the Agency. Members of the Executive Committee shall not be compensated for their service in such capacity, but may be reimbursed for reasonable and necessary expenses incurred in performance of their duties.

Section 9. Rights and Responsibilities of Members.

9.1 The Board of Directors shall determine the costs to be paid by the respective Members as provided in this paragraph:

(a) With respect to capital costs of planning, acquiring, financing, constructing and equipping a Waste Project (or improvements or extensions to a Waste Project), the Agency may itself finance these costs from borrowed money or retained amounts and it may enter into Project Use Agreements providing for the other party to the Project Use Agreement to make capital contributions and payments to the Agency (at the times specified by the Board of Directors and in proportionate shares as provided in the Project Use Agreement). No Project Use Agreement with a Member shall be executed by the Agency except upon authorization by an ordinance approved by an affirmative vote of 3/4 of the then Directors.

(b) With respect to annual costs of operation and maintenance of the Agency, the Board of Directors shall establish cost-sharing charges for Members based upon usage of the Waste Projects in amounts sufficient to provide the funds required by the annual budget to the extent that such costs are not anticipated to be paid from other revenues of the Agency. Such costs shall be provided for in the Project Use Agreement between the Agency and a Member. Notwithstanding the foregoing, by an affirmative vote of 3/4 of the then Directors, the Board of Directors may establish from time to time charges with respect to Members for the Agency's annual costs of operation and maintenance which may be payable regardless of actual or estimated use of Waste Projects.

(c) Members shall appropriate their funds to pay their share of the costs of the Agency and to service their obligations related to the Agency. Members may use their credit, revenues and other resources, including the power to borrow money, to incur debt and to issue and sell bonds, if necessary, to pay such costs and service such obligations as they individually determine, unless otherwise provided for in a Project Use Agreement.

9.2(a) The Board of Directors may suspend the membership on the Board of Directors and the Executive Committee of any Member whose capital contributions and payments or charges for operation and maintenance due to the Agency, as determined by the Board of Directors as provided in this Agreement, have not been paid in full within sixty days after demand by the Agency. A Member under suspension shall have no power to make or second motions or to vote either as a Member or through its Director or Alternate Director, nor shall it be counted for the purposes of the establishment of a quorum or the determination of the vote needed to pass or approve any matter coming before the

Agency, the Board of Directors or the Executive Committee. A Member under suspension shall continue during its suspension to be responsible for its share of any unpaid contracts, debts and obligations incurred by the Agency. Upon payment of all amounts due the Agency under this Agreement, including those accrued during the suspension, a Member under suspension shall be reinstated to membership on the Board of Directors and the Executive Committee.

(b) The Agency may refuse access to a Waste Project to any Member whose contributions, payments and charges under this Agreement or any Project Use Agreement have not been paid within sixty days after billing by the Agency. Further, a reasonable penalty charge for late payments may be established and imposed by the Board of Directors.

9.3 The Agency shall not be liable for any liability or obligation incurred by any Member except as agreed by the Board of Directors or except pursuant to paragraph 7.3.

9.4 Any withdrawing Member shall remain liable with respect to any contracts, debts and obligations incurred by the Member with respect to the Agency prior to the date of withdrawal, including any costs imposed on it as provided in paragraph 9.1. Further, a withdrawing Member shall pay to the Agency in full at the time of withdrawal from the Agency an amount determined by the Agency to be sufficient to pay any and all additional direct costs occasioned to the Agency by reason of a Member's withdrawal. Payment by a withdrawing Member to the Agency of all amounts due upon withdrawal shall be a condition precedent to withdrawal.

9.5 If withdrawal of one or more Member results in dissolution and termination of the Agency as required by Section 6, then the withdrawing Member shall participate in the dissolution of the Agency as set forth in paragraph 9.6.

9.6 Upon the termination and dissolution of the Agency:

(a) All liabilities and obligations of the Agency shall be paid, satisfied and discharged, or adequate provision made therefor;

(b) The assets of the Agency remaining after dissolution shall be distributed among the Members who had participated in the Agency within one year prior to such dissolution and termination as shall be determined by the Board of Directors, except as may be provided with respect to a Waste Project in a Project Use Agreement, after any setoff with respect to the provision for payment of that Member's shares of its contracts, debts and obligations to the Agency.

Section 10. By-Laws.

The Board of Directors shall adopt By-Laws for the Agency which shall, among other matters, set forth provisions for the holding, notice, call and conduct of meetings of the Board of Directors and the Executive Committee, the adoption of annual budgets and appropriations, and the entering into of contracts and purchases by the Agency. The By-Laws may be adopted or amended only upon the affirmative vote of not less than 3/4 of the then Directors. The By-Laws may provide additional requirements and procedures with respect to amendment of the By-Laws.

Section 11. Amendment.

This Agreement may be amended by written agreement of all Members, authorized by ordinances adopted by their respective corporate authorities, certified copies of which shall be filed with the Secretary of the Agency. Promptly upon there being any amendment to this Agreement, the Secretary of the Agency shall cause a copy of the amendment to be filed in the office of the Illinois Secretary of State.

Section 12. Enforcement.

The Agency shall have the right to enforce this Agreement, the By-Laws, a Project Use Agreement or any other agreement among or between the Agency and any one or more Members against any Member and to compel payment of contributions and charges as provided in this Agreement, the By-Laws, a Project Use Agreement or any other agreements. If suit is necessary to compel enforcement of provisions of this Agreement, the By-Laws, a Project Use Agreement or any other such agreement or to compel payment of contributions and charges of the Agency and the Agency prevails, the defaulting Member shall pay the Agency's reasonable legal fees and costs pertaining to the suit, in such amount as determined by the court.

Section 13. Effective Date.

This Agreement shall become effective upon execution at Closing (the "Effective Date"). Closing shall occur (i) on the later of April 15, 1988 or the date ten (10) days after ten Members have adopted and published ordinances authorizing execution of this Agreement or (ii) on such later date as the Original Members shall determine.

Section 14. Filing with Secretary of State.

Promptly upon this Agreement becoming effective, a copy of this Agreement shall be filed with the Illinois Secretary of State.

Section 15. Organization of the Agency.

Within thirty days after execution of this Agreement by a Member it shall make its appointments to the Board of Directors. Within sixty days of the effective date of this

Agreement the Board of Directors shall meet and as soon as may be practicable shall elect the Executive Committee and officers of the Agency and adopt such By-laws as may be appropriate.

Section 16. Non-Waiver.

Nothing in this Agreement shall be construed as a waiver of any power granted by law to a Member with respect to the location and operation of a Waste Project of the Agency within the corporate limits of the Member.

Section 17. Severability.

If any provision of this Agreement shall be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect other provisions of this Agreement which can be given effect without the illegal, invalid or unenforceable provision and to this end, the provisions of this Agreement are severable.

IN WITNESS WHEREOF the signatories to this Agreement have caused it to be executed by their duly authorized officers on the dates specified below. This Agreement may be executed in counterparts.

Exhibit One

Eligible Municipalities under Agency Agreement paragraphs 5.2 and 5.3(a)

Arlington Heights
Barrington
Buffalo Grove
Des Plaines
Elk Grove Village
Evanston
Glencoe
Glenview
Hanover Park
Hoffman Estates
Inverness
Kenilworth
Lincolnwood
Morton Grove
Mount Prospect
Niles
Northbrook
Northfield
Palatine
Park Ridge
Prospect Heights
Rolling Meadows
Roselle
Skokie
South Barrington
Wheeling
Wilmette
Winnetka

SOLID WASTE AGENCY OF NORTHERN COOK COUNTY

BY-LAWS

As amended January 11, 1995

Article I

GENERAL

These By-Laws, together with **"An Agreement Establishing the Solid Waste Agency of Northern Cook County As A Municipal Joint Action Agency"** (the **"Agreement"**), govern the function and the operation of the Solid Waste Agency of Northern Cook County (the **"Agency"**).

Article II

BOARD OF DIRECTORS

1. Members and Powers. The Board of Directors of the Agency shall be comprised as provided in the Agreement and the By-Laws and shall exercise those powers specified in the Agreement and the By-Laws. If any Director ceases to serve as the President, Mayor, Chairman, elected member of the corporate authorities or chief administrative officer of the Member which appointed such person, becomes incapacitated or is otherwise removed as a Director by the corporate authorities of the appointing Member, that seat on the Board of Directors shall, subject to the provision for participation by Alternate Directors contained in Section 2 of this Article, be vacant until a successor is appointed by that Member. (For purposes of the By-Laws, **"Member"** shall have the same meaning as in the Agreement.)

2. Alternate Directors. The corporate authorities of any Member may, from time to time, select one or more Alternate Directors. Any such appointee shall meet the qualifications for office as a Director established under the Agreement and these By-Laws. Any Member selecting a Director or Alternate Director shall file with the Secretary of the Agency a certified copy of the ordinance or resolution designating its Director or Alternate Director. In the absence of any Director

at any meeting of the Board of Directors, an Alternate Director from the same Member may serve for all purposes as the Director from such Member.

3. Voting. Votes on matters considered by the Board of Directors may be cast only by the Directors or Alternate Directors in physical attendance at Board meetings. No proxy votes or absentee voting shall be permitted.

4. Election of Officers.

(a) The Board of Directors shall elect from among the Directors a Chairman of the Board of Directors and a Vice-Chairman of the Board of Directors. Such officers shall serve until the end of their term and thereafter until their respective successors are elected so long as any such officer shall also continue to be a Director pursuant to Section 8.2 of the Agreement. The term of office for those positions shall be two years. The term of the first persons elected as such officer will expire on April 30, 1990. In the absence of the Chairman of the Board of Directors or in the event of the Chairman's inability to act, the Vice-Chairman of the Board of Directors shall perform the duties of the Chairman, and when so acting, shall have all the powers of the Chairman. Upon the resignation or incapacity of any such officer or upon such person ceasing to be a Director, the Board of Directors shall elect one of the Directors to complete the term of office for that position.

(b) The Board of Directors shall select a person or persons, who need not be Directors, to the positions of Treasurer and Secretary. Such officers shall serve at the pleasure of the Board of Directors. Unless otherwise qualified as a Director or Alternate Director, the Treasurer or Secretary shall be given notice of all meetings of the Board of Directors and shall have the right to take part in the discussion of matters coming before the Board of Directors but shall have no vote.

(c) The Board of Directors may also, from time to time, by resolution create (and may subsequently discontinue) officer positions for the Agency in addition to those provided by the By-Laws. The Board of Directors shall determine the duties of such additional officers, which shall not conflict with the duties specifically given by the By-Laws to other officers. The Board of Directors shall determine the term of office and the method of selection and any compensation of such additional officers.

5. Rules. The Board of Directors may establish rules governing its own conduct and procedure. Questions of procedure for meetings of the Board of Directors which are not determined by its rules shall be governed by Robert's Rules of Order.

6. Compensation. No Director shall receive any compensation from the Agency for service as a Director (or as Chairman or Vice-Chairman of the Board of Directors) but Directors may be reimbursed for their actual expenses incurred with regard to Agency business and meetings.

7. Meetings.

(a) Regular meetings of the Board of Directors shall be held according to a schedule of meetings which the Board of Directors shall, from time to time, adopt. Regular meetings shall be held at least two times a year at times determined by the Board of Directors. The Chairman of the Board of Directors shall cause an agenda for the meeting to be provided to each of the other Directors and to each member of the Executive Committee. The business at the regular meetings may, pursuant to the rules governing the conduct and procedure of the Board of Directors, include items not specified in the agenda. At each regular meeting of the Board of Directors, the Executive Committee shall present a report of its activities and shall report on budget status and financial transactions including all disbursements of Agency funds occurring since the previous regular meeting.

(b) Special meetings of the Board of Directors may be called by its Chairman, by any four Directors (but not Alternate Directors), or by the Executive Committee. Written notice of special meetings shall be given at least two business days prior to such meetings to each Director and each member of the Executive Committee. The Notice shall include the time, date and location of the special meeting as well as an agenda specifying the subjects to be covered at the special meeting. The Notice shall be given by the person or persons calling the special meeting or, in the case of a meeting called by the Executive Committee, either its Chairman or the Secretary. Business conducted at special meetings shall be limited to those items specified in the agenda, except upon the consent of all the Directors then holding office (or in lieu of the consent of a Director absent at a meeting, the consent of the Alternate Director from that Municipality).

(c) All regular and special meetings shall be open to the public and public notice of such meetings shall be given, in each case in the manner (and with such exceptions) as provided by the "Open Meetings Act" (Ill. Rev. Stat. ch. 102, ¶¶ 41 - 46).

8. Quorum and Passage. A quorum for the transaction of all business by the Board of Directors shall consist of a majority of the Directors then holding office. No ordinance, resolution or other substantive matter shall be passed or approved by the Board of Directors except upon the affirmative vote of a majority of the Directors then holding office unless a greater majority is required pursuant to the Agreement of these By-Laws.

9. The Chairman of the Board of Directors. The Chairman of the Board of Directors shall preside at meetings of the Board of Directors. The Chairman shall also perform all duties specified for the Chairman in the By-Laws, all duties incident to the office of the Chairman of the Board of Directors and such other duties as may be prescribed by the Board of Directors from time to time, consistent with the Agreement and the By-Laws.

10. The Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Agency and receive and give receipts for monies due and payable to the Agency from any source whatsoever. The Treasurer shall be responsible for depositing all such monies in the name of the Agency in such banks, trust companies or other depositories as shall be approved as depositories by the Board of Directors and shall make investments of funds not immediately required. No Director or officer of the Agency shall be liable for any loss of money so deposited which loss occurs by reason of any failure or default of the depository. All deposits and investments shall be subject to the supervision of the Executive Committee. The Treasurer, should he or she not be a Director or Alternate Director, may receive compensation for service as Treasurer, as authorized by the annual budget. The Treasurer shall give a bond for the faithful discharge of his or her duties, in such amount and with such surety or sureties as are approved by the Board of Directors.

11. The Secretary. The Secretary shall be responsible for keeping the books and records of the Agency and shall be responsible for the preparation and retention of minutes of all meetings of

the Board of Directors and the Executive Committee. The Secretary, should he or she not be a Director or Alternate Director, may receive compensation for service as Secretary, as authorized by the annual budget.

Article III

EXECUTIVE COMMITTEE

1. Members and Powers. The Executive Committee shall be comprised as provided in the Agreement and the By-Laws and shall exercise those powers specified in the Agreement and the By-Laws. The persons appointed to the Executive Committee shall include (i) at least three persons who are Presidents, Mayors or elected members of the corporate authorities of Members and (ii) at least three persons who are chief administrative officers of Members they represent. Notwithstanding the previous sentences, the term of the current members of the Executive Committee shall continue until April 30, 1993 and until his or her successor is elected. The term of three of the members of the Executive Committee appointed for terms commencing on December 1, 1994 shall continue until April 30, 1996 and until his or her successor is elected. Thereafter, those three Executive Committee seats shall be for two-year terms expiring on April 30th of even numbered years and until his or her successor is elected. The term of four of the members of the Executive Committee appointed for terms commencing on December 1, 1994 shall continue until April 30, 1997 and until his or her successor is elected. Thereafter, four Executive Committee seats shall be for two-year terms expiring on April 30th of odd numbered years. The members of the Executive Committee shall serve until the end of their term and thereafter until their respective successors are elected. If any member of the Executive Committee ceases to serve as the President, Mayor, Chairman, elected member of the corporate authorities or chief administrative officer of the Member which appointed such person, becomes incapacitated or is otherwise removed as a member of the Executive Committee by the Board of Directors, that seat on the Executive Committee shall be vacant until a successor is appointed by the Board of Directors.

2. Voting. Votes on the Executive Committee may be cast only by the members of the Committee in physical attendance at its meetings. No proxy votes or absentee voting shall be permitted.

3. Officers of the Executive Committee. The Executive Committee shall elect from among its members a Chairman and Vice-Chairman of the Executive Committee. Such officers shall serve until the end of their term and thereafter until their respective successors are elected. The term of office for those positions shall be two years. The terms of the first persons elected as such officers will expire on April 30, 1990. Upon the resignation or incapacity of any such officer or upon such person ceasing to be a voting member of the Executive Committee, the Board of Directors shall elect one of its members to complete the term of office for that position.

4. Rules. The Executive Committee may establish rules governing its own conduct and procedure. Questions of procedure for meetings of the Executive Committee which are not determined by its rules shall be governed by Robert's Rules of Order.

5. Compensation. No one serving on the Executive Committee shall receive compensation from the Agency for that service or for service as Chairman or Vice-Chairman of the Executive Committee. Members and officers may be reimbursed for their actual expenses incurred with regard to Agency business and meetings.

6. Meetings.

(a) Regular meetings of the Executive Committee shall be held according to a schedule of meetings which the Executive Committee shall, from time to time, adopt.

(b) Special meetings of the Executive Committee may be called by its Chairman or by any two members of the Executive Committee. Written notice of special meetings shall be given at least twenty-four hours before such meeting to each member of the Executive Committee. The notice shall include the time, date and location of the special meeting as well as an agenda specifying the subjects to be covered at the special meeting. The notice shall be given by the person or persons calling the meeting or by the Secretary of the Agency. Business conducted at special meetings shall be limited to those items specified in the agenda, except upon the consent of all the voting members of the Executive Committee then holding office.

(c) All regular and special meetings of the Executive Committee shall be open to the public and public notice of such meetings shall be given, in each case in the manner (and with such exceptions) as provided by the "Open Meetings Act" " (Ill. Rev. Stat. ch. 102, ¶¶ 41 - 46).

7. Quorum and Passage. A quorum for the transaction of all business by the Executive Committee shall consist of a majority of the voting members then holding office. No resolution or other substantive matter shall be passed or approved by the Executive Committee except upon the affirmative vote of a majority or the voting members then holding office.

8. The Chairman of the Executive Committee. The Chairman of the Executive Committee shall preside at meetings of the Executive Committee and shall serve as the liaison between the Board of Directors and the Executive Committee. The Chairman of the Executive Committee shall also perform all duties specified in the By-Laws, all duties incident to this office and such other duties as may be prescribed by the Executive Committee consistent with the Agreement and the By-Laws. In the absence of the Chairman of the Executive Committee or in the event of the Chairman's inability to act, the Vice-Chairman of the Executive Committee shall perform the duties of the Chairman of the Executive Committee, and when so acting, shall have all the powers of the Chairman.

Article IV

BUDGET AND PURCHASES

1. Fiscal Year. The fiscal year of the Agency shall begin May 1 and end April 30.

2. Annual Budget and Appropriations. The Executive Director shall be responsible for preparation of a proposed combined budget and appropriations ordinance for the Agency. Copies of

the proposal shall be provided to the Directors and to the members of the Executive Committee. The Executive Committee shall review the proposed budget and appropriations ordinance and make any recommendations for change it determines appropriate. Following approval of a recommended budget and appropriations ordinance by the Executive Committee, copies shall be forwarded to the Board of Directors. The combined budget and appropriations ordinance shall be adopted by the Board of Directors before the beginning of the fiscal year, except that the combined budget and appropriations ordinance for the fiscal year 1989 shall be adopted as soon as practicable.

3. Expenditures. After adoption of the combined annual budget and appropriations ordinance by the Board of Directors, the Executive Committee and the officers of the Agency shall make only those expenditures which are authorized by the budget and appropriations ordinance and shall not contravene the provisions of the budget and appropriations ordinance without the approval of the Board of Directors.

Article V

AUDIT

The Board of Directors shall provide for an annual audit of the Agency to be made by an independent certified public accountant within 120 days after the end of each fiscal year. The books of the Agency shall be kept in accordance with generally accepted accounting principles. A copy of the annual audit report shall be delivered to each Member promptly upon its receipt by the Agency.

Article VI

PERSONNEL

Executive Director. The Executive Director shall be appointed by the Board of Directors under such terms and conditions of employment as the Board shall determine. The Executive Director shall exercise such powers and responsibilities as shall be determined from time to time by the Board of Directors or by the Executive Committee.

Article VII

CONTRACTS AND PURCHASES, LOANS AND CHECKS

1. Contracts And Purchases. The Board of Directors may authorize any officer or officers of the Agency (including any officer of the Board of Directors or the Executive Committee) or agent or agents to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Agency. Such authority may be general or confined to specific instances, consistent in each case with the By-Laws and the Agreement. The Board of Directors may by resolution provide procedures for the entering into of contracts and making purchases of services, goods, equipment, supplies and facilities. The procedures may provide authority for the Board of Directors, officers of the Agency or the Executive Committee to approve contracts and purchases and may make such provision as the Board of Directors deems appropriate for public bidding for contracts and purchases. The Executive Committee shall approve payments required under any contract or purchase entered into by the Agency.

2. Loans. The Agency may borrow money only upon the approval of the Board of Directors.

3. Checks. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness in the name of the Agency, shall be signed by such officer or officers (including any officer of the Board of Directors or the Executive Committee) or agent or agents of the Agency and in such manner as shall be provided by resolution of the Board of Directors.

Article VIII

NOTICES

Any notice or document required to be given under the Agreement or the By-Laws shall be deemed to be given, with respect to a Member, an officer of a Member, a Director or a member of the Executive Committee, if it is delivered or mailed to the principal office of that Member of the Member which appointed such person; and with respect to any other officer of the Agency if delivered or mailed to the principal office of the Agency. All notices shall be in writing. Any person or Member may waive any notice. Attendance by any person at a meeting is a waiver of notice of the meeting.

Article IX

AMENDMENT

Amendments to the By-Laws may be proposed by any Director or by any member of the Executive Committee. The amendment shall be submitted to each Director at least thirty days prior to the meeting of the Board of Directors at which the amendment is to be considered. The proposed amendment and the reasons for it shall be considered by the Board of Directors, along with the recommendations of the Executive Committee and any officer of the Agency. Concurrence of Directors equal to not less than a three-fourths vote of the then Directors shall be required to adopt any amendment to the By-Laws. No amendment shall cause the By-Laws to conflict with the Agreement.

Article X

EFFECTIVE DATE

The By-Laws shall become effective upon approval of the Board of Directors. Any amendment to the By-Laws shall take effect immediately upon its approval by the Board of Directors, unless the terms of the amendment otherwise provide.

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-51-2024: Approving and Authorizing the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: May 21, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
None.

EXECUTIVE SUMMARY:
The Village is a party to many Mutual Aid Agreements but does not have membership in an agreement related to Public Works. The Illinois Public Works Mutual Aid Network (IPWMAN) is an actively managed mutual aid network for Illinois. IPWMAN is one of the only agencies of its kind in the United States. Following the events of 9/11, Homeland Security Presidential Directive 8 expanded the definition of first responders to include public works personnel. Disasters are typically beyond the capabilities of most public works agencies. Local equipment may be damaged by the disaster rendering it out of service.

Following a disaster, local public works staff may be affected both emotionally and physically by the event, affecting their ability to safely perform work. Relying on neighboring communities as the only source of assistance is dangerous because they too can be impacted by the same disaster.

As first responders, public works agencies are involved with the disaster from the onset to the end of the recovery phase. During a disaster, public works equipment and manpower will be limited. No community is too large to need help and no community is too small to provide assistance.

Membership in IPWMAN is only $100 per year. Providing emergency response is entirely voluntary. The first five days of assistance are provided at not cost.
The benefits of being a IPWMAN member include:

- IPWMAN maintains an up-to-date and readily accessible listing of available statewide resources.
- IPWMAN partners with IEMA-OHS and other statewide mutual aid organizations as well as some non-governmental organizations.
- Comprehensive, public works driven and led training is made available to its members at no cost during the annual conference.
- Because of the defined operations plan, IPWMAN can expedite the coordination and arrival of mutual aid.

- Member agencies have access to assets from all over Illinois.
- There is no charge to the requesting member agency for the first five days of the response.
- By standardizing operating procedures, disaster response is safer and more efficient.
- Member agencies have quick and direct access to assets through an IPWMAN Duty Officer.
- IPWMAN not only coordinates equipment and manpower but also leadership support from member agencies who have experienced similar disasters.
- Each member agency signed the same agreement no matter their location or size.
- Being a member of IPWMAN will provide Winnetka with added peace of mind knowing that our community has access to mutual aid during times of need when local resources are overwhelmed.

RECOMMENDATION:
Consider adopting Resolution No. R-51-2024, Approving and Authorizing the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement.

ATTACHMENTS:
1. Resolution No. R-51-2024: Approving and Authorizing the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement
2. Summary of Winnetka Mutual Aid Agreements
3. Illinois Public Works Mutual Aid Network: Invoice #2511

RESOLUTION NO. R-51-2024

A RESOLUTION APPROVING AND AUTHORIZING THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN) AGREEMENT

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 Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party to the contract; and

WHEREAS, the Illinois Public Works Mutual Aid Network (***"IPWMAN"***) is an intergovernmental organization established via an intergovernmental mutual aid agreement (***"IPWMAN Agreement"***) entered into by public agencies within the State of Illinois (***"Participating Agencies"***); and

WHEREAS, pursuant to the IPWMAN Agreement, the Participating Agencies have agreed to provide one another with mutual aid in public works in the event of an emergency or disaster that threatens loss of life and property and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster; and

WHEREAS, the Village desires to enter into the IPWMAN Agreement and become a Participating Agency; and

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

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

SECTION 2: APPROVAL OF IPWMAN AGREEMENT. The Village Council hereby approves the IPWMAN Agreement in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: **AUTHORIZATION TO EXECUTE IPWMAN 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 IPWMAN Agreement.

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 21st day of May, 2024, pursuant to the following roll call vote:

AYES: ____

NAYS: ____

ABSENT: ____

ABSTAIN: ____

Signed

____

Village President

Countersigned:

____

Village Clerk

Exhibit A

IPWMAN AGREEMENT

Illinois Public Works
Mutual Aid Network Agreement

This Public Works Agreement (hereinafter "Agreement") is entered into by________________________ which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"*;* and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter "Act") authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

<u>SECTION I</u>: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

<u>SECTION II</u>: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. *"AGENCY"* means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. *"AID AND ASSISTANCE"* includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. *"AUTHORIZED REPRESENTATIVE"* means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. *"BOARD OF DIRECTORS"* is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. *"BOARD MEMBER"* is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. *"DISASTER"* means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and

Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN"* is the acronym for the Illinois Public Works Mutual Aid Network.

H. *"LOCAL EMERGENCY"* is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. *"MUTUAL AID RESOURCE LIST"* means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. *"NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)"* a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. *"PARTY"* means an agency which has adopted and executed this Agreement.

L. *"PERIOD OF ASSISTANCE"* means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. *"RESPONDING AGENCY"* means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. "*REQUESTING AGENCY"* means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

<u>SECTION III</u>: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP*. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

<u>SECTION IV</u>: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

<u>SECTION V</u>: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

<u>SECTION VI</u>: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

<u>SECTION VII</u>: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

<u>SECTION VIII</u>: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

<u>SECTION IX</u>: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

<u>SECTION X</u>: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

(1) Approve and execute this Agreement.

(2) Provide a fully executed copy of this Agreement to the Board of Directors.

(3) Provide the name and title of an authorized representative to the Board of Directors.

(4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this ______ day of _______________. 20__.

For the Agency

By:_______________________________________

Attest:_____________________________________

APPROVED (as to form):

By: ____

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this ______________day of _____________________, 20___.

By: ____

Mark Runyon
President of IPWMAN Board of Directors

Attest: ____

Joe Cronin
IPWMAN Secretary

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010

Summary of Winnetka Mutual Aid Agreements

Agreement Name	Scope of Agreement	Typical Primary Participating Agency	Limitations if Any
Northern Illinois Police Alarm System (NIPAS)	Emergency Response	Northern Illinois Police Departments	Law enforcement personnel focused
Police Assistance Agreement North Regional Major Crimes Task Force (NORTAF)	Crime Response, investigation, and solving	Northern Suburbs Police Departments	Law enforcement focused and limited to Northern Suburbs
Law Enforcement Mutual Aid Agreement (ILEAS)	Law Enforcement Mutual Aid - Statewide	State, County, and Local Police Departments	Law enforcement personnel focused
Mutual Aid Box Alarm System (MABAS)	Mutual aid agreement for statewide emergency response services	Fire Departments	Fire and Natural Disaster Rescue Focused. Limited to northern Illinois
IMUA Mutual Aid	Mutual Aid for communities with electrical grids and generation	Public Electrical Utilities	Focused on electrical grid. Nearest peer communities are Naperville and St. Charles
ILWARN	Mutual Aid for communities with potable water systems	Water utilities	Focused on water supply industry. Agreement may need updating.
Northeast Illinois Mutual Aid Network (NEIMAN)	Public Works Mutual Aid Network	Northwest Municipal Conference Public Works Departments	Agreement/agency is essentially defunct and not actively managed
Resolution No. R-16-2021: Emergency Snowplowing Shared Services Agreement	COVID- 19 Snow fighting response	North Shore Public Works Departments	Focused on snow operations during COVID-19 Public Health Emergency

Additional Notes: Winnetka has informal working relationships that allow us to share resources with our neighbors. For instance when our sweeper was down we recently worked with Glencoe to have them sweep the Ravines. However in the case of an emergency or when we both have emergency needs, this informal arrangement may not be enough.

UNPAID

ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK

PO Box 898
St. Charles, IL 60174
844-IPWMAN-9 (844-479-6269)
info@ipwman.org

Invoice #2511

Invoice Date: Thursday, April 11th, 2024

Due Date: Saturday, June 1st, 2024

Invoiced To
Winnetka, Village of
ATTN:
510 Green Bay Road
Winnetka, Illinois, 60093
United States

Description	Total
Membership I (fewer than 15,000) (Calendar Year)	$100.00 USD
Pro-rated Application Fee	$-25.00 USD
Sub Total	**$75.00 USD**
Credit	**$0.00 USD**
Total	**$75.00 USD**

Transactions

Transaction Date	Gateway	Transaction ID	Amount
No Related Transactions Found			
		Balance	**$75.00 USD**

PDF Generated on Thursday, April 11th, 2024

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-52-2024: Approving a Third Amendment to a Lease Agreement between the Village of Winnetka and the United States Postal Service (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: May 21, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

April 1, 2014 - The Council approves a new month-to-month lease with the United States Postal Service (USPS) for 512 Chestnut Street.
July 20, 2022 - The Village provides the USPS with the required 12-month termination notice, effectively ending the lease agreement on July 21, 2023.
July 6, 2023 - The Council approves the first amendment to the lease, extending the end of the lease to January 31, 2024.
December 5, 2023 - The Council approves the second amendment to the lease, extending the end of the lease to June 30, 2024.

EXECUTIVE SUMMARY:

The Village of Winnetka has had a lease agreement with the United States Postal Service (USPS) for the facility located at 512 Chestnut Street for many years. The current lease was approved by the Council on April 1, 2014 for a month to month period, with a 12 month termination notice requirement. In the summer of 2022, USPS contacted the Village staff and expressed interest in re-locating the post office to another location in Winnetka. The Village provided the USPS with the required 12 month termination notice on July 20, 2022; therefore, the original lease agreement terminated on July 21, 2023. On July 6, 2023, the Council approved the first amendment to the lease agreement, extending the term of the lease to January 31, 2024. The USPS requested an additional extension to the lease in December 2023, because they needed additional time to finalize the lease on the new location. The Council then approved a second amendment to the lease agreement, extending the term to June 30, 2024, and adding an option for the USPS to terminate the lease early with 30 days written notice to the Village.

The USPS has notified the Village that additional time is needed to prepare for the move to their new location on Lincoln Avenue and has requested a third short term extension for the 512 Chestnut Street lease. Given the importance of having the USPS located in downtown Winnetka for the benefit of residents and activity in the commercial district, Council is asked to consider extending the lease. The terms of the third amendment to the lease are unchanged except for the expiration date - the lease now expires January 31, 2025, rather than June 30, 2024.

RECOMMENDATION:
Consider approval of Resolution No. R-52-2024: Approving a Third Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service.

ATTACHMENTS:
1. Resolution No. R-52-2024: Approving a Third Amendment to a Lease Agreement between the Village of Winnetka and the United States Postal Service

A RESOLUTION APPROVING A THIRD AMENDMENT TO A LEASE AGREEMENT BETWEEN THE VILLAGE OF WINNETKA AND <u>THE UNITED STATES POSTAL SERVICE</u>

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 previously entered into a Lease Agreement (***"Lease"***), pursuant to which the Village leased to the United States Postal Service (***"Tenant"***) a portion of the property commonly known as 512 Chestnut Street, Winnetka, Illinois to provide Tenant the use for a post office; and

WHEREAS, the Lease is a month-to-month lease, provided that, according to Section 6 of the Lease, the Lease may be terminated by either party with 365 days' written notice; and

WHEREAS, due to the Village's development plans, the Village provided notice to the Tenant (***"Termination Notice"***) under Section 6 of the Lease that the Village would be terminating the Lease effective on July 21, 2023 (***"Termination Date"),*** which Termination Notice was received by Tenant in a timely manner; and

WHEREAS, the Village and the Tenant amended the Lease to extend the term of the Lease to January 31, 2024 pursuant to a First Amendment to Lease Agreement, and then again to June 30, 2024 pursuant to a Second Amendment to Lease Agreement; and

WHEREAS, the Village and Tenant now desire to further extend the term of the Lease to January 31, 2025 pursuant to a Third Amendment to Lease Agreement (***"Third Amendment"***); and

WHEREAS, pursuant to the Village's home rule authority, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Third Amendment with the Tenant pursuant to this Resolution;

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

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

<u>SECTION 2</u>: <u>APPROVAL OF THIRD AMENDMENT</u>. The Village Council hereby approves the Third Amendment in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

<u>SECTION 3</u>: <u>AUTHORIZATION TO EXECUTE THIRD AMENDMENT</u>. 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 Third Amendment.

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

ADOPTED this 21st day of May, 2024, pursuant to the following roll call vote:

AYES: ______________________________

NAYS: ______________________________

ABSENT: ______________________________

ABSTAIN: ______________________________

Signed

____

Village President

Countersigned:

____

Village Clerk

EXHIBIT A

<u>THIRD AMENDMENT TO LEASE AGREEMENT</u>

<u>THIRD AMENDMENT TO LEASE AGREEMENT</u>

This **THIRD AMENDMENT TO LEASE AGREEMENT** (***"Third Amendment"***) made this ___ day of ______________, 2024 ("**Execution Date**"), by and between **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**VILLAGE**"), and the **UNITED STATES POSTAL SERVICE** ("**Tenant**").

WHEREAS, the Village owns the property commonly known as 512 Chestnut Street, Winnetka, Illinois (***"Property"***); and

WHEREAS, the Village and Tenant entered into that certain lease known as Lease J00000406397 (***"Lease"***) for the Tenant to lease a portion of the Property to use for a post office (***"Premises"***); and

WHEREAS, the Lease is a month-to-month lease, provided that, according to Section 6 of the Lease, the Lease may be terminated by either party with 365 days' written notice; and

WHEREAS, the Village has plans to develop the Property; and

WHEREAS, due to the Village's development plans, the Village provided notice to the Tenant (***"Termination Notice"***) under Section 6 of the Lease that the Village would be terminating the Lease effective on July 21, 2023 (***"Termination Date"***), which Termination Notice was received by Tenant in a timely manner; and

WHEREAS, Tenant negotiated a lease for use of another property in the Village to you that property as a post office; and

WHEREAS, because Tenant was yet ready to occupy another property in the Village, Tenant requested that the Village extend the Lease until January 31, 2024 pursuant to that certain "First Amendment to Lease Agreement" dated July 6, 2023 (***"First Amendment"***), and then again until June 30, 2024 pursuant to that certain "Second Amendment to Lease Agreement" (***"Second Amendment"***); and

WHEREAS, Tenant has once again requested that the Village extend the Lease pursuant to this Third Amendment; and

WHEREAS, the Village and Tenant desire to provide for an extension of the Lease as more particularly set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the mutual agreements set forth in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Tenant have agreed, and hereby agree that the Lease is amended as follows:

1. **<u>Recitals Incorporated</u>**. The Recitals set forth above are hereby incorporated by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Section 1.

2. **Extension of Lease**. The term of the Lease is hereby extended to June 30, 2024 (***"Extended Termination Date"***). Tenant agrees: (i) it will vacate the Premises by no later than 11:59 p.m. on January 31, 2025 unless the Village and Tenant extend the Lease; and (ii) no further notices or other actions are needed to be taken by the Village for the Lease to terminate on the Extended Termination Date. Notwithstanding anything in the Lease to the contrary, Tenant shall have the right to terminate the Lease at any time upon thirty (30) days prior written notice.

3. **Condition of Premises**. Tenant is in possession of the Premises and accepts the same "as is" without any representations or warranties of any kind. No agreement of the Village to alter, remodel, decorate, repair or improve the Premises (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises have been made by or on behalf of the Village or relied upon by Tenant in connection with this Third Amendment.

4. **Brokers**. The Village and Tenant represent and warrant to each other that they have had no dealings with any real estate broker, finder, commissions or other person entitled to compensation for services rendered in connection with the negotiation or execution of this Third Amendment, and the Village and Tenant each agree to defend, indemnify and hold harmless the other from and against any claim for broker's or finder's fees or commissions made by any entity, asserting such claim by, through or under it.

5. **Time is of the Essence**. Time is of the essence of this Third Amendment and the Lease and each provision hereof and thereof.

6. **Submission of Third Amendment**. Submission of this instrument for examination shall not bind Landlord and no duty or obligation on Landlord shall arise under this instrument until this instrument is approved by and signed and delivered by the Village and Tenant.

7. **Entire Agreement**. This Third Amendment, the First Amendment, Second Amendment, and Lease contain the entire agreement between the Village and Tenant with respect to Tenant's leasing of the Premises.

8. **Severability**. If any provision of this Third Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Third Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist herein.

9. **Lease In Full Force and Effect**. Except as modified by this Third Amendment, all of the terms, conditions, agreements, covenants, representations, warranties and indemnities contained in the Lease and First Amendment remain in full force and effect.

10. **Integration of the Third Amendment and Lease**. This Third Amendment, First Amendment, and Lease shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Lease or the First Amendment, the terms and provisions of this Third Amendment shall, in all instances, control and prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment as of the day and year first above written.

LANDLORD:

VILLAGE OF WINNETKA
an Illinois home rule municipal corporation

By: ___________________________
Name: Robert M. Bahan
Title: Village Manager

TENANT:

UNITED STATES POSTAL SERVICE

By: ___________________________

Its: ___________________________

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-53-2024: Approving a Contract with Aqueous Infrastructure Management Co. for Wet Well Cleaning and Video Inspection (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: May 21, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
The 2024 Water Fund Budget contains $32,000 (account no. 520.61.40-567) for wet well cleaning and video inspection.

EXECUTIVE SUMMARY:
The Electric and Water Plants utilize what are known as 'wet wells' to bring raw water into the plant. Lake water is fed into these wells, which are approximately 25 feet below lake level, by gravity. Pumps are then used to bring the water into both plants. The Water Plant treats and filters this water to make potable water safe for consumption. The Electric Plant uses this water for cooling of the generation equipment.

Plant staff have discovered sand and gravel in the settling basins of the plant, likely as a result of sand buildup in the wet wells which is being drawn in through the pumps. In the long term, this could lead to damage to the pumps and issues in the water treatment process. In light of these issues, staff sought contracted services to clean the debris from within the wells. The last time these wells were cleaned was 2014.

Request for Bid RFB #024-007 was issued on February 14, 2024, to address the cleaning of the wet wells. The scope of work includes using certified divers to vacuum debris from within the wells and providing a post-inspection video and report. The Village sought unit prices per square foot of well. Bids were due on March 14, 2024, with the following companies submitting bids.

	Unit Price/sqft	Total Contract Price
Northern Divers LLC	$40.54	$45,242.64
Chicago Underwater	$31.08	$34,685.28
Ballard Marine	$75.21	$83,934.36
Aqueous Infrastructure Mgmt.	$19.97	$22,286.52

Aqueous Infrastructure Management Co. (AIM) submitted the lowest responsive bid. The Village has not previously utilized AIM for this type of work. Staff performed reference checks for similar projects conducted by AIM in Lincolnshire and Donnellson, Illinois. Staff also verified that AIM meets the certification and insurance requirements to do the work. Based on this due diligence, staff believes AIM can adequately perform the wet well cleaning.

In evaluating the bids, consideration was given to the timing of the work. During the generation season (May 15 - September 15), there is too much water flow through the Electric Plant wet wells to allow for a diver to safely enter. In order to safely do this work, the Electric Plant wet wells will be cleaned in the fall. Due to AIM having to mobilize twice, an added charge of $4,895 will be applied to their bid. Even with the added charge, they are still the lowest apparent bidder among the group.

The Water Fund Budget includes $32,000 (account no. 520.61.40-567) for this work. AIM proposed a cost of $22,286.52 with an added $4,895 for a second mobilization. The total cost of the proposed work is $27,181.52.

Resolution No. R-53-2024, prepared by the Village Attorney, Approves a Contract with Aqueous Infrastructure Management for the wet well cleaning.

RECOMMENDATION:

Consider adoption of Resolution No. R-53-2024, prepared by the Village Attorney, Approving a contract with Aqueous Infrastructure Management for wet well cleaning in an amount not to exceed $27,181.52.

ATTACHMENTS:

1. Resolution No. R-53-2024: Approving a Contract with Aqueous Infrastructure Management Co. for Wet Well Cleaning and Video Inspection

RESOLUTION NO. R-53-2024

A RESOLUTION APPROVING A CONTRACT WITH AQUEOUS INFRASTRUCTURE MANAGEMENT CO. FOR WET WELL CLEANING AND VIDEO INSPECTION

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

WHEREAS, the Village's Water and Electric Plants have wet wells (***"Wells"***) for making drinking water and for cooling purposes during electric generation; and

WHEREAS, the Village issued Bid #024-007 (***"Request for Bids"***) for services that include cleaning the Wells to remove the debris and performing a video inspection of the Wells (***"Services"***); and

WHEREAS, the Village received four Bids (***"Bids"***) to provide the Services and opened the Bids on March 14, 2024; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Aqueous Infrastructure Management Co. (***"AIM"***) is the lowest responsive and responsible bidder to provide the Services; and

WHEREAS, the Village Council desires to enter into a contract with AIM to provide the Services for the Village (shown in **Exhibit A**) in an amount not to exceed $27,181.52 (***"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 AIM;

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 AIM 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 21st day of May, 2024, pursuant to the following roll call vote:

AYES: ____
NAYS: ____
ABSENT: ____
ABSTAIN: ____

Signed

____
Village President

Countersigned:

____
Village Clerk

Exhibit A

CONTRACT

Exhibit A

VILLAGE OF WINNETKA

RFB #024-007

CONTRACT FOR

Wet Well Sediment Removal

Full Name of Bidder	Aqueous Infrastructure Management Co.		("Bidder")
Principal Office Address	11 Ridge Hill Rd, Assonet, MA 02702		
Local Office Address	11 Ridge Hill Rd, Assonet, MA 02702		
Contact Person	Alisa Riccardi	Telephone Number	508-635-1370

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, 2 and 3 ***[if none, write "NONE"]****, which are securely stapled to the end of this Contract.*

1. **Work Proposal**

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

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

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

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

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

2. **Contract Price Proposal**

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

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

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

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

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

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

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

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

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

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by ***May 31, 2024.***

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds totaling 100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

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

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

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

Dated: March 11, 2024.

Bidder's Status: (✓) Massachusetts Corporation ( ) ______________ Partnership ( ) Individual Proprietor

(State) (State)

Bidder's Name:

Aqueous Infrastructure Management Co.

Doing Business As (if different):

____

Signature of

(Corporate Seal, if a corporation)

Printed Name: Alisa Riccardi

Title/Position: Bid Manager

Bidder's Business Address:

11 Ridge Hill Rd.

Assonet, MA 02702

Bidder's Business Telephone: 508-635-1370 Facsimile: 508-758-6128

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

NAME	TITLE	ADDRESS
David Cornish	President	11 Ridge Hill Rd, Assonet, MA 02702

ATTACHMENT A: SPECIFICATIONS

1) **PROJECT DESCRIPTION AND REQUIREMENTS:**
The Water & Electric Department of the Village of Winnetka is seeking qualified firms to provide contracted services for the sediment removal from the Water Plant's raw water wet wells and the underwater inspection of a traveling screen . The wet wells are constructed with concrete and accessed through hatches in the top. All work will be performed while the wet well's remain in service.

The raw water wet well consists of ten chambers and is located at 735 Tower Road, Winnetka, Illinois. There are ten separate chambers with a total area of 1,116 square feet. The wet wells are located below grade and accessible by 24" x 27" hatches within the pump house building. The chambers all have a depth of 27 feet.

2) **WET WELL DESCRIPTION:**
The wet well is configured to allow for direct vertical access. This will require flexible suction lines and/or bends. The Contractor must remove and replace any grating in the wet wells to allow for access. No additional compensation will be allowed for special piping, rigging, etc., to complete the work.

Chamber sizes are as follows:

(2)	12' wide by 21' long	504 sq. ft.
(2)	7' wide by 14' long	196 sq. ft.
(2)	7' wide by 8' long	160 sq. ft.
(2)	10' wide by 8' long	160 sq. ft.
(2)	9' wide by 8' long	144 sq. ft.

3) **WORK PROVISIONS:**
   a) The work will be performed on a mutually agreeable date by July 1, 2024.
   b) All work must be scheduled during normal Water Plant working hours (Monday-Friday; 7:30-4:00 p.m.).
   c) The last cleaning of five of the ten wet wells was performed in 2015. No date was determined for the cleaning of the remaining five wet wells.

4) **ENVIRONMENTAL CONSIDERATIONS:**
The contractor shall be responsible for sediment removal and dewatering before discharging water into a Village designated area.

5) **HEALTH AND SAFETY REQUIREMENTS:**
   a) Contractor shall comply with all applicable federal, state, and local requirements for protecting the safety of the Contractor's employees, institution staff, and the environment. In particular, all applicable OSHA standards shall be followed when working in accordance with this contract.
   b) No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces. Contractor shall at all times keep adjacent areas of the job site free from debris, equipment, and accumulation of waste materials.
   c) Contractor shall perform a comprehensive interior inspection of the reservoirs in accordance with AWWA Water Supply and Potable Water Storage Practices.

6) **CONTRACTOR QUALIFICATIONS:**
   a) Contractor's firm must be an established company with a minimum of five (5) years of experience and completely familiar with the specific requirements and methods needed for proper performance of this Contract.
   b) Contractor shall have conducted a minimum of twenty (20) inspections and cleanings of water tanks using those methods bid over the past five (5) years.
   c) Contractor's technical staff assigned to this Contract must have a minimum of one (1) year experience to perform any service under this contract.

7) **EQUIPMENT STORAGE:**
The Contractor, at his/her sole risk, may store his/her equipment at the Water Plant parking lot during the project. Insurance for said equipment will be the responsibility of the contractor/equipment owner.

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

9) **WET WELL CLEANING:**
   a) Contractor shall thoroughly remove all accumulated bottom sediment and debris from the raw water wet well.
   b) All accumulated bottom sediment and debris shall be removed in a manner that does not compromise the wet well integrity.
   c) Cleaning work shall not cause disruption to the use or quality of the water.
   d) The wet well shall remain in operation while the cleaning is in progress. If shut down is necessary, it shall be for a minimal period.
   e) Cleaning of the wet well floor will be performed with a vacuum pump.
   f) Cleaning shall remove the sediments while water system remains on-line.
   g) Turbidity shall be kept to a minimum, preserving incoming raw water quality.

10) **COMPOUNDS/SOLVENTS/FLUIDS:**
   a) Any compounds, solvents or fluids, if required, must be Environmental Protection Agency (EPA), Food and Drug Administration (FDA), National Sanitation Foundation (NSF) approved.
   b) If required, Contractor will submit a list of the compounds, along with MSDS sheets, to the Plant Superintendent or designee for review/approval prior to cleaning the wet well.

11) **DISPOSAL OF WASTE:**
   a) Contractor will coordinate with the Village for waste and debris material collected. The Village will provide a suitably sized roll off truck dumpster for the collection of all removed debris. The Village will responsible for the disposal of the material.
   b) Sediment and water removed shall be pumped out of the structure to a designated discharge point using silt dewatering bags (provided by Contractor.)
      i) Water, free of sediment, can be pumped into the intake pond.
      ii) Sediment removed from the wet well and placed in the dumpster will be disposed of by the Village.

c) Disposal of treated wastewater will be in accordance with all state, local, and federal regulations.
d) Contractor must meet all EPA and OSHA guidelines in the proper handling and disposal of waste.

12) DIVERS AND DIVING OPERATIONS:

a) All diving operations shall be conducted by certified commercial divers who have graduated from an ACDE approved Commercial Diving Course or equal. Alternatively, divers who have completed specialized military training i.e., Navy 1st or 2nd Class Dive Courses or Master Dive School shall also qualify.
b) The dive team shall consist of no less than a two-person team, all of whom shall be certified commercial divers. All team members shall have a current CPR & First Aid Card, 02 Administrator Card, and a complete diver physical within the past 24 months.
c) Dive Contractor shall have available for examination, the following documentation: Copy of Standards and Procedures Manual, Safe Practices Manual, Diver Logbooks, and the latest Air Testing Reports.
d) All diving operations shall be conducted with surface-supplied commercial grade diving equipment, including compressor (or compressed air bottle storage system), volume tank, air control system, filter system and pneumofathometer. The air source shall have been tested within the past 180 days, for oil mist and other contaminants, in accordance with OSHA 29 CFR.
e) Dive team shall be equipped to allow for real-time surface monitoring of all diving activities and findings.

13) INDUSTRY STANDARDS/CERTIFICATIONS:

All work performed on this contract shall adhere to the most current standards of the following:

a) American Water Works Association (AWWA)
b) U.S. Occupational Safety & Health Administration (OSHA)
c) Environmental Protection Agency (EPA)
d) All state, local, and federal regulations related to the service performed.

14) CLEANING SERVICE REPORT AND VIDEO:

Contractor will submit a detailed "Service Report" at the conclusion of cleaning. This Report shall indicate, but not be limited to, the following:

a) Job site location and address.
b) Date and time of cleaning.
c) Name and certificate number of the technician(s).
d) Measurements and recordings of bottom sediment depth.
e) Identify any mechanical, accessibility, and safety concerns.
h) Identify any defects and recommendations for repair or upgrades.
i) Identify in detail which component(s) is in need of repair/replacement/upgrade.

15) SUBMITTAL REQUIREMENTS:

Along with a bid amount, please include the following in your response:

a) A listing of other wet well, storage tank inspections and cleaning projects completed within the last five years, including project scope, location, and contact persons.
b) Hourly rates by project personnel classification.

SCHEDULE OF PRICES

Company Name: Aqueous Infrastructure Management Co.

Contact: ____________________

Signature ____________________

Phone: 508-635-1370

Sediment Removal Cost on Unit Cost (Square Ft.): $19.97

Total Cost: Bidder's Unit Cost x 1,116 Sq. Ft. = $22,287.00

Note: The Village reserves the right to reduce the total square footage of the sediment removal project due to budgetary considerations.

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of _______________, 20___.

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

VILLAGE OF WINNETKA

Signature: ______________________________

Printed name: ______________________________

Title: ________________________

VILLAGE·OF·WINNETKA

Incorporated in 1869

FEBRUARY 22nd, 2024

ADDENDUM NO. 1
REQUEST FOR BIDS
WET WELL SEDIMENT REMOVAL
RFB #024-007
VILLAGE OF WINNETKA

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

1) Are there any drawings of the Wet Wells that can be made available.

   Drawings are available upon request from Nick Narhi – Assistant Director of Water & Electric nnarhi@winnetka.org.

2) ***On page 8, #1 Project Description and Requirements*** it states an underwater inspection of the traveling water screens. To properly perform an underwater inspection of a Traveling water screen, several screen baskets need to be removed so the diver can properly inspect the foot assembly. Is removal of screen baskets and inspection of the foot assembly part of the "underwater Inspection of a Traveling Water Screens.?

   Visual inspection of the traveling screens should be performed without disassembly.

3) ***On page 8, #2 Wet Well Descriptions;*** it outlines the 10- bays that need to be cleaned. Are these locations lake side of the Traveling water screen, pump side of the Traveling water screens or both sides of the Traveling water screens.

   Both sides of the traveling water screens.

510 Green Bay Road, Winnetka, Illinois 60093

4) ***In the bid specs, Page 10, #12 Divers and Diving Operations, line b)*** it states that a dive team shall consist of no less than a two-person team. Under #13, b) on the same page, it states we have to follow OSHA guidelines. OSHA requires a minimum of a three-person dive team. Can you please confirm that a minimum of a three-person team is required.

Minimum of a three person dive team is required per OSHA standards.

If you have any questions regarding Addendum #1, please contact me at (847)716-3513.

Tim Sloth
Finance Director

VILLAGE·OF·WINNETKA

Incorporated in 1869

MARCH 1st, 2024

ADDENDUM NO. 2
REQUEST FOR BIDS
WET WELL SEDIMENT REMOVAL
RFB #024-007
VILLAGE OF WINNETKA

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

1. One of the addendum questions and answers say "the water flow will not be shut off" can you provide the water flow rates on both sides on the Traveling Screens ?

   The plant will be lowered to 2 MGD.

2. Do you have an estimated debris depth ?

   We have an approximate depth of around 1 foot but that cannot be verified.

3. Is there a ladder in the bay for access down into the bays ?

   There are ladders for only 2 locations you will need to provide ladders for other locations.

4. What is the actual completion date requirement?

   Preferred completion date is 5/1 to avoid high pumpage.

If you have any questions regarding Addendum #2, please contact me at (847)716-3513.

Tim Sloth
Finance Director

VILLAGE·OF·WINNETKA

Incorporated in 1869

MARCH 11th, 2024

ADDENDUM NO. 3
REQUEST FOR BIDS
WET WELL SEDIMENT
RFB #024-007
VILLAGE OF WINNETKA

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

1. One of the addendum questions and answers say "the water flow will not be shut off" can you provide the water flow rates on both sides on the Traveling Screens ?

   The plant will be lowered to 2 MGD.

2. Do you have an estimated debris depth ?

   We have an approximant depth of around 1 foot but that cannot be verified.

3. Is there a ladder in the bay for access down into the bays ?

   There are ladders for only 2 locations you will need to provide ladders for other locations.

4. What is the actual completion date requirement?

   Preferred completion date is 5/1 to avoid high pumpage.

If you have any questions regarding Addendum #3, please contact me at (847)716-3513.

Tim Sloth
Finance Director

510 Green Bay Road, Winnetka, Illinois 60093

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Ordinance No. MC-05-2024: Amending the Winnetka Village Code to Increase the Village Manager's Purchasing Authority for Purchase Orders, Contracts, and Change Orders (Introduction/Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: May 21, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:
Chapter 4.12 of the Winnetka Village Code delegates authority to the Village Manager, Department Heads, the Finance Director and Purchasing Agent to authorize purchases and promote efficient purchasing and procurement processing. From time to time, the purchasing authority of the Village Manager is adjusted to keep up with inflation or to promote greater efficiencies. The most recent adjustment was in 2018 via Ordinance No. MC-03-2018 which authorized the Village Manager to execute change orders up to $25,000.

EXECUTIVE SUMMARY:
The Village Manager's current purchasing authority is $25,000 with an allowance to delegate $10,000 (40%) to the Finance Director. The Village Manager's authority of $25,000 has been in place since 1999. The delegation authority of $10,000 was last increased in 2018 and was raised from $5,000 to $10,000. Since 1999, the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index (CPI-U) has increased from 164.3 to 313.548, which means $25,000 in 1999 is worth $47,709.68 today. The Village Manager's purchasing authority has been eroded by 52% simply due to accumulated inflation. To correct for the erosion of spending authority due to inflation, staff proposes to increase the Village Manager's Purchasing authority to $50,000 with an allowance to delegate $20,000 (40%) to the Finance Director.

RECOMMENDATION:
Consider adoption of Ordinance No. MC-05-2024**:** an ordinance amending the Winnetka Village Code to increase the Village Manager's Purchasing Authority for purchase orders, contracts and change orders.

ATTACHMENTS:
1. Ordinance No. MC-05-2024: Amending the Winnetka Village Code to Increase the Village Manager's Purchasing Authority

ORDINANCE NO. MC-05-2024

AN ORDINANCE AMENDING THE WINNETKA VILLAGE CODE TO INCREASE THE VILLAGE MANAGER'S PURCHASING AUTHORITY FOR PURCHASE ORDERS, CONTRACTS, AND CHANGE ORDERS

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Chapter 4.12 of the "Winnetka Village Code" (***"Village Code"***), among other things, delegates authority to the Village Manager, Department Heads, the Finance Director, and Purchasing Agent to authorize certain types of purchases to promote an efficient purchasing and procurement process; and

WHEREAS, Chapter 4.12 currently provides the Village Manager authority to approve certain types of purchase orders, award bids and sign contracts, provided the amount of the purchase order, bid award or contract does not exceed $25,000; and

WHEREAS, pursuant to its home rule authority, the Village Council desires to increase the Village Manager's purchasing authority for administrative approvals of purchase orders, contracts and change orders from $25,000.00 to $50,000.00 (***"Proposed Amendment"***), to further add efficiency to the Village's purchasing and procurement process; and

WHEREAS, the Village Council has determined that adopting the Proposed Amendment is in the best interest of the Village and its residents;

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

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

SECTION 2: AMENDMENT OF AUTHORITY OF VILLAGE MANAGER. Section 4.12.010, titled "Purchasing and Contracts," of Chapter 4.12, titled "Purchasing," of Title 4, titled, "Revenue and Finance," of the Village Code is hereby amended and shall read as follows (**additions are bold and double underlined**; ~~deletions are struck through~~):

"**Section 4.12.010 Purchasing and contracts.**

* * *

D. Approval Authorities. The Village Manager shall have the authority to approve purchase orders, award bids, and sign contracts for the purpose of supplies, and for any work or other public improvement which is not to be paid for in whole or in part by special assessment or special taxation; provided, the amount of such purchase order, bid award or contract does not exceed ~~twenty-five thousand dollars ($25,000.00)~~ **$50,000.00** ("*Intermediate Contracts*"). The Village Manager shall have the authority to issue and approve a change order to any Intermediate Contract, provided that no such change order shall result in the total price of the Contract exceeding ~~$25,000.00~~ **$50,000.00**. All purchase orders, bid awards, and contracts in excess of ~~$25,000.00~~ **$50,000.00** shall be approved by the Village Council and executed by the President ("*Major Contracts*"). The Village Manager shall have the authority to issue and approve a change order to any Major Contract, provided that no such change order, individually or when combined with any previous change order to the same Contract exceeds the lesser of ~~$25,000~~ **$50,000.00** or 25 percent of the original price of the Contract. The Village Manager may delegate the approval of purchase orders, the award of bids, and the signing of contracts not exceeding ~~ten thousand dollars ($10,000.00)~~ **$20,000.00** ("*Minor Contracts*") to any department head, the Finance Director or the Purchasing Agent, or to any combination of department head, Finance Director or Purchasing Agent ("*Purchasing Delegee*"). The Purchasing Delegee shall have the authority to issue and approve a change order to any Minor Contract, provided that no such change order shall result in the total price of the Contract exceeding ~~$10,000.00~~ **$20,000.00**. The terms and conditions of such delegations shall be set forth in the written purchasing policy established by the Village Manager."

*   *   *

SECTION 3: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 21st day of May, 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: May 21, 2024

Passed and Approved: _______________, 2024