



Village of Winnetka

Village Council Regular Meeting

September 3, 2024 at 7:00 PM

Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. September 10, 2024 Study Session
 - b. September 17, 2024 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Presentations**
 - a. Approval of September 11 Memorial Flag Planting on the Village Green - Cripe Family
 - b. Annual Comprehensive Financial Report (ACFR)
7. **Establishment of Consent Agenda**
8. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. August 6, 2024 Regular Meeting
 - b. Approval of Warrant List Dated July 12, 2024 - July 25, 2024
 - c. Approval of Warrant List Dated July 26, 2024 - August 9, 2024
 - d. Ordinance No. MC-08-2024: Amending "The Winnetka Code," as Amended, to Adopt Editions of Various International Code Council (ICC) Codes and National Fire Protection Association (NFPA) Codes and Standards (Adoption)
 - e. Resolution No. R-66-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Resco for the Purchase of a 2000 KVA Pad Mount Transformer (Adoption)

NOTICE

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

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

- f. Resolution No. R-67-2024: Approving a Professional Services Agreement with Strand Associates, Inc. for the Design of the Ravines Forcemain Rehabilitation and Replacement Project (Adoption)
- g. Resolution No. R-68-2024: Fire Department Regional Training Officer Intergovernmental Agreement (Adoption)
- h. Resolution No. R-69-2024: Approving Change Order No. 1 to the Contract with Di Meo Brothers, Inc. for Construction Services for the Crow Island Stormwater Storage and Conveyance Project (Adoption)

9. Ordinances and Resolutions

- a. Ordinance No. M-10-2024: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of a New Single-Family Residence Within the R-2 Single Family Residential District - 473 Sheridan Road (Introduction/Adoption)

10. Old Business

11. New Business

12. Appointments

13. Closed Session

14. Adjournment



Agenda Item Executive Summary

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

PRESENTER: Robert M. Bahan

AGENDA DATE: September 3, 2024

CONSENT: No

ITEM TYPE: Presentation

ITEM HISTORY:

Annual tradition since 2008.

EXECUTIVE SUMMARY:

In 2008, a tradition began to remember and honor the victims of the September 11, 2011 terrorist attacks by planting 2,977 American flags on the Village Green. Residents Andrew, Christina, Henry, Charlie, William, and Julia Cripe are requesting Council authorization to continue this tradition. The Village has previously granted this request since 2008. The flags will be planted on September 10, and will be removed at sundown on September 11.

RECOMMENDATION:

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

ATTACHMENTS:

1. September 11 Village Green Flag Planting Request

From: The Cripe Family (Andrew, Christina, Henry, Charlie, William and Julia)
Date: August 28, 2024
To: Rob Bahan, Village Manager; Chris Rintz, Village President; Village Council
CC: John Ripka, Fire Chief
Brian O'Connell, Police Chief
Subject: Winnetka Village Green flag planting request for Memorial Day Observance

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

As you know, our family has served as the caretakers of the annual 9/11 flag planting tradition on the Village Green in recent years. We are seeking permission to again plant American flags on the Village Green at the base of the Cenotaph to pay tribute to the 2,977 victims of the September 11 terrorist attacks 23 years ago. The flags would be planted beginning at 3:30 p.m. the afternoon of Tuesday, September 10, 2024, and will remain standing until sundown on Wednesday, September 11, 2024, at which time they will be removed and stored for future observances.

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

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

Thank you for your consideration and support.

Sincerely,

William Cripe (New Trier, Junior) and Julia Cripe (Washburne, 7th Grade)

Cc: Andrew, Christina, Henry and Charles Cripe



Agenda Item Executive Summary

TITLE: Annual Comprehensive Financial Report (ACFR)

PRESENTER: Tim Sloth

AGENDA DATE: September 3, 2024

CONSENT: No

ITEM TYPE: Presentation

ITEM HISTORY:

The Village is required by the State of Illinois to have an audit of its financial statements by an independent auditor following the close of each fiscal year. The audit culminates with the production of the Annual Comprehensive Financial Report (ACFR). Ron Amen, partner from the Village's accounting firm of Lauterbach and Amen, will be present at the meeting to review the report and answer any questions.

EXECUTIVE SUMMARY:

The Annual Report is the Village's final accounting for the fiscal year ending December 31, 2023, and is summarized into four parts:

- **Transmittal Letter:** The purpose of the Transmittal Letter is to provide a broader and more subjective overview of factors impacting the community, supporting, but not reproducing, the information included in the Management's Discussion and Analysis addressed below.
- **Independent Auditor's Report:** This independent auditors report identifies the scope of the audit review and their opinion whether the municipality's financial data is fairly presented.
- **Management Discussion and Analysis (MD&A):** The purpose of the MD&A is to introduce users to basic financial statements with a narrative, introduction, overview and analysis of those statements. The MD&A is required supplemental information and as such may address only the specific technical topics identified by GAAP (Generally Accepted Accounting Principles).
- **Financial Statements:** This section includes both the Government-Wide and Fund Financial Statements and the accompanying notes. The overall financial position of the Village remains strong. The General Fund Balance currently totals \$29,790,603. Of this amount, \$12.2 million is assigned for near-term capital projects, leaving an unassigned fund balance of \$17,590,603 or 67.3% of budgeted expenditures and exceeding the 50% policy parameter. For 2023, the Village budgeted to drawdown fund balance by \$6,672,516 with the actual drawdown of fund balance totaling \$2,283,628 for a favorable variance to the budget of \$4,388,888.

The Village's 2022 Annual Comprehensive Financial Report was awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers' Association. Staff has applied and anticipates winning this prestigious award for the 2023 ACFR report as well.

RECOMMENDATION:

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

ATTACHMENTS:

1. Winnetka ACFR 23



THE VILLAGE OF
Winnetka



2023

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Twelve Months Ending December 31, 2023



510 Green Bay Road, Winnetka, IL 60093

847-501-6000 | www.villageofwinnetka.org

VILLAGE OF WINNETKA, ILLINOIS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR
ENDED DECEMBER 31, 2023

Prepared by:
Finance Department

VILLAGE OF WINNETKA, ILLINOIS

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VILLAGE OF WINNETKA, ILLINOIS

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INTRODUCTORY SECTION

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

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

VILLAGE OF WINNETKA, ILLINOIS

List of Principal Officials As of December 31, 2023

LEGISLATIVE

Christopher Rintz, Village President

Bridget Orsic, Trustee

Kim Handler, Trustee

Robert Dearborn, Trustee

Kirk Albinson, Trustee

Tina Dalman, Trustee

Rob Apatoff, Trustee

ADMINISTRATIVE

Robert M. Bahan, Village Manager

Kristin Kazenas, Assistant Village Manager

Timothy J. Sloth, CPA, Finance Director

Mark Janek, Director of Public Works

Brian L. Keys, Director of Water & Electric

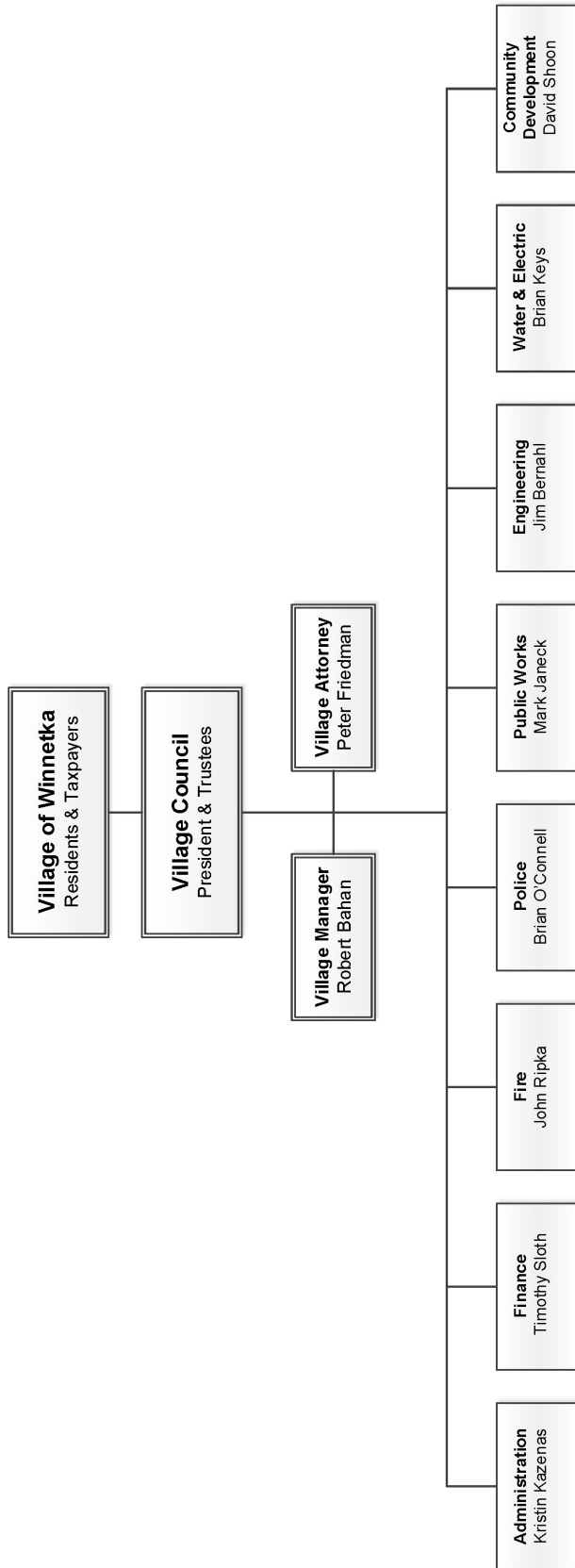
John Ripka, Fire Chief

Brian O'Connell, Chief of Police

David Schoon, Director of Community Development

James Bernahl, Director of Engineering

Village of Winnetka Government





August 20, 2024

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

The Annual Comprehensive Financial Report (Annual Report) of the Village of Winnetka, Illinois for the fiscal year ended December 31, 2023, is hereby submitted, as required by State of Illinois Statutes. Responsibility for both the accuracy of the information and the completeness and fairness of the presentation, including disclosures, is that of the Village. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds of the Village. All disclosures necessary to enable the reader to gain an understanding of the Village's financial activities have been included.

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

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

The Reporting Entity and Its Services

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

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

There are three commercial business districts within the Village, all located adjacent to three commuter rail stations. The Village is one of the most affluent in the Chicago area, having a median household income of over \$250,000. The Village obtained a Aaa bond rating from Moody's Investors Service in 1989 on General Obligation debt issued. At that time, the Village was only one of three communities having an Aaa bond rating within the State of Illinois based solely upon the merits of the Community. Moody's has reaffirmed this rating on several occasions, most recently in October 2023

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

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

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

Accounting System and Budgetary Control

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

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

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

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

Economic Condition and Outlook

The Village of Winnetka is primarily a residential community. The real estate property tax provided 48% of General Fund revenues for the year ending December 31, 2023. Intergovernmental revenues increased significantly (32%) in the current year compared to the previous fiscal period. Grant revenue for the year totaled \$1,910,096 versus \$226,101 last year while Sales and Use tax revenues for this fiscal year totaled \$2,705,063 compared to the previous year total of \$2,576,310. Increases in these revenue categories offset a small decrease in Income tax Income and Replacement taxes. Investment income for the year totaled \$2,400,245.

The Village continues to carefully evaluate productivity and changes in service levels to minimize the tax burden on the residents of the Village. The Village, although home rule, continues to operate within non-home rule tax

caps. The Village has generally decreased the number of full-time employees over the last several years to control personnel costs. The Village has limited control over some expenses including pensions and insurance costs. The Village operated on a balanced budget and has not utilized fund balance to pay for any operating expenses. The Village utilizes a five-year capital plan to prioritize future capital expenses and maintains sufficient cash balances to buffer unexpected items.

The Village property taxes account for less than 13% of the total property tax burden for most Winnetka residents, with the schools being the primary taxing agencies. By carefully evaluating services and making revenue increases when necessary, the Village should be able to continue its reputation as an excellent community with a broad range of services at a reasonable cost.

Overall, fiscal year 2023 continued to be a great year to do business in Winnetka with the Village's three downtown districts' vibrant with activity. Retail occupancy rates improved from 94.11% at the beginning of the year to 96.80% by year end. Sales tax revenue, a leading economic indicator for the Village improved by 4.99% on the year and according to the Cook County House Price Index, Winnetka area home values increased an average of 6.88%. These economic indicators show that people want to live and shop in Winnetka.

During the year, the Village made significant capital investments throughout the Village. The Village continued work on the Stormwater Improvements project which saw the completion of construction of underground storage facilities at Duke Childs and Little Duke Fields. Additionally, the Village began work on the south side of Willow Road at the Hibbard Road Forest Preserve site. When completed the Stormwater Improvements project will provide over 25 million gallons of stormwater storage and is largely funded by a \$16 million stormwater grant received from the Illinois Department of Commerce and Economic Opportunity. Over the last several years the Village has made significant investments in its downtown business districts. In 2023, the Village completed phase 5 of these investments with the streetscape improvements on the north side of Elm Street from Lincoln Ave. to Arbor Vitae Lane and the southwest corner of Lincoln Ave. and Elm St. in the East Elm Business District. The Village also began its lead service line replacement program in 2023 with the goal of replacing all 1,503 identified lead service lines over the next 17 years.

Significant Budgetary Variations

General Fund revenues totaled \$30,394,351 which is \$3,287,810 more than budgeted. The primary reason for this variation is intergovernmental revenue collections. Intergovernmental revenues including sales, income, personal property replacement taxes and grants totaled \$7,087,539 which was \$2,579,689 more than budgeted. This is largely due to the accounting treatment of a \$1,676,018 American Rescue Plan Act (ARPA) grant. While the ARPA grant funds were received in 2021 and 2022, the revenue was not recognized until 2023 as the corresponding expenditures were not incurred until 2023. Additionally, Sales and Income tax ended the year \$785,527 greater than budgeted.

On the expenditure side total expenditures were \$1,062,710 under budget as all departments closely adhered to their spending plans.

Fund Balances

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

General Fund Balances (in millions of dollars)					
Year	Total Fund Balance	Assigned Fund Balance	Unassigned Fund Balance	Budgeted Expenditures	Fund Balance as a Percentage of Budgeted Expenditures
2015	\$18.94	\$—	\$18.94	\$24.63	76.9%
2016	\$20.32	\$—	\$20.32	\$24.24	83.8%
2017	\$20.67	\$—	\$20.67	\$25.12	82.3%
2018	\$22.28	\$—	\$22.28	\$25.80	86.4%
2019	\$24.65	\$—	\$24.65	\$26.30	93.7%
2020	\$25.85	\$—	\$25.85	\$25.93	99.7%
2021	\$30.03	\$—	\$30.03	\$25.30	118.7%
2022	\$32.08	\$16.30	\$15.77	\$25.87	124.0%
2023	\$29.79	\$12.20	\$17.59	\$26.13	114.0%

* Note: For 2023, the Village has assigned \$12.20M of the General Fund fund balance. This represent the amount identified in the 2024 5-year Capital Improvement Plan to be transferred to other funds from 2024-2028. The unassigned fund balance totals \$17,590,603 or 67.3% of budgeted expenditures, which is greater than the 50% policy target.

Enterprise Funds

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

Residential electric rates increased 8.0% on average in 2023 to account for ongoing capital improvements to the distribution system and the purchased power recovery adjustment was set for most of the year at \$0.00.

The retail water rate was increased 11%, primarily to fund capital improvements to the Village's water distribution system. Sanitary sewer rates were unchanged for 2023.

The Village's Refuse Fund no longer receives revenue from property taxes. For 2023 there were no changes to the monthly residential collection fees for weekly pickup.

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

Pension Trust Funds

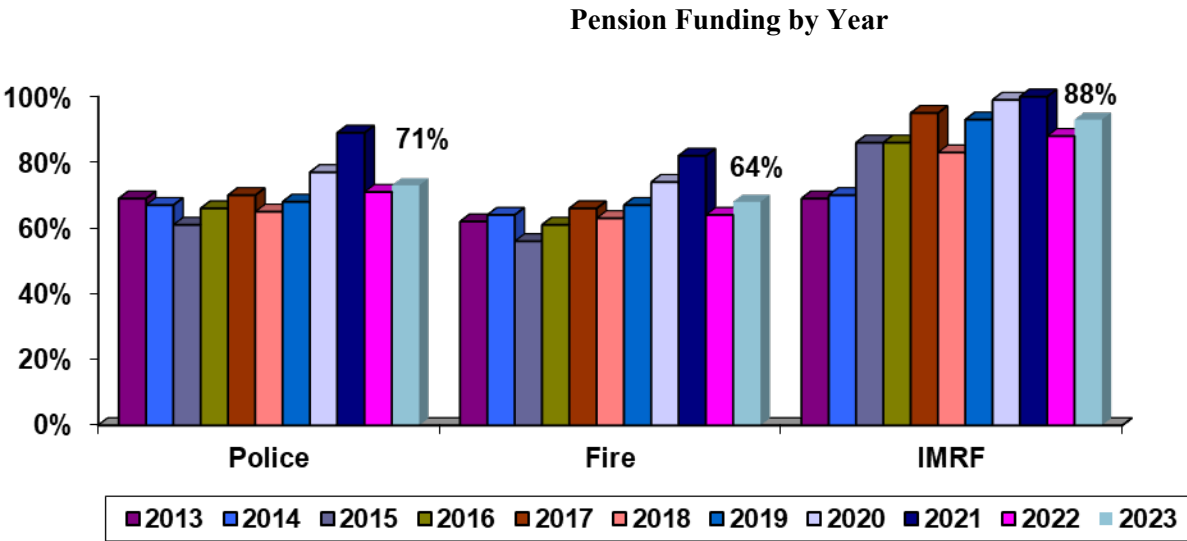
While the Village has strived through the budget process to limit increases in operating expenses, one expense the Village has limited ability to control is the funding amounts required by the pensions. Qualified employees not participating in one of the public safety pension funds are required to participate in the Illinois Municipal Retirement Fund (IMRF). IMRF establishes a Village contribution percentage annually with employees

contributing a fixed 4.5% on almost all types of income. The Village’s IMRF plan and IMRF as a State-wide organization are both well-funded and healthy.

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

Both funds experienced an increase in the funding ratio in 2023 with the Police Pension increasing from 71.02% funded to 72.31% funded while the Fire Pension increased from 64.52% funded to 68.05% funded.

The funding ratio from December 2013 to December 2023 is shown below:



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

Other Information

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

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

Independent Audit

Illinois State Statutes require an annual audit by an independent Certified Public Accountant. The accounting firm of Lauterbach & Amen, LLP, 668 North River Road, Naperville, Illinois 60563 was selected by the Village Board of Trustees to conduct the annual audit for fiscal year 2023. The auditors’ report, general purpose financial statements, and the combining and individual fund statements and schedules are included in the financial section of this report.

Awards

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village for its annual comprehensive financial report for the year ended December 31, 2022. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government financial reports.

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

Acknowledgments

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

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

Respectfully Submitted,

A handwritten signature in blue ink that reads "Timothy J. Sloth". The signature is written in a cursive, flowing style.

Timothy J. Sloth, CPA
Director of Finance



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Village of Winnetka
Illinois**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2022

Christopher P. Morill

Executive Director/CEO

FINANCIAL SECTION

This section includes:

- Independent Auditor's Reports
- Management's Discussion and Analysis
- Basic Financial Statements
- Required Supplementary Information
- Other Supplementary Information

INDEPENDENT AUDITOR'S REPORTS

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



INDEPENDENT AUDITOR'S REPORT

August 20, 2024

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

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Winnetka (the Village), Illinois, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Winnetka, Illinois, as of December 31, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Required Supplementary Information

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

Supplementary Information

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

Other Information

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

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated August 20, 2024, on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP



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

August 20, 2024

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Winnetka, Illinois, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated August 20, 2024.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S
DISCUSSION AND ANALYSIS
DECEMBER 31, 2023

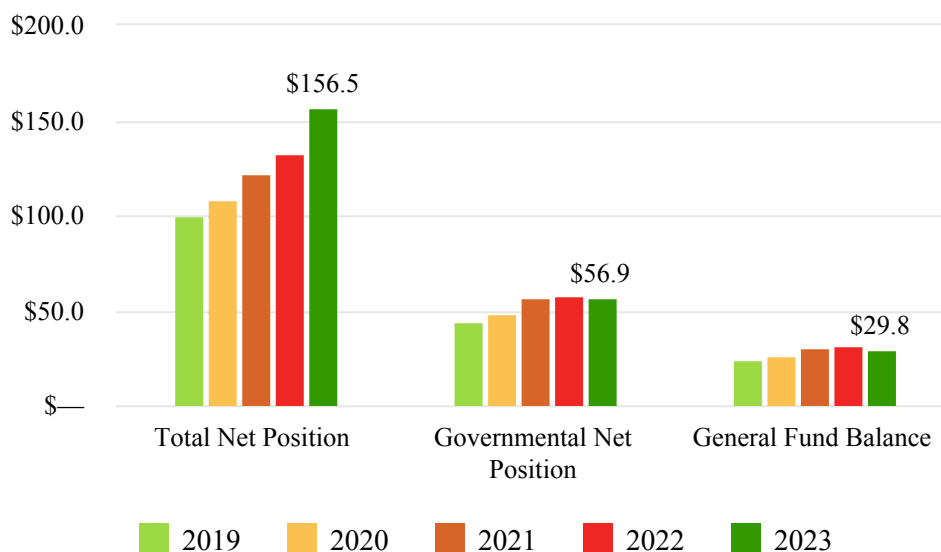
The Management Discussion and Analysis (MDA) section of the Village of Winnetka's (the Village) Annual Comprehensive Financial Report presents discussion and analysis of the Village's financial activities during the Fiscal Year ending December 31, 2023. This section should be used in conjunction with the transmittal letter at the front of this report and with the Village's financial statements that follow this section. Where appropriate the MD&A refers to specific pages in the Annual Comprehensive Financial Report for additional information.

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

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

FINANCIAL HIGHLIGHTS

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



Government-wide net position increased in the current audit year due to a higher cash position at year end and capital asset additions. On a normal revenue and expense basis, the Village had a positive experience for the fiscal year ended December 31, 2023. This is highlighted most notably in the total fund balance in the General Fund, which rose from \$32,074,231 to \$29,790,603 and represents 109.5 percent of annual budgeted expenditures.

Beginning net position/fund balance was restated to correct a prior year error in the recording of GASB 87.

REPORTING THE VILLAGE AS A WHOLE

Government-wide Financial Statements

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

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

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

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

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

REPORTING THE VILLAGE'S MOST SIGNIFICANT FUNDS

Fund Financial Statements

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

The Village has three kinds of funds:

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

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

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

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

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

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

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

Deferrals - Deferred Outflows and Deferred Inflows

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

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

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

Notes to the financial statements

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

Other information

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

STATEMENT OF NET POSITION

	Dec-23		Dec-22		Dec-23	Dec-22
	Governmental Activities	Business-Type Activities	Governmental Activities	Business-Type Activities	Total Primary Government	Total Primary Government
<u>Assets</u>						
Current and Other Assets	\$55,989,779	31,763,608	62,446,421	27,240,111	87,753,387	89,686,532
Capital Assets	50,366,626	87,785,492	50,403,355	67,468,081	138,152,118	117,871,436
Total Assets	106,356,405	119,549,100	112,849,776	94,708,192	225,905,505	207,557,968
Deferred Outflows	11,450,650	3,132,127	15,200,210	4,727,616	14,582,777	19,927,826
Total Assets/Deferred Outflows	117,807,055	122,681,227	128,049,986	99,435,808	240,488,282	227,485,794
<u>Liabilities</u>						
Current Liabilities	1,912,815	4,767,021	3,700,426	5,563,185	6,679,836	9,263,611
Long-Term Liabilities	38,975,078	16,260,936	41,544,218	19,044,717	55,236,014	60,588,935
Total Liabilities	40,887,893	21,027,957	45,244,644	24,607,902	61,915,850	69,852,546
Deferred Inflows	20,010,133	2,058,875	25,092,062	362,408	22,069,008	25,454,470
Total Liabilities/Deferred Inflows	60,898,026	23,086,832	70,336,706	24,970,310	83,984,858	95,307,016
<u>Net Position</u>						
Net Investment in						
Capital Assets	50,366,626	77,371,559	50,403,355	56,574,504	127,738,185	106,977,859
Restricted	4,205,264	—	3,816,909	—	4,205,264	3,816,909
Unrestricted	2,337,139	22,222,836	3,493,016	17,890,994	24,559,975	21,384,010
Total Net Position	56,909,029	99,594,395	57,713,280	74,465,498	156,503,424	132,178,778

Government-wide net position saw an increase due most notably to a higher cash position at year end. The Village's overall net position increased from a restated balance of \$132,165,043 in 2022 to \$156,503,424 in 2023. Net position for governmental activities decreased \$800,537, which was substantially less than the increase in 2022 of \$928,491. This change was due primarily to decreases in property taxes and other taxes of \$722,191 and \$136,842, respectively. The net position for the business-type activities increased by \$25,138,918. This was due in large part to capital grants totaling \$12,390,316 being received in the current year.

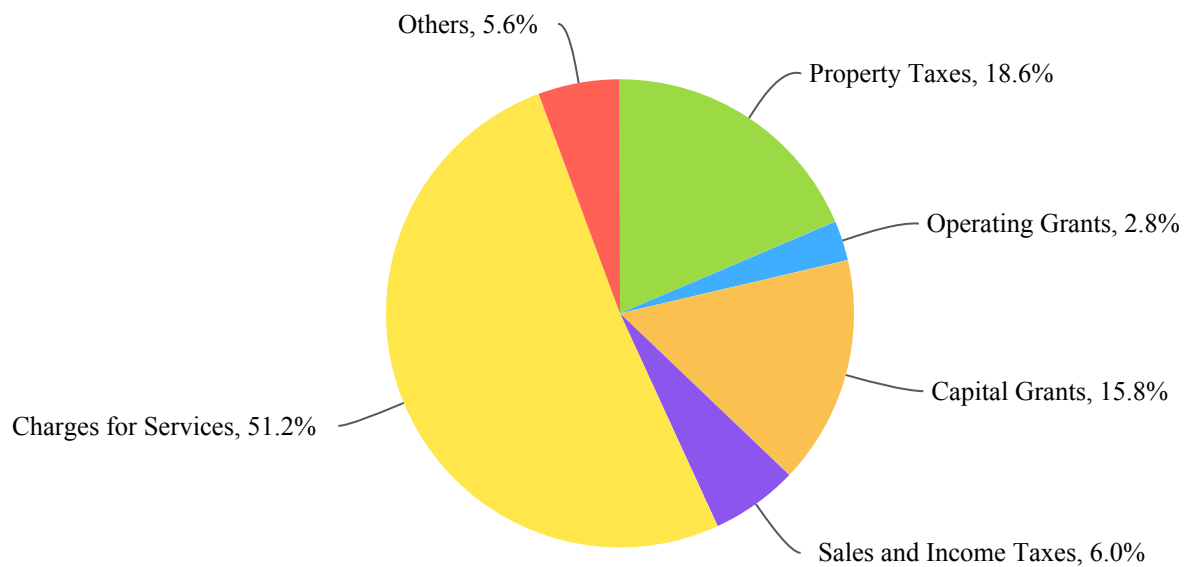
The following table provides a summary of the Village's changes in net position:

STATEMENT OF ACTIVITIES

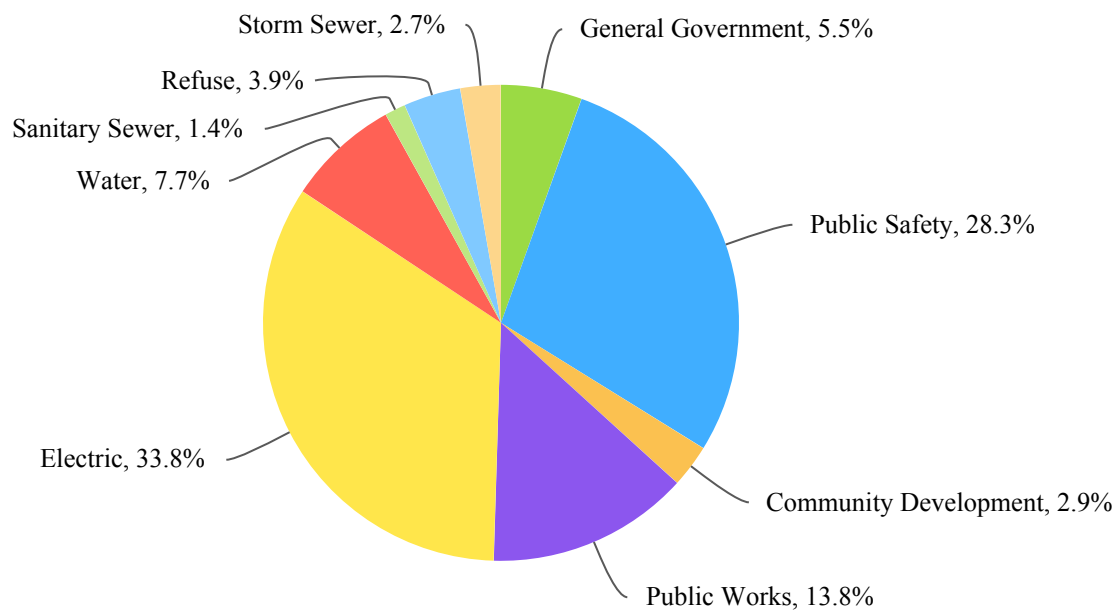
	Dec-23		Dec-22		Dec-23	Dec-22
	Governmental Activities	Business-Type Activities	Governmental Activities	Business-Type Activities	Total Primary Government	Total Primary Government
Revenue:						
Program Revenues:						
Charges for Services	\$ 6,728,244	33,475,795	6,397,669	30,606,249	40,204,039	37,003,918
Operating Grants	2,172,127	—	724,706	—	2,172,127	724,706
Capital Grants	—	12,390,316	—	7,228,938	12,390,316	7,228,938
General Revenues:						
Property Taxes	14,599,395	—	15,321,586	—	14,599,395	15,321,586
Sales and Income Taxes	4,740,527	—	4,652,910	—	4,740,527	4,652,910
Investment Income	1,472,860	927,385	(603,445)	(553,495)	2,400,245	(1,156,940)
Others	1,661,833	378,981	1,798,675	544,657	2,040,814	2,343,332
Total Revenues	31,374,986	47,172,477	28,292,101	37,826,349	78,547,463	66,118,450
Expenses:						
General Government	2,980,528	—	4,832,582	—	2,980,528	4,832,582
Public Safety	15,359,311	—	14,663,393	—	15,359,311	14,663,393
Community Development	1,578,771	—	1,653,866	—	1,578,771	1,653,866
Public Works	7,452,780	—	6,755,847	—	7,452,780	6,755,847
Electric	—	18,332,827	—	19,297,776	18,332,827	19,297,776
Water	—	4,141,958	—	4,040,670	4,141,958	4,040,670
Sewer	—	771,418	—	798,990	771,418	798,990
Refuse	—	2,107,400	—	2,434,580	2,107,400	2,434,580
Storm Sewer	—	1,484,089	—	1,635,100	1,484,089	1,635,100
Total Expenses	27,371,390	26,837,692	27,905,688	28,207,116	54,209,082	56,112,804
Increase in Net						
Position before Transfers	4,003,596	20,334,785	386,413	9,619,233	24,338,381	10,005,646
Transfers	(4,804,133)	4,804,133	542,078	(542,078)	—	—
Increase (Decrease) in						
Net Position	(800,537)	25,138,918	928,491	9,077,155	24,338,381	10,005,646
Net Position - Beginning as Restated	57,709,566	74,455,477	56,784,789	65,388,343	132,165,043	122,173,132
Net Position - Ending	56,909,029	99,594,395	57,713,280	74,465,498	156,503,424	132,178,778

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

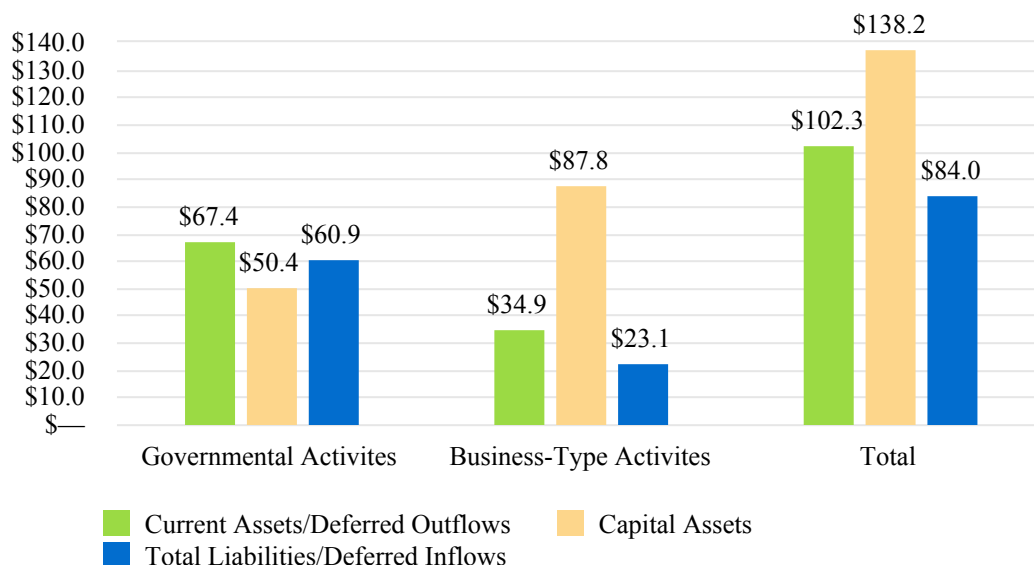
Government-Wide Revenues by Type



Government-Wide Expenses by Type



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



Financial Analysis of the Village's Funds

Governmental Funds

As discussed, governmental funds are reported in the fund statement with a short-term, inflow and outflow of spendable resources focus. This information is useful in assessing resources available at the end of the year in comparison with upcoming financing requirements. Governmental funds reported ending fund balances of \$35,085,458, a decreased of \$1,388,036 from the prior year. This decrease is primarily due to a \$5.5 million transfer from the General Fund to the Stormwater Fund.

Major Governmental Funds

The General Fund is the Village's primary operating fund and the largest source of day-to-day service delivery. The fund balance of the General Fund decreased \$2,283,628 from \$32,074,231 restated to \$29,790,603. This decrease is primarily due to a \$5.5 million transfer from the general fund to the stormwater fund.. The Village Council approved a budgeted drawdown of \$6,672,516; however at the end of the fiscal year the net change in fund balance was a negative \$2,283,628. This favorable performance is primarily driven by General Fund revenues exceeding budget by \$3.3 million and expenditures coming in under budget by \$1.3 million.

The General Fund cash balance of \$29,315,758 remains above the minimum policy amount established by the Village Council.

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

The Village Facilities Fund has a fund balance of \$5,324, which is available for future capital related improvements projects throughout the Village. In FY 2023, this fund decreased by \$73,443. This is primarily due to capital outlay expenditures of \$75,614.

Within the governmental funds, GASB 68 pension expenses/(revenues) included \$838,212 for IMRF (General Government), \$1,172,360 for Police Pension (Public Safety), and \$1,523,953 for Fire Pension (Public Safety).

Proprietary Funds

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

Major Proprietary Funds

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

The Village's combined internal service funds' net position was \$2,659,192. The total for workers' compensation, liability, and health insurance risks retained by the Village was \$1,942,465, a \$58,855 decrease from last year. While the Village's existing reserves are adequate to fund known liabilities, the moderate (up to \$250,000) retention levels in some areas makes a conservative reserve policy in both the internal service funds and in the General Fund prudent.

General Fund Budgetary Highlights

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

	Budget	Actual
Function		
General Government	\$ 4,078,334	3,670,636
Public Safety	14,223,224	14,277,713
Community Development	1,785,856	1,557,502
Public Works	7,106,372	6,625,225
Total	27,193,786	26,131,076

Capital Assets

The Village's policy is to capitalize equipment over \$50,000 in value. The Village's investment in capital assets, net of accumulated depreciation, for governmental activities as of December 31, 2023 was \$50,366,626, down \$36,729 from the prior year.

The Village's investment in capital assets, net of accumulated depreciation, for business-type activities as of December 31, 2023 was \$87,785,492, up \$20,317,411 from the prior year.

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

Long-Term Debt

At the end of the fiscal year, the Village had total bonded debt outstanding of \$10,845,000. This entire amount is General Obligation Bonds which are usually funded from property taxes. However, it is anticipated that the annual debt service will continue to be abated and these bonds will be repaid from charges for service in the Stormwater Fund.

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

Bond Ratings

The Village's general obligation bonds are rated Aaa by Moody's Investor Rating Service. The Aaa rating was last confirmed in October 2023.

Economic Factors

The local Village economy remained steady in 2023. Because the Village of Winnetka is primarily an affluent residential community heavily reliant on property taxes and utility sales, revenues tend to be more stable compared to governments that rely more on sales tax, real estate transfer taxes, and other revenues particularly sensitive to economic cycles to finance operations. Three separate business districts cater largely to the local area.

The Village's current population of 12,744 has remained about the same over the last decade.

Contacting the Village's Financial Management

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

BASIC FINANCIAL STATEMENTS

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

- Government-Wide Financial Statements
- Fund Financial Statements

Governmental Funds

Proprietary Funds

Fiduciary Funds

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

VILLAGE OF WINNETKA, ILLINOIS

Statement of Net Position

December 31, 2023

See Following Page

VILLAGE OF WINNETKA, ILLINOIS

Statement of Net Position December 31, 2023

	Governmental Activities	Business-Type Activities	Totals
ASSETS			
Current Assets			
Cash and Investments	\$ 37,646,329	25,630,042	63,276,371
Receivables - Net of Allowances			
Taxes	15,758,177	—	15,758,177
Accounts	188,978	3,667,745	3,856,723
Notes	240,178	—	240,178
Leases	489,360	1,243,680	1,733,040
Internal Balances	250,000	(250,000)	—
Prepays/Inventories	579,474	1,472,141	2,051,615
Due from Other Governments	837,283	—	837,283
Total Current Assets	55,989,779	31,763,608	87,753,387
Noncurrent Assets			
Capital Assets			
Nondepreciable	13,680,000	37,684,689	51,364,689
Depreciable	82,026,187	124,805,862	206,832,049
Accumulated Depreciation	(45,339,561)	(74,705,059)	(120,044,620)
Total Noncurrent Assets	50,366,626	87,785,492	138,152,118
Total Assets	106,356,405	119,549,100	225,905,505
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Items - IMRF	2,661,729	2,327,485	4,989,214
Deferred Items - Police Pension	4,552,009	—	4,552,009
Deferred Items - Firefighters' Pension	3,935,830	—	3,935,830
Deferred Items - RBP	301,082	140,936	442,018
Unamortized Loss on Refunding	—	663,706	663,706
Total Deferred Outflows of Resources	11,450,650	3,132,127	14,582,777
Total Assets and Deferred Outflows of Resources	117,807,055	122,681,227	240,488,282

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

	Governmental Activities	Business-Type Activities	Totals
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 574,542	2,921,663	3,496,205
Accrued Payroll	61,529	128,433	189,962
Accrued Interest Payable	—	11,666	11,666
Retainage Payable	—	754,210	754,210
Deposits Payable	1,009,938	381,246	1,391,184
Claims Payable	125,550	—	125,550
Current Portion of Long-Term Liabilities	141,256	569,803	711,059
Total Current Liabilities	1,912,815	4,767,021	6,679,836
Noncurrent Liabilities			
Claims Payable	225,550	—	225,550
Compensated Absences	1,271,300	493,224	1,764,524
Net Pension Liability - IMRF	3,469,066	3,033,445	6,502,511
Net Pension Liability - Police Pension	14,193,552	—	14,193,552
Net Pension Liability - Firefighters' Pension	17,180,802	—	17,180,802
Total OPEB Liability - RBP	2,634,808	1,233,369	3,868,177
General Obligation Bonds Payable - Net	—	10,562,639	10,562,639
Landfill Post-Closure Costs	—	938,259	938,259
Total Noncurrent Liabilities	38,975,078	16,260,936	55,236,014
Total Liabilities	40,887,893	21,027,957	61,915,850
DEFERRED INFLOWS OF RESOURCES			
Deferred Items - IMRF	(255,878)	1,479,187	1,223,309
Deferred Items - Police Pension	2,397,882	—	2,397,882
Deferred Items - Firefighters' Pension	1,067,541	—	1,067,541
Deferred Items - RBP	552,568	258,660	811,228
Property Taxes	15,758,177	—	15,758,177
Leases	489,843	321,028	810,871
Total Deferred Inflows of Resources	20,010,133	2,058,875	22,069,008
Total Liabilities and Deferred Inflows of Resources	60,898,026	23,086,832	83,984,858
NET POSITION			
Net Investment in Capital Assets	50,366,626	77,371,559	127,738,185
Restricted - Highways and Streets	4,024,301	—	4,024,301
Restricted - Foreign Fire Tax	180,963	—	180,963
Unrestricted	2,337,139	22,222,836	24,559,975
Total Net Position	56,909,029	99,594,395	156,503,424

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

VILLAGE OF WINNETKA, ILLINOIS

Statement of Activities

For the Fiscal Year Ended December 31, 2023

		Program Revenues		
		Charges for Services	Operating Grants/ Contributions	Capital Grants/ Contributions
	Expenses			
Governmental Activities				
General Government	\$ 2,980,528	2,895,201	—	—
Public Safety	15,359,311	1,788,633	1,910,096	—
Community Development	1,578,771	1,960,520	—	—
Public Works	7,452,780	83,890	262,031	—
Total Governmental Activities	27,371,390	6,728,244	2,172,127	—
Business-Type Activities				
Electric	18,332,827	18,247,088	—	—
Water	4,141,958	6,997,256	—	—
Refuse	2,107,400	2,619,831	—	—
Storm Sewer	1,484,089	1,545,094	—	12,390,316
Sanitary Sewer	771,418	4,066,526	—	—
Total Business-Type Activities	26,837,692	33,475,795	—	12,390,316
Total Primary Government	54,209,082	40,204,039	2,172,127	12,390,316

General Revenues

Taxes

Property

Telecommunications

Natural Gas

Intergovernmental - Unrestricted

Sales Taxes

Income Taxes

Personal Property Replacement

Other Taxes

Investment Income

Miscellaneous

Transfers - Internal Activity

Total General Revenues

Change in Net Position

Net Position - Beginning as Restated

Net Position - Ending

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

Primary Government		
Net (Expenses)/Revenues		
Governmental Activities	Business-Type Activities	Totals
(85,327)	—	(85,327)
(11,660,582)	—	(11,660,582)
381,749	—	381,749
(7,106,859)	—	(7,106,859)
(18,471,019)	—	(18,471,019)
—	(85,739)	(85,739)
—	2,855,298	2,855,298
—	512,431	512,431
—	12,451,321	12,451,321
—	3,295,108	3,295,108
—	19,028,419	19,028,419
(18,471,019)	19,028,419	557,400
14,599,395	—	14,599,395
220,333	—	220,333
407,457	—	407,457
2,705,063	—	2,705,063
2,035,464	—	2,035,464
436,916	—	436,916
382,385	—	382,385
1,472,860	927,385	2,400,245
214,742	378,981	593,723
(4,804,133)	4,804,133	—
17,670,482	6,110,499	23,780,981
(800,537)	25,138,918	24,338,381
57,709,566	74,455,477	132,165,043
56,909,029	99,594,395	156,503,424

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

VILLAGE OF WINNETKA, ILLINOIS

Balance Sheet - Governmental Funds December 31, 2023

	General	Capital Projects Village Facilities	Nonmajor	Totals
ASSETS				
Cash and Investments	\$ 29,315,758	19,289	5,636,867	34,971,914
Receivables - Net of Allowances				
Taxes	15,758,177	—	—	15,758,177
Accounts	163,443	—	—	163,443
Notes	240,178	—	—	240,178
Leases	489,360	—	—	489,360
Due from Other Governments	787,544	—	49,739	837,283
Due from Other Funds	1,703,586	—	—	1,703,586
Total Assets	48,458,046	19,289	5,686,606	54,163,941
LIABILITIES				
Accounts Payable	1,354,870	13,965	397,075	1,765,910
Accrued Payroll	54,615	—	—	54,615
Deposits Payable	1,009,938	—	—	1,009,938
Total Liabilities	2,419,423	13,965	397,075	2,830,463
DEFERRED INFLOWS OF RESOURCES				
Property Taxes	15,758,177	—	—	15,758,177
Leases	489,843	—	—	489,843
Total Deferred Inflows of Resources	16,248,020	—	—	16,248,020
Total Liabilities and Deferred Inflows of Resources	18,667,443	13,965	397,075	19,078,483
FUND BALANCES				
Restricted	—	—	4,205,264	4,205,264
Assigned	12,200,000	5,324	1,084,267	13,289,591
Unassigned	17,590,603	—	—	17,590,603
Total Fund Balances	29,790,603	5,324	5,289,531	35,085,458
Total Liabilities, Deferred Inflows of Resources and Fund Balances	48,458,046	19,289	5,686,606	54,163,941

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

VILLAGE OF WINNETKA, ILLINOIS

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

December 31, 2023

Total Governmental Fund Balances	\$ 35,085,458
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Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	50,366,626
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Internal Service Funds are used by the Village to charge the costs of vehicle and equipment management and employee compensated absences to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Statement of Net Position.	2,659,192
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Deferred outflows (inflows) of resources related to the pensions not reported in the funds.	
Deferred Items - IMRF	2,917,607
Deferred Items - Police Pension	2,154,127
Deferred Items - Firefighters' Pension	2,868,289
Deferred Items - RBP	(251,486)

Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	
Compensated Absences Payable	(1,412,556)
Net Pension Liability - IMRF	(3,469,066)
Net Pension Liability - Police Pension	(14,193,552)
Net Pension Liability - Firefighters' Pension	(17,180,802)
Total OPEB Liability - RBP	(2,634,808)

Net Position of Governmental Activities	56,909,029
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VILLAGE OF WINNETKA, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds For the Fiscal Year Ended December 31, 2023

	General	Capital Projects Village Facilities	Nonmajor	Totals
Revenues				
Taxes	\$ 15,227,185	—	—	15,227,185
Licenses and Permits	2,347,348	—	—	2,347,348
Intergovernmental	7,087,539	—	644,416	7,731,955
Charges for Services	4,224,942	—	—	4,224,942
Fines and Forfeitures	155,954	—	—	155,954
Investment Income	1,136,641	2,171	205,762	1,344,574
Miscellaneous	214,742	—	—	214,742
Total Revenues	30,394,351	2,171	850,178	31,246,700
Expenditures				
General Government	3,670,636	—	—	3,670,636
Public Safety	14,277,713	—	122,560	14,400,273
Community Development	1,557,502	—	—	1,557,502
Public Works	6,625,225	—	—	6,625,225
Capital Outlay	—	75,614	1,501,353	1,576,967
Total Expenditures	26,131,076	75,614	1,623,913	27,830,603
Excess (Deficiency) of Revenues Over (Under) Expenditures	4,263,275	(73,443)	(773,735)	3,416,097
Other Financing Sources (Uses)				
Transfers In	1,705,241	—	1,915,000	3,620,241
Transfers Out	(8,252,144)	—	(172,230)	(8,424,374)
	(6,546,903)	—	1,742,770	(4,804,133)
Net Change in Fund Balances	(2,283,628)	(73,443)	969,035	(1,388,036)
Fund Balances - Beginning as Restated	32,074,231	78,767	4,320,496	36,473,494
Fund Balances - Ending	29,790,603	5,324	5,289,531	35,085,458

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

VILLAGE OF WINNETKA, ILLINOIS

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of the Governmental Funds to the Statement of Activities - Governmental Activities For the Fiscal Year Ended December 31, 2023

Net Change in Fund Balances - Total Governmental Funds	\$ (1,388,036)
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Amounts reported for governmental activities in the Statement of Activities
are different because:

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

Capital Outlays	3,519,445
Depreciation Expense	(3,556,174)

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

Change in Deferred Items - IMRF	(899,607)
Change in Deferred Items - Police Pension	411,931
Change in Deferred Items - Firefighters' Pension	(1,390,401)
Change in Deferred Items - RBP	69,325

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

Change in Compensated Absences Payable	(33,814)
Change in Net Pension Liability - IMRF	1,868,284
Change in Net Pension Liability - Police Pension	(303,442)
Change in Net Pension Liability - Firefighters' Pension	848,465
Change in Total OPEB Liability - RBP	(67,146)

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

The net revenue of certain activities of internal service funds is reported with governmental activities.	120,633
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Changes in Net Position of Governmental Activities	(800,537)
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Statement of Net Position - Proprietary Funds
December 31, 2023

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

	Business-Type Activities - Enterprise						Governmental Activities	
	Electric	Water	Refuse	Storm Sewer	Nonmajor			Totals
					Sanitary	Sewer		
LIABILITIES								
Current Liabilities								
Accounts Payable	\$ 1,308,102	364,759	68,059	959,179	221,564	2,921,663	262,218	
Accrued Payroll	69,947	27,301	17,625	5,789	7,771	128,433	6,914	
Accrued Interest Payable	—	—	—	11,666	—	11,666	—	
Retainage Payable	—	—	—	754,210	—	754,210	—	
Deposits Payable	381,246	—	—	—	—	381,246	—	
Due to Other Funds	—	250,000	—	—	—	250,000	—	
Claims Payable	—	—	—	—	—	—	125,550	
Compensated Absences	33,114	16,310	5,379	—	—	54,803	—	
General Obligation Bonds Payable	—	—	—	515,000	—	515,000	—	
Total Current Liabilities	1,792,409	658,370	91,063	2,245,844	229,335	5,017,021	394,682	
Noncurrent Liabilities								
Claims Payable	—	—	—	—	—	—	225,550	
Compensated Absences	298,022	146,787	48,415	—	—	493,224	—	
Net Pension Liability - IMRF	1,706,426	711,429	370,089	136,335	109,166	3,033,445	—	
Total OPEB Liability - RBP	686,682	314,941	148,265	44,548	38,933	1,233,369	—	
General Obligation Bonds Payable - Net	—	—	—	10,562,639	—	10,562,639	—	
Landfill Post-Closure Costs	—	—	938,259	—	—	938,259	—	
Total Noncurrent Liabilities	2,691,130	1,173,157	1,505,028	10,743,522	148,099	16,260,936	225,550	
Total Liabilities	4,483,539	1,831,527	1,596,091	12,989,366	377,434	21,277,957	620,232	
DEFERRED INFLOWS OF RESOURCES								
Deferred Items - IMRF	1,229,537	133,840	69,624	25,649	20,537	1,479,187	—	
Deferred Items - RBP	144,010	66,049	31,094	9,342	8,165	258,660	—	
Deferred Items - Leases	321,028	—	—	—	—	321,028	—	
Total Deferred Inflows of Resources	1,694,575	199,889	100,718	34,991	28,702	2,058,875	—	
Total Liabilities and Deferred Inflows of Resources	6,178,114	2,031,416	1,696,809	13,024,357	406,136	23,336,832	620,232	
NET POSITION								
Net Investment in Capital Assets	17,342,492	17,100,625	1,067,607	37,935,432	3,925,403	77,371,559	—	
Unrestricted	5,683,661	5,632,601	523,585	7,690,505	2,692,484	22,222,836	2,659,192	
Total Net Position	23,026,153	22,733,226	1,591,192	45,625,937	6,617,887	99,594,395	2,659,192	

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

VILLAGE OF WINNETKA, ILLINOIS

Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds For the Fiscal Year Ended December 31, 2023

	Electric	Water
Operating Revenues		
Charges for Services	\$ 17,893,354	6,967,559
Interfund Services	—	—
Miscellaneous	353,734	29,697
Total Operating Revenues	18,247,088	6,997,256
Operating Expenses		
Administration	1,855,411	1,278,957
Operations	14,758,350	2,244,078
Depreciation and Amortization	1,719,066	618,923
Total Operating Expenses	18,332,827	4,141,958
Operating Income (Loss)	(85,739)	2,855,298
Nonoperating Revenues (Expenses)		
Investment Income	213,162	231,006
Rental Income	147,350	—
Other Income	37,911	2,021
Interest Expense	—	—
	398,423	233,027
Income (Loss) Before Capital Grants/Contributions and Transfers	312,684	3,088,325
Capital Grants	—	—
Capital Contributions	—	—
Transfers In	—	—
Transfers Out	(1,053,878)	(276,560)
	(1,053,878)	(276,560)
Change in Net Position	(741,194)	2,811,765
Net Position - Beginning as Restated	23,767,347	19,921,461
Net Position - Ending	23,026,153	22,733,226

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

Business-Type Activities - Enterprise Funds				Governmental Activities
Refuse	Storm Sewer	Nonmajor Sanitary Sewer	Totals	Internal Service
2,619,831	4,066,526	1,545,094	33,092,364	—
—	—	—	—	7,419,712
—	—	—	383,431	—
2,619,831	4,066,526	1,545,094	33,475,795	7,419,712
85,121	(36,165)	102,782	3,286,106	715,951
1,881,459	924,918	540,790	20,349,595	6,711,414
140,820	302,782	127,846	2,909,437	—
2,107,400	1,191,535	771,418	26,545,138	7,427,365
512,431	2,874,991	773,676	6,930,657	(7,653)
52,784	287,223	143,210	927,385	128,286
—	—	—	147,350	—
—	191,699	—	231,631	—
—	(292,554)	—	(292,554)	—
52,784	186,368	143,210	1,013,812	128,286
565,215	3,061,359	916,886	7,944,469	120,633
—	10,171,062	—	10,171,062	—
—	2,219,254	—	2,219,254	—
—	6,471,006	—	6,471,006	475,000
(203,055)	—	(133,380)	(1,666,873)	(475,000)
(203,055)	18,861,322	(133,380)	17,194,449	—
362,160	21,922,681	783,506	25,138,918	120,633
1,229,032	23,703,256	5,834,381	74,455,477	2,538,559
1,591,192	45,625,937	6,617,887	99,594,395	2,659,192

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

VILLAGE OF WINNETKA, ILLINOIS

Statement of Cash Flows - Proprietary Funds For the Fiscal Year Ended December 31, 2023

	Electric	Water
Cash Flows from Operating Activities		
Receipts from Customers and Users	\$ 17,312,563	6,860,723
Interfund Services Provided	—	—
Payments to Suppliers	(12,396,890)	(2,209,670)
Payments to Employees	(2,953,217)	(1,248,030)
	<u>1,962,456</u>	<u>3,403,023</u>
Cash Flows from Noncapital Financing Activities		
Transfer In	—	—
Transfers Out	(1,053,878)	(276,560)
	<u>(1,053,878)</u>	<u>(276,560)</u>
Cash Flows from Capital and Related Financing Activities		
Purchase of Capital Assets	(895,009)	(2,930,857)
Principal Payments	—	—
Interest Payments	—	—
	<u>(895,009)</u>	<u>(2,930,857)</u>
Cash Flows from Investing Activities		
Interest Received	213,162	231,006
Net Change in Cash and Cash Equivalents	226,731	426,612
Cash and Cash Equivalents - Beginning	5,453,935	5,919,769
Cash and Cash Equivalents - Ending	<u>5,680,666</u>	<u>6,346,381</u>
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities		
Operating Income (Loss)	(85,739)	2,855,298
Adjustments to Reconcile Operating Income		
Income to Net Cash Provided by (Used in) Operating Activities:		
Depreciation and Amortization	1,719,066	618,923
Other Income	185,261	2,021
Other Expense - IMRF and OPEB	807,006	(56,537)
(Increase) Decrease in Current Assets	(1,119,786)	(138,554)
Increase (Decrease) in Current Liabilities	456,648	121,872
Net Cash Provided by Operating Activities	<u>1,962,456</u>	<u>3,403,023</u>
Noncash Capital and Related Financing Activities		
Capital Grants	—	—
Capital Contributions	—	—
	<u>—</u>	<u>—</u>

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

Business-Type Activities - Enterprise Funds				Governmental Activities
Refuse	Storm Sewer	Nonmajor Sanitary Sewer	Totals	Internal Service
2,630,997	11,491,134	1,567,203	39,862,620	—
—	—	—	—	7,280,774
(1,287,097)	(3,720,842)	(526,839)	(20,141,338)	(7,318,516)
(666,271)	(205,414)	(229,777)	(5,302,709)	(524,304)
677,629	7,564,878	810,587	14,418,573	(562,046)
—	6,471,006	—	6,471,006	475,000
(203,055)	—	(133,380)	(1,666,873)	(475,000)
(203,055)	6,471,006	(133,380)	4,804,133	—
(287,927)	(6,077,653)	(619,729)	(10,811,175)	—
—	(505,000)	—	(505,000)	—
—	(292,554)	—	(292,554)	—
(287,927)	(6,875,207)	(619,729)	(11,608,729)	—
52,784	287,223	143,210	927,385	128,286
239,431	7,447,900	200,688	8,541,362	(433,760)
1,342,824	1,692,366	2,679,786	17,088,680	3,108,175
1,582,255	9,140,266	2,880,474	25,630,042	2,674,415
512,431	2,874,991	773,676	6,930,657	(7,653)
140,820	302,782	127,846	2,909,437	—
—	191,699	—	378,981	—
(41,959)	(36,165)	(37,258)	635,087	—
11,166	7,232,909	22,109	6,007,844	(138,938)
55,171	(3,001,338)	(75,786)	(2,443,433)	(415,455)
677,629	7,564,878	810,587	14,418,573	(562,046)
—	10,171,062	—	10,171,062	—
—	2,219,254	—	2,219,254	—
—	12,390,316	—	12,390,316	—

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

VILLAGE OF WINNETKA, ILLINOIS

Statement of Fiduciary Net Position December 31, 2023

	Pension Trust
ASSETS	
Cash and Cash Equivalents	\$ 2,405,081
Investments	
Illinois Police Officers' Pension Investment Fund	37,602,368
Illinois Firefighters' Pension Investment Fund	35,086,235
Receivables - Net of Allowance	
Accrued Interest	5,120
Prepays	16,331
Total Assets	<u>75,115,135</u>
LIABILITIES	
Due to Other Funds	<u>1,453,586</u>
NET POSITION	
Net Position Restricted for Pensions	<u><u>73,661,549</u></u>

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

VILLAGE OF WINNETKA, ILLINOIS

Statement of Changes in Fiduciary Net Position For the Fiscal Year Ended December 31, 2023

	Pension Trust
Additions	
Contributions - Employer	\$ 2,696,312
Contributions - Plan Members	555,832
Total Contributions	<u>3,252,144</u>
Investment Income	
Interest Earned	855,948
Net Change in Fair Value	<u>8,518,176</u>
	9,374,124
Less Investment Expenses	<u>(92,349)</u>
Net Investment Income	9,281,775
Total Additions	<u>12,533,919</u>
Deductions	
Administration	67,597
Benefits and Refunds	<u>5,635,210</u>
Total Deductions	<u>5,702,807</u>
Change in Fiduciary Net Position	6,831,112
Net Position Restricted for Pensions	
Beginning	<u>66,830,437</u>
Ending	<u><u>73,661,549</u></u>

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

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

REPORTING ENTITY

The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Each discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is both legally and substantively separate from the government. Management has determined that there are two fiduciary component units that are required to be included in the financial statements of the Village as pension trust funds and there are no discretely component units to include in the reporting entity.

Police Pension Employees Retirement System

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

Firefighters' Pension Employees Retirement System

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

BASIS OF PRESENTATION

Government-Wide Statements

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

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

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

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

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

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

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

Fund Financial Statements

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

BASIS OF PRESENTATION - Continued

Fund Financial Statements - Continued

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

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

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

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

Governmental Funds

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

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

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

BASIS OF PRESENTATION - Continued

Fund Financial Statements - Continued

Proprietary Funds

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

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

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

Fiduciary Funds

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

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

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

Notes to the Financial Statements

December 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

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

Measurement Focus

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

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

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

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

Basis of Accounting

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING - Continued

Basis of Accounting - Continued

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

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

Cash and Investments

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

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

Interfund Receivables, Payables and Activity

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

Receivables

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

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

Prepays/Inventories

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

Capital Assets

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

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

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

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

Deferred Outflows/Inflows of Resources

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

Compensated Absences

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

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

Long-Term Obligations

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

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

Net Position

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

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

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

Net Position - Continued

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

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

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumption that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

BUDGETARY INFORMATION

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

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

EXCESS OF ACTUAL EXPENDITURES/EXPENSES, EXCLUSIVE OF DEPRECIATION, OVER BUDGET IN INDIVIDUAL FUNDS

The following funds had an excess of actual expenditures/expenses, exclusive of depreciation, over budget as of the date of this report:

Fund	Excess
Foreign Fire Tax	\$ 43,310
Workers Compensation Insurance	10,978
Health Insurance	208,345
Police Pension	256,782

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS

DEPOSITS AND INVESTMENTS

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

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

Village

Deposits. At year-end, the carrying amount of the Village's deposits for governmental and business-type activities totaled \$20,815,164 and the bank balances totaled \$22,059,878.

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

Investment Type	Investment Maturities (in Years)				
	Fair Value	Less Than One	One to Five	Six to Ten	More Than Ten
U.S. Treasury Obligations	\$ 33,402,707	7,216,927	26,185,780	—	—
U.S. Agency Obligations	6,565,952	3,603,584	2,962,368	—	—
Municipal Bonds	2,492,548	1,166,992	1,126,134	—	199,422
Totals	42,461,207	11,987,503	30,274,282	—	199,422

The Village has the following recurring fair value measurements as of December 31, 2023:

- U.S. Treasury Obligations of \$33,402,707 are valued using quoted market prices (Level 1 inputs)
- U.S. Agency Obligations of \$6,565,952 are valued using a matrix pricing model (Level 2 inputs)
- Municipal Bonds of \$2,492,548 are valued using a matrix pricing model (Level 2 inputs)

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Village - Continued

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

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

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

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Police Pension Fund

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

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IPOPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled \$658,336 and the bank balances totaled \$661,990.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Fund's deposits may not be returned to it. The Fund's investment policy states that all deposits in excess of FDIC insurable limits be secured by collateral in order to protect deposits from default. At year-end, the entire carrying amount of the bank balance of deposits is covered by federal depository or equivalent insurance.

Investments. At year-end the Fund has \$37,602,368 invested in IPOPIF. The pooled investments consist of the investments as noted in the target allocation table available at www.ipopif.org. Investments in IPOPIF are valued at IPOPIF's share price, which is the price the investment could be sold. There are no unfunded commitments at year-end. The fund may redeem shares with a seven calendar day notice. IPOPIF may, at its sole discretion and based on circumstances, process redemption requests with fewer than a seven calendar day notice. Regular redemptions of the same amount on a particular day of the month may be arranged with IPOPIF.

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

Rate of Return

For the year ended December 31, 2023, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 13.66%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Firefighters' Pension Fund

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

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IFPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled \$1,746,745 and the bank balances totaled \$1,751,401.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Fund's deposits may not be returned to it. The Fund's investment policy states that all deposits in excess of FDIC insurable limits be secured by collateral in order to protect deposits from default. At year-end, the entire carrying amount of the bank balance of deposits is covered by federal depository or equivalent insurance.

Investments. At year-end the Fund has \$35,086,235 invested in IFPIF. The pooled investments consist of the investments as noted in the target allocation table available at www.ifpif.org. Investments in IFPIF are valued at IFPIF's share price, which is the price the investment could be sold. There are no unfunded commitments at year-end. The plan may redeem shares by giving notice by 5:00 pm central time on the 1st of each month. Requests properly submitted on or before the 1st of each month will be processed for redemption by the 14th of the month. Expedited redemptions may be processed at the sole discretion of IFPIF.

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

Rate of Return

For the year ended December 31, 2023, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 15.39%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

CAPITAL ASSETS

Governmental Activities

Governmental capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land and Right of Way	\$ 13,680,000	—	—	13,680,000
Depreciable Capital Assets				
Buildings and Improvements	17,000,137	244,492	—	17,244,629
Machinery and Equipment	12,873,430	193,159	—	13,066,589
Furniture and Fixtures	965,632	—	—	965,632
Infrastructure	47,667,543	3,081,794	—	50,749,337
	78,506,742	3,519,445	—	82,026,187
Less Accumulated Depreciation				
Buildings and Improvements	5,877,712	310,607	—	6,188,319
Machinery and Equipment	14,086,674	1,068,227	—	15,154,901
Furniture and Fixtures	965,632	—	—	965,632
Infrastructure	20,853,369	2,177,340	—	23,030,709
	41,783,387	3,556,174	—	45,339,561
Total Net Depreciable Capital Assets	36,723,355	(36,729)	—	36,686,626
Total Net Capital Assets	50,403,355	(36,729)	—	50,366,626

Depreciation expense was charged to governmental activities as follows:

General Government	\$ 238,211
Public Safety	526,661
Community Development	21,269
Public Works	2,770,033
	<u>3,556,174</u>

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

CAPITAL ASSETS - Continued

Business-Type Activities

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

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	\$ 1,434,508	—	—	1,434,508
Construction in Progress	17,782,212	18,467,969	—	36,250,181
	19,216,720	18,467,969	—	37,684,689
Depreciable Capital Assets				
Buildings	13,793,683	191,869	—	13,985,552
Plants and Equipment	15,829,394	574,130	—	16,403,524
Distribution System	57,613,754	2,990,772	—	60,604,526
Sewer System	20,374,276	619,729	—	20,994,005
Other Equipment	12,461,233	357,022	—	12,818,255
	120,072,340	4,733,522	—	124,805,862
Less Accumulated Depreciation				
Buildings	6,162,057	233,888	—	6,395,945
Plants and Equipment	12,904,151	300,618	—	13,204,769
Distribution System	35,657,818	1,702,867	—	37,360,685
Sewer System	6,281,911	367,168	—	6,649,079
Other Equipment	10,815,042	279,539	—	11,094,581
	71,820,979	2,884,080	—	74,705,059
Total Net Depreciable Capital Assets	48,251,361	1,849,442	—	50,100,803
Total Net Capital Assets	67,468,081	20,317,411	—	87,785,492

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

Electric	\$ 1,719,066
Water	618,923
Refuse	140,820
Storm Sewer	277,425
Sanitary Sewer	127,846
	<u>2,884,080</u>

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

INTERFUND BALANCES

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

Receivable Fund	Payable Fund	Amount
General	Water	\$ 250,000 (1)
General	Police Pension	1,198,880 (2)
General	Firefighters' Pension	<u>254,706 (2)</u>
		<u>1,703,586</u>

Interfund balances result from (1) the time lag between when transactions are recorded in the accounting system and when payments between funds are made, and (2) Village advanced funds to the pension funds to complete payroll due to delays in the County's property tax distributions.

INTERFUND TRANSFERS

Interfund transfers for the year consisted of the following:

Transfer In	Transfer Out	Amount
General	Nonmajor Governmental	38,368 (1)
General	Electric	1,053,878 (1)
General	Water	276,560 (1)
General	Refuse	203,055 (1)
General	Nonmajor Business-Type	133,380 (1)
Nonmajor Governmental	General	1,781,138 (2)
Nonmajor Governmental	Nonmajor Governmental	133,862 (1)
Storm Sewer	General	6,471,006 (2)
Internal Service	Internal Service	<u>475,000 (1)</u>
		<u>10,566,247</u>

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LEASES RECEIVABLE

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

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

During the fiscal year, the Village recognized \$346,161 of lease revenue.

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

Fiscal Year		Principal	Interest	Total
2024	\$	231,392	51,990	283,382
2025		249,112	45,050	294,162
2026		267,784	37,577	305,361
2027		287,448	29,542	316,990
2028		308,154	20,920	329,074
2029		329,639	11,674	341,313
2030		59,511	1,785	61,296
		1,733,040	198,538	1,931,578

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LONG-TERM DEBT

General Obligation Bonds

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

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
\$12,035,000 Taxable General Obligation Refunding Bonds of 2020, due in annual installments of \$190,000 to \$775,000 through December 15, 2040 plus interest at 2.50% to 2.75%.	Storm Sewer	\$ 11,350,000	—	505,000	10,845,000

Landfill Closure Costs

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

Legal Debt Margin

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LONG-TERM DEBT - Continued

Long-Term Liabilities Activity

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

Type of Debt	Beginning Balances	Additions	Deductions	Ending Balances	Amounts Due within One Year
Governmental Activities					
Compensated Absences	\$ 1,378,742	67,628	33,814	1,412,556	141,256
Net Pension Liabilities					
IMRF	5,337,350	—	1,868,284	3,469,066	—
Police	13,890,110	303,442	—	14,193,552	—
Fire	18,029,267	—	848,465	17,180,802	—
Total OPEB Liability - RBP	2,567,662	67,146	—	2,634,808	—
	41,203,131	438,216	2,750,563	38,890,784	141,256
Business-Type Activities					
Compensated Absences	501,689	92,676	46,338	548,027	54,803
Net Pension Liability - IMRF	5,335,515	—	2,302,070	3,033,445	—
Total OPEB Liability - RBP	1,228,099	5,270	—	1,233,369	—
General Obligation Bonds	11,350,000	—	505,000	10,845,000	515,000
Plus: Unamortized Bond Premium	246,324	—	13,685	232,639	—
Landfill Post-Closure Costs	938,259	—	—	938,259	—
	19,599,886	97,946	2,867,093	16,830,739	569,803

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

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LONG-TERM DEBT - Continued

Debt Service Requirements to Maturity

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

Fiscal Year	Business-Type Activities	
	General Obligation	
	Bonds	
	Principal	Interest
2024	\$ 515,000	279,980
2025	535,000	267,105
2026	545,000	253,730
2027	560,000	240,105
2028	575,000	226,105
2029	585,000	211,730
2030	600,000	197,105
2031	615,000	182,105
2032	630,000	166,730
2033	650,000	150,980
2034	665,000	134,730
2035	680,000	118,105
2036	700,000	100,425
2037	720,000	82,225
2038	740,000	62,425
2039	755,000	42,075
2040	775,000	21,312
Totals	10,845,000	2,736,972

NET POSITION/FUND BALANCE RESTATEMENTS

Beginning net position/fund balance was restated to correct a prior year error in the recording of GASB 87. The following is a summary of the net position/fund balance as originally reported and as restated:

Net Position/Fund Balance	As Reported	As Restated	(Decrease)
Governmental Activities	\$ 57,713,280	57,709,566	(3,714)
Business-Type Activities	74,465,498	74,455,477	(10,021)
General	32,077,945	32,074,231	(3,714)
Electric	23,777,368	23,767,347	(10,021)

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

NET POSITION CLASSIFICATIONS

Net investment in capital assets was comprised of the following as of December 31, 2023:

Governmental Activities	
Capital Assets - Net of Accumulated Depreciation	\$ 50,366,626
Less Capital Related Debt:	<u>—</u>
Net Investment in Capital Assets	<u>50,366,626</u>
Business-Type Activities	
Capital Assets - Net of Accumulated Depreciation	87,785,492
Plus: Unamortized Loss on Refunding	663,706
Less Capital Related Debt:	
Taxable General Obligation Refunding Bonds of 2020	(10,845,000)
Unamortized Premium	<u>(232,639)</u>
Net Investment in Capital Assets	<u>77,371,559</u>

FUND BALANCE CLASSIFICATIONS

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

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

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

FUND BALANCE CLASSIFICATIONS - Continued

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

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

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

	General	Capital Projects Village Facilities	Nonmajor	Totals
Restricted				
Highways and Streets	\$ —	—	4,024,301	4,024,301
Foreign Fire Tax	—	—	180,963	180,963
	—	—	4,205,264	4,205,264
Assigned				
Infrastructure Improvement Projects	12,200,000	5,324	—	12,205,324
Downtown Redevelopment	—	—	1,084,267	1,084,267
	12,200,000	5,324	1,084,267	13,289,591
Unassigned	17,590,603	—	—	17,590,603
Total Fund Balances	29,790,603	5,324	5,289,531	35,085,458

PROPERTY TAXES

Property taxes for 2023 attach as an enforceable lien on January 1, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and are issued on or about February 1 and August 1 and are payable in two installments, on or about March 1 and September 1. The County collects such taxes and remits them periodically. As the 2023 tax levy is intended to fund expenditures for the 2023 fiscal year, these taxes are deferred as of December 31, 2023.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION

RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; employee health; natural disasters; and injuries to the Village's employees. These risks are provided for through a managed self-insurance program. Under this program the Village is self-insured for the first \$100,000 for liability and property claims, and \$250,000 for workers' compensation claims. Commercial insurance is carried for amounts in excess of the self-insured amounts. The Village purchases liability and property insurance through the Illinois County Risk Management Trust and utilizes this agency to manage these claims. There were no reductions in insurance limits during 2023 from the coverage amounts in effect for 2019. The Village's self-insurance activities are reported in the Health Insurance, General Liability Insurance and Workers' Compensation internal service funds. All of the Villages claims are considered noncurrent liabilities.

Premiums are paid into the internal service funds by the departments of the General Fund and other funds based upon historical cost estimates. Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Reported liabilities are actuarially determined and include an amount for claims that have been incurred but not reported. There were no insurance claim settlements which exceeded the amounts of insurance coverage during 2023 and 2022.

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

	Workers'		
	Compensation	Liability	Totals
Claims Payable - December 31, 2021	\$ 927,098	116,910	1,044,008
Incurred Claims	322,823	531,177	854,000
Claims Paid	(503,447)	(542,363)	(1,045,810)
Claims Payable - December 31, 2022	746,474	105,724	852,198
Incurred Claims	269,726	493,055	762,781
Claims Paid	(765,100)	(498,779)	(1,263,879)
Claims Payable - December 31, 2023	251,100	100,000	351,100
Amount Due Within One Year			125,550

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

RISK MANAGEMENT - Continued

Intergovernmental Personnel Benefit Cooperative (IPBC)

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

CONTINGENT LIABILITIES

Litigation

From time to time, the Village is party to various pending claims and legal proceedings with respect to employment, civil rights, property taxes and other matters. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management and the Village attorney that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the Village's financial position or results of operations.

Grants

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

Illinois Municipal Electric Agency (IMEA)

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

Description of Jointly Governed Organizations

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

CONTINGENT LIABILITIES - Continued

Illinois Municipal Electric Agency (IMEA) - Continued

Description of Jointly Governed Organizations - Continued

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

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

IMEA has four debt issues outstanding related to financing ownership of coal fired electric generation facilities. While the Village of Winnetka does not have a specific percentage of these debts as a fixed liability, the Village of Winnetka is contractually bound to purchase power from IMEA through a purchased power agreement. The purchased power contract takes into account load factor, kilowatt sales to each member, and outstanding IMEA debt in setting the price paid by the member communities for wholesale power. IMEA has \$741 million of long-term debt outstanding and \$48 million due in the current fiscal year ending April 30, 2023. Based on the Village's percentage of the overall demand of IMEA, projected kilowatt hour sales, and debt outstanding, it is projected that the Village will pay about \$741 million for debt principal outstanding through 2035 as part of its regular purchased power payments for debt outstanding as of April 30, 2023.

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

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

* Per April 30, 2023 financial statements.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

CONTINGENT LIABILITIES - Continued

Illinois Municipal Electric Agency (IMEA) - Continued

Summary of Operating Revenues, Operating Expenses and Changes in Net Position for the year ended April 30, 2023, in millions of dollars:

Operating Revenues	\$ 312.7
Operating Expenses	<u>236.6</u>
Net Operating Income	76.1
Other Nonoperating Expenses (Net)	<u>(30.4)</u>
Change in Net Position	<u><u>45.7</u></u>

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

JOINT VENTURES

Solid Waste Agency of Northern Cook County (SWANCC)

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS

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

The aggregate amounts recognized for the pension plans is:

	Pension Expense	Net Pension Liability	Deferred Outflows	Deferred Inflows
IMRF	\$ 535,070	6,502,511	4,989,214	1,223,309
Police Pension	1,063,871	14,193,552	4,552,009	2,397,882
Firefighters' Pension	2,065,889	17,180,802	3,935,830	1,067,541
	3,664,830	37,876,865	13,477,053	4,688,732

Illinois Municipal Retirement Fund (IMRF)

Plan Descriptions

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

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Plan Descriptions - Continued

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

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

Plan Membership. As of December 31, 2023, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	159
Inactive Plan Members Entitled to but not yet Receiving Benefits	67
Active Plan Members	<u>98</u>
Total	<u><u>324</u></u>

Contributions. As set by statute, the Village's Regular Plan Members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. For the year-ended December 31, 2023, the Village's contribution was 7.69% of covered payroll.

Net Pension Liability. The Village's net pension liability was measured as of December 31, 2023. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Plan Descriptions - Continued

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation performed, as of December 31, 2023, using the following actuarial methods and assumptions:

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

For non-disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 108.0%) and Female (adjusted 106.4%) tables, and future mortality improvements projected using scale MP-2021. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2021. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2021.

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Plan Descriptions - Continued

Actuarial Assumptions - Continued.

Asset Class	Target	Long-Term Expected Real Rate of Return
Fixed Income	24.50%	4.75%
Domestic Equities	34.50%	5.00%
International Equities	18.00%	6.35%
Real Estate	10.50%	6.30%
Blended	11.50%	6.05% - 8.65%
Cash and Cash Equivalents	1.00%	3.80%

Discount Rate

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

Discount Rate Sensitivity

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

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Net Pension Liability/(Asset)	\$ 15,651,508	6,502,511	(860,988)

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2022	\$ 90,940,801	80,267,936	10,672,865
Changes for the Year:			
Service Cost	904,122	—	904,122
Interest on the Total Pension Liability	6,395,539	—	6,395,539
Changes of Benefit Terms	—	—	—
Difference Between Expected and Actual Experience of the Total Pension Liability	(1,582,857)	—	(1,582,857)
Changes of Assumptions	(113,465)	—	(113,465)
Contributions - Employer	—	838,212	(838,212)
Contributions - Employees	—	490,809	(490,809)
Net Investment Income	—	9,107,217	(9,107,217)
Benefit Payments, including Refunds of Employee Contributions	(6,357,063)	(6,357,063)	—
Other (Net Transfer)	—	(662,545)	662,545
Net Changes	(753,724)	3,416,630	(4,170,354)
Balances at December 31, 2023	90,187,077	83,684,566	6,502,511

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

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

For the year ended December 31, 2023, the Village recognized pension expense of \$535,070. At December 31, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 207,296	(1,141,483)	(934,187)
Change in Assumptions	—	(81,826)	(81,826)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	4,781,918	—	4,781,918
Total Deferred Amounts Related to IMRF	4,989,214	(1,223,309)	3,765,905

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

Fiscal Year	Net Deferred Outflows/ (Inflows) of Resources
2024	\$ 123,182
2025	1,167,196
2026	3,174,342
2027	(698,815)
2028	—
Thereafter	—
Totals	3,765,905

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan

Plan Descriptions

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

Plan Membership. At December 31, 2023, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	35
Inactive Plan Members Entitled to but not yet Receiving Benefits	10
Active Plan Members	<u>27</u>
Total	<u><u>72</u></u>

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

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Plan Descriptions - Continued

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

Contributions. Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2023, the Village's contribution was 41.18% of covered payroll.

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2023, using the following actuarial methods and assumptions:

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

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

Discount Rate

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Discount Rate Sensitivity

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

	1% Decrease (5.75%)	Current Discount Rate (6.75%)	1% Increase (7.75%)
Net Pension Liability	\$ 20,678,206	14,193,552	8,487,695

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2022	\$ 47,930,269	34,040,159	13,890,110
Changes for the Year:			
Service Cost	633,646	—	633,646
Interest on the Total Pension Liability	3,180,866	—	3,180,866
Changes of Benefit Terms	—	—	—
Difference Between Expected and Actual Experience of the Total Pension Liability	2,398,356	—	2,398,356
Changes of Assumptions	—	—	—
Contributions - Employer	—	1,172,359	(1,172,359)
Contributions - Employees	—	282,159	(282,159)
Net Investment Income	—	4,484,312	(4,484,312)
Benefit Payments, Including Refunds of Employee Contributions	(2,879,898)	(2,879,898)	—
Other (Net Transfer)	—	(29,404)	29,404
Net Changes	3,332,970	3,029,528	303,442
Balances at December 31, 2023	51,263,239	37,069,687	14,193,552

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

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

For the year ended December 31, 2023, the Village recognized pension expense of \$1,063,871. At December 31, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 2,535,004	(616,926)	1,918,078
Change in Assumptions	—	(1,780,956)	(1,780,956)
Net Difference Between Projected and Actual			
Earnings on Pension Plan Investments	2,017,005	—	2,017,005
Total Deferred Amounts Related to Police Pension	4,552,009	(2,397,882)	2,154,127

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

Fiscal Year	Net Deferred Outflows of Resources
2024	\$ 14,294
2025	673,018
2026	1,015,640
2027	51,449
2028	399,726
Thereafter	—
Total	2,154,127

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan

Plan Descriptions

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

Plan Membership. At December 31, 2023, the measurement date, membership consisted of the following:

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Plan Descriptions - Continued

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

Contributions. Covered employees are required to contribute 9.455% of their base salary to the Firefighters' Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2023, the Village's contribution was 52.65% of covered payroll.

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2023, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	6.75%
Salary Increases	Service Based
Cost of Living Adjustments	2.50%
Inflation	2.25%

Mortality rates are based on the PubS-2010 Employee mortality, unadjusted, with generational improvements with the most recent projection scale (currently Scale MP-2021). 20% of active deaths are assumed to be in the line of duty.

Discount Rate

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Discount Rate Sensitivity

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

	1% Decrease (5.75%)	Current Discount Rate (6.75%)	1% Increase (7.75%)
Net Pension Liability	\$ 23,903,245	17,180,802	11,205,091

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2022	\$ 50,819,544	32,790,277	18,029,267
Changes for the Year:			
Service Cost	690,716	—	690,716
Interest on the Total Pension Liability	3,383,952	—	3,383,952
Changes of Benefit Terms	—	—	—
Difference Between Expected and Actual Experience of the Total Pension Liability	1,633,763	—	1,633,763
Changes of Assumptions	—	—	—
Contributions - Employer	—	1,523,953	(1,523,953)
Contributions - Employees	—	273,673	(273,673)
Net Investment Income	—	4,797,463	(4,797,463)
Benefit Payments, Including Refunds of Employee Contributions	(2,755,312)	(2,755,312)	—
Other (Net Transfer)	—	(38,193)	38,193
Net Changes	2,953,119	3,801,584	(848,465)
Balances at December 31, 2023	53,772,663	36,591,861	17,180,802

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

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

For the year ended December 31, 2023, the Village recognized pension expense of \$2,065,889. At December 31, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 2,433,477	(28,919)	2,404,558
Change in Assumptions	—	(1,038,622)	(1,038,622)
Net Difference Between Projected and Actual			
Earnings on Pension Plan Investments	1,502,353	—	1,502,353
Total Deferred Amounts Related to Firefighters' Pension	3,935,830	(1,067,541)	2,868,289

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

Fiscal Year	Net Deferred Outflows/ (Inflows) of Resources
2024	\$ 392,532
2025	980,546
2026	1,692,004
2027	(196,793)
2028	—
Thereafter	—
Total	2,868,289

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS

General Information about the OPEB Plan

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

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

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

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

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

Total OPEB Liability

The Village's total OPEB liability was measured as of December 31, 2022, and was determined by an actuarial valuation as of December 31, 2023.

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

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS - Continued

Total OPEB Liability - Continued

Actuarial Assumptions and Other Inputs - Continued.

Inflation	3.00%
Salary Increases	3.50%
Discount Rate	4.00%
Healthcare Cost Trend Rates	6.00% for 2022 decreasing to an ultimate rate of 4.50% for 2037 and later years
Retirees' Share of Benefit-Related Costs	100% of projected health insurance premiums for retirees

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

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

Change in the Total OPEB Liability

	Total OPEB Liability
Balance at December 31, 2022	<u>\$ 3,795,761</u>
Changes for the Year:	
Service Cost	191,165
Interest on the Total OPEB Liability	155,815
Changes of Benefit Terms	—
Difference Between Expected and Actual Experience	—
Changes of Assumptions or Other Inputs	86,550
Benefit Payments	(361,114)
Other Changes	—
Net Changes	<u>72,416</u>
Balance at December 31, 2023	<u><u>3,868,177</u></u>

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS - Continued

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

The discount rate used to measure the total pension liability was 4.00%, while the prior valuation used 4.31%. The following presents the total OPEB liability, calculated using the discount rate, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher:

		1% Decrease (3.00%)	Current Discount Rate (4.00%)	1% Increase (5.00%)
Total OPEB Liability	\$	4,165,546	3,868,177	3,597,939

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

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

		1% Decrease (Varies)	Healthcare Cost Trend Rates (Varies)	1% Increase (Varies)
Total OPEB Liability	\$	3,512,986	3,868,177	4,285,886

VILLAGE OF WINNETKA, ILLINOIS

Notes to the Financial Statements

December 31, 2023

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS - Continued

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

For the year ended December 31, 2023, the Village recognized OPEB expense of \$328,487. At December 31, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 6,851	(248,956)	(242,105)
Change in Assumptions	435,167	(562,272)	(127,105)
Net Difference Between Projected and Actual Earnings	—	—	—
Total Deferred Amounts Related to OPEB	442,018	(811,228)	(369,210)

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

Fiscal Year	Net Deferred (Inflows) of Resources
2024	\$ (18,494)
2025	(39,003)
2026	(57,030)
2027	(94,849)
2028	(104,721)
Thereafter	(55,113)
Totals	(369,210)

REQUIRED SUPPLEMENTARY INFORMATION

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

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

Notes to the Required Supplementary Information

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

VILLAGE OF WINNETKA, ILLINOIS

Illinois Municipal Retirement Fund Schedule of Employer Contributions December 31, 2023

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2015	\$ 1,355,725	\$ 1,458,442	\$ 102,717	\$ 9,317,696	15.65%
2016	1,347,077	1,376,867	29,790	9,393,842	14.66%
2017	1,284,332	1,507,708	223,376	9,464,493	15.93%
2018	1,313,581	1,319,781	6,200	9,595,185	13.75%
2019	1,146,391	1,215,748	69,357	9,756,517	12.46%
2020	1,417,899	1,508,402	90,503	10,091,807	14.95%
2021	1,326,925	1,454,767	127,842	9,902,428	14.69%
2022	1,130,656	1,130,656	—	10,269,362	11.01%
2023	816,923	838,212	21,289	10,906,850	7.69%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Aggregate Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	20 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.25%
Salary Increases	2.75% to 13.75%, Including Inflation
Investment Rate of Return	7.25%
Retirement Age	Experience-based table of rates that are specific to the type of eligibility condition. Last updated for the 2020 valuation pursuant to an experience study of the period 2017-2019.
Mortality	For non-disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

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

VILLAGE OF WINNETKA, ILLINOIS

Police Pension Fund

Schedule of Employer Contributions

December 31, 2023

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2014	\$ 1,089,023	\$ 1,095,000	\$ 5,977	\$ 2,440,019	44.88%
2015	1,110,899	1,154,177	43,278	2,546,092	45.33%
2016	1,308,146	1,307,493	(653)	2,607,617	50.14%
2017	1,446,665	1,423,835	(22,830)	2,568,172	55.44%
2018	1,488,956	1,467,306	(21,650)	2,691,970	54.51%
2019	1,519,805	1,496,469	(23,336)	2,857,689	52.37%
2020	1,720,195	1,681,054	(39,141)	2,671,838	62.92%
2021	1,291,013	1,256,878	(34,135)	2,753,118	45.65%
2022	1,188,074 *	1,198,064	9,990	2,897,538	41.35%
2023	1,236,103	1,172,360	(63,743)	2,847,215	41.18%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Open)
Remaining Amortization Period	14 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.25%
Salary Increases	Service Based
Investment Rate of Return	6.75%
Retirement Age	50 - 70
Mortality	PubS-2010 Employee mortality, unadjusted, with generational improvements with the most recent projections scale.

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

VILLAGE OF WINNETKA, ILLINOIS

Firefighters' Pension Fund Schedule of Employer Contributions December 31, 2023

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2014	\$ 1,315,341	\$ 1,321,000	\$ 5,659	\$ 2,409,734	54.82%
2015	1,327,823	1,391,267	63,444	2,440,604	57.01%
2016	1,451,602	1,439,948	(11,654)	2,421,648	59.46%
2017	1,723,176	1,708,105	(15,071)	2,560,651	66.71%
2018	1,776,163	1,743,268	(32,895)	2,428,840	71.77%
2019	1,819,236	1,792,372	(26,864)	2,571,425	69.70%
2020	1,968,569	1,929,099	(39,470)	2,674,991	72.12%
2021	1,425,539	1,385,927	(39,612)	2,540,201	54.56%
2022	1,356,132 *	1,360,608	4,476	2,553,887	53.28%
2023	1,602,287	1,523,953	(78,334)	2,894,479	52.65%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Open)
Remaining Amortization Period	14 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.50%
Salary Increases	Service Based
Investment Rate of Return	6.75%
Retirement Age	50 - 70
Mortality	PubS-2010 Employee mortality, unadjusted, with generational improvements with the most recent projections scale.

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

VILLAGE OF WINNETKA, ILLINOIS

Illinois Municipal Retirement Fund

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

December 31, 2023

	2015	2016	2017
Total Pension Liability			
Service Cost	\$ 994,117	963,903	942,741
Interest	5,445,933	5,657,743	5,819,726
Changes in Benefit Terms	—	—	—
Differences Between Expected and Actual Experience	681,118	261,926	2,116,018
Change of Assumptions	84,007	(260,501)	(2,695,351)
Benefit Payments, Including Refunds of Member Contributions	(3,997,516)	(4,516,723)	(4,994,628)
Net Change in Total Pension Liability	3,207,659	2,106,348	1,188,506
Total Pension Liability - Beginning	74,308,286	77,515,945	79,622,293
Total Pension Liability - Ending	77,515,945	79,622,293	80,810,799
Plan Fiduciary Net Position			
Contributions - Employer	\$ 1,458,442	1,376,867	1,507,708
Contributions - Members	418,903	453,957	427,932
Net Investment Income	328,436	4,475,261	12,392,876
Benefit Payments, Including Refunds of Member Contributions	(3,997,516)	(4,516,723)	(4,994,628)
Other (Net Transfer)	1,461,440	691,482	(1,218,760)
Net Change in Plan Fiduciary Net Position	(330,295)	2,480,844	8,115,128
Plan Net Position - Beginning	66,747,256	66,416,961	68,897,805
Plan Net Position - Ending	66,416,961	68,897,805	77,012,933
Employer's Net Pension Liability/(Asset)	\$ 11,098,984	10,724,488	3,797,866
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	85.68%	86.53%	95.30%
Covered Payroll	\$ 9,317,696	9,393,842	9,464,493
Employer's Net Pension Liability/(Asset) as a Percentage of Covered Payroll	119.12%	114.17%	40.13%

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

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

2018	2019	2020	2021	2022	2023
885,530	954,153	921,534	895,986	847,561	904,122
5,895,632	5,987,185	6,054,543	6,215,634	6,325,416	6,395,539
—	—	—	—	—	—
439,147	(316,723)	1,850,991	786,466	103,520	(1,582,857)
2,135,288	—	(483,869)	—	—	(113,465)
(5,290,275)	(5,542,680)	(5,815,773)	(6,401,191)	(6,318,073)	(6,357,063)
4,065,322	1,081,935	2,527,426	1,496,895	958,424	(753,724)
80,810,799	84,876,121	85,958,056	88,485,482	89,982,377	90,940,801
84,876,121	85,958,056	88,485,482	89,982,377	90,940,801	90,187,077
1,319,781	1,215,748	1,508,402	1,454,767	1,130,656	838,212
431,783	439,043	454,131	445,610	463,654	490,809
(4,799,193)	13,756,052	11,732,110	15,397,830	(13,744,280)	9,107,217
(5,290,275)	(5,542,680)	(5,815,773)	(6,401,191)	(6,318,073)	(6,357,063)
1,839,918	(564,652)	627,559	87,710	(573,634)	(662,545)
(6,497,986)	9,303,511	8,506,429	10,984,726	(19,041,677)	3,416,630
77,012,933	70,514,947	79,818,458	88,324,887	99,309,613	80,267,936
70,514,947	79,818,458	88,324,887	99,309,613	80,267,936	83,684,566
14,361,174	6,139,598	160,595	(9,327,236)	10,672,865	6,502,511
83.08%	92.86%	99.82%	110.37%	88.26%	92.79%
9,595,185	9,756,517	10,091,807	9,902,428	10,269,362	10,906,850
149.67%	62.93%	1.59%	(94.19%)	103.93%	59.62%

VILLAGE OF WINNETKA, ILLINOIS

Police Pension Fund

Schedule of Changes in the Employer's Net Pension Liability

December 31, 2023

	2014	2015	2016
Total Pension Liability			
Service Cost	\$ 692,981	605,710	646,828
Interest	2,092,535	2,308,101	2,577,750
Changes in Benefit Terms	—	—	—
Differences Between Expected and Actual Experience	(42,166)	1,146,129	(3,226,369)
Contributions - Buy Back	—	—	—
Change of Assumptions	2,499,986	1,429,187	1,572,183
Benefit Payments, Including Refunds of Member Contributions	(1,809,323)	(1,779,229)	(1,863,860)
Net Change in Total Pension Liability	3,434,013	3,709,898	(293,468)
Total Pension Liability - Beginning	34,385,224	37,819,237	41,529,135
Total Pension Liability - Ending	37,819,237	41,529,135	41,235,667
Plan Fiduciary Net Position			
Contributions - Employer	\$ 1,095,000	1,154,177	1,307,493
Contributions - Members	249,185	252,560	288,079
Contributions - Buy Back	—	—	—
Net Investment Income	1,552,792	159,423	2,178,422
Benefit Payments, Including Refunds of Member Contributions	(1,809,324)	(1,779,229)	(1,863,860)
Administrative Expenses	(21,144)	(41,620)	(49,278)
Net Change in Plan Fiduciary Net Position	1,066,509	(254,689)	1,860,856
Plan Net Position - Beginning	24,445,682	25,512,191	25,257,502
Plan Net Position - Ending	25,512,191	25,257,502	27,118,358
Employer's Net Pension Liability	\$ 12,307,046	16,271,633	14,117,309
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	67.46%	60.82%	65.76%
Covered Payroll	\$ 2,440,019	2,546,092	2,607,617
Employer's Net Pension Liability as a Percentage of Covered Payroll	504.38%	639.08%	541.39%

2017	2018	2019	2020	2021	2022	2023
694,278	650,562	695,274	769,301	679,789	642,010	633,646
2,559,175	2,675,377	2,854,673	2,950,995	3,071,328	3,073,729	3,180,866
—	—	229,968	—	—	—	—
742,631	446,263	(58,455)	704,611	(1,233,854)	593,176	2,398,356
—	—	—	—	—	17,940	—
(61,605)	1,160,243	—	—	(3,561,909)	—	—
(1,966,302)	(2,081,639)	(2,150,286)	(2,358,425)	(2,461,692)	(2,582,553)	(2,879,898)
1,968,177	2,850,806	1,571,174	2,066,482	(3,506,338)	1,744,302	3,332,970
41,235,667	43,203,844	46,054,650	47,625,824	49,692,306	46,185,968	47,930,270
43,203,844	46,054,650	47,625,824	49,692,306	46,185,968	47,930,270	51,263,240
1,423,835	1,467,306	1,496,469	1,681,054	1,256,878	1,198,064	1,172,359
268,576	267,464	280,725	291,770	272,834	287,145	282,159
—	—	—	—	—	17,940	—
3,373,306	31,794	3,112,125	6,019,470	4,067,163	(6,071,482)	4,484,312
(1,966,302)	(2,081,639)	(2,150,286)	(2,358,425)	(2,461,692)	(2,582,552)	(2,879,898)
(18,538)	(37,370)	(33,844)	(38,692)	(32,707)	(58,587)	(29,404)
3,080,877	(352,445)	2,705,189	5,595,177	3,102,476	(7,209,472)	3,029,528
27,118,358	30,199,235	29,846,790	32,551,979	38,147,156	41,249,632	34,040,160
30,199,235	29,846,790	32,551,979	38,147,156	41,249,632	34,040,160	37,069,688
13,004,609	16,207,860	15,073,845	11,545,150	4,936,336	13,890,110	14,193,552
69.90%	64.81%	68.35%	76.77%	89.31%	71.02%	72.31%
2,568,172	2,691,970	2,857,689	2,671,838	2,753,118	2,897,538	2,847,215
506.38%	602.08%	527.48%	432.11%	179.30%	479.38%	498.51%

VILLAGE OF WINNETKA, ILLINOIS

Firefighters' Pension Fund

Schedule of Changes in the Employer's Net Pension Liability

December 31, 2023

	2014	2015	2016
Total Pension Liability			
Service Cost	\$ 769,947	689,460	709,007
Interest	2,095,789	2,267,675	2,633,017
Changes in Benefit Terms	—	—	—
Differences Between Expected and Actual Experience	(99,297)	593,014	(2,992,031)
Change of Assumptions	1,815,395	3,413,519	1,111,971
Contributions - Buy Back	—	—	—
Benefit Payments, Including Refunds of Member Contributions	(1,810,863)	(1,852,469)	(1,801,967)
Net Change in Total Pension Liability	2,770,971	5,111,199	(340,003)
Total Pension Liability - Beginning	34,438,062	37,209,033	42,320,232
Total Pension Liability - Ending	37,209,033	42,320,232	41,980,229
Plan Fiduciary Net Position			
Contributions - Employer	\$ 1,321,000	1,391,267	1,439,948
Contributions - Members	225,546	232,443	251,855
Contributions - Buy Back	—	—	—
Net Investment Income	1,494,221	(15,892)	1,957,213
Benefit Payments, Including Refunds of Member Contributions	(1,810,863)	(1,852,469)	(1,801,967)
Administrative Expenses	(13,037)	(31,244)	(38,920)
Net Change in Plan Fiduciary Net Position	1,216,867	(275,895)	1,808,129
Plan Net Position - Beginning	22,656,625	23,873,492	23,597,597
Plan Net Position - Ending	23,873,492	23,597,597	25,405,726
Employer's Net Pension Liability	\$ 13,335,541	18,722,635	16,574,503
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	64.16%	55.76%	60.52%
Covered Payroll	\$ 2,409,734	2,440,604	2,421,648
Employer's Net Pension Liability as a Percentage of Covered Payroll	553.40%	767.13%	684.43%

2017	2018	2019	2020	2021	2022	2023
805,556	794,903	717,160	804,634	819,686	649,557	690,716
2,610,776	2,689,044	2,885,682	2,930,142	3,005,840	3,218,105	3,383,952
—	—	156,709	—	—	—	—
332,317	663,472	(859,094)	(144,597)	944,049	1,248,077	1,633,763
(374,219)	1,269,421	—	—	(2,596,557)	—	—
—	—	—	—	150,081	—	—
(2,026,733)	(2,160,039)	(2,261,917)	(2,291,182)	(2,497,016)	(2,644,542)	(2,755,312)
1,347,697	3,256,801	638,540	1,298,997	(173,917)	2,471,197	2,953,119
41,980,229	43,327,926	46,584,727	47,223,267	48,522,264	48,348,347	50,819,544
43,327,926	46,584,727	47,223,267	48,522,264	48,348,347	50,819,544	53,772,663
1,708,105	1,743,268	1,792,372	1,929,099	1,385,927	1,360,608	1,523,953
237,416	229,800	246,106	257,357	240,176	241,470	273,673
—	—	—	—	150,081	—	—
3,286,168	866,522	2,499,794	4,756,581	4,134,871	(5,570,248)	4,797,463
(2,026,733)	(2,160,039)	(2,261,917)	(2,291,182)	(2,497,016)	(2,644,542)	(2,755,312)
(16,726)	(62,022)	(36,492)	(42,504)	(37,874)	(33,875)	(38,193)
3,188,230	617,529	2,239,863	4,609,351	3,376,165	(6,646,587)	3,801,584
25,405,726	28,593,956	29,211,485	31,451,348	36,060,699	39,436,864	32,790,277
28,593,956	29,211,485	31,451,348	36,060,699	39,436,864	32,790,277	36,591,861
14,733,970	17,373,242	15,771,919	12,461,565	8,911,483	18,029,267	17,180,802
65.99%	62.71%	66.60%	74.32%	81.57%	64.52%	68.05%
2,560,651	2,428,840	2,571,425	2,674,991	2,540,201	2,553,887	2,894,479
575.40%	715.29%	613.35%	465.85%	350.82%	705.95%	593.57%

VILLAGE OF WINNETKA, ILLINOIS

Police Pension Fund

Schedule of Investment Returns

December 31, 2023

Fiscal Year	Annual Money- Weighted Rate of Return, Net of Investment Expense
2014	6.25%
2015	0.51%
2016	8.10%
2017	12.02%
2018	(5.64%)
2019	17.54%
2020	16.44%
2021	12.66%
2022	N/A
2023	13.66%

N/A - Not Available

VILLAGE OF WINNETKA, ILLINOIS

**Firefighters' Pension Fund
Schedule of Investment Returns
December 31, 2023**

Fiscal Year	Annual Money- Weighted Rate of Return, Net of Investment Expense
2014	6.57%
2015	(0.07%)
2016	7.99%
2017	12.74%
2018	(5.04%)
2019	18.12%
2020	13.90%
2021	12.69%
2022	N/A
2023	15.39%

N/A - Not Available

VILLAGE OF WINNETKA, ILLINOIS

Retiree Benefit Plan

Schedule of Changes in the Employer's Total OPEB Liability

December 31, 2023

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

Notes:

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

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

Changes of Assumptions. Changes in assumptions related to the discount rate were made in 2018 through 2023.

2019	2020	2021	2022	2023
183,917	193,159	245,754	268,143	191,165
147,225	135,641	88,126	100,272	155,815
—	—	—	—	—
—	15,018	(103,789)	(331,608)	—
100,798	375,948	—	(518,794)	86,550
(322,949)	(306,986)	(321,809)	(357,546)	(361,114)
(856)	—	—	—	—
108,135	412,780	(91,718)	(839,533)	72,416
4,206,097	4,314,232	4,727,012	4,635,294	3,795,761
4,314,232	4,727,012	4,635,294	3,795,761	3,868,177
14,083,963	14,887,692	14,887,692	14,734,716	15,253,064
30.63%	31.75%	31.14%	25.76%	25.36%

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2023

	2023		For the Fiscal Year Ended December 31, 2022
	Original and Final Budget	Actual	Actual
Revenues			
Taxes	\$ 15,767,935	15,227,185	16,121,723
Licenses and Permits	2,223,000	2,347,348	2,286,551
Intergovernmental	4,507,850	7,087,539	5,406,226
Charges for Services	4,014,456	4,224,942	4,031,837
Fines and Forfeitures	162,300	155,954	79,281
Investment Income	325,000	1,136,641	(537,943)
Miscellaneous	106,000	214,742	77,705
Total Revenues	27,106,541	30,394,351	27,465,380
Expenditures			
General Government	4,078,334	3,670,636	3,318,145
Public Safety	14,223,224	14,277,713	13,545,633
Community Development	1,785,856	1,557,502	1,633,671
Public Works	7,106,372	6,625,225	5,677,045
Total Expenditures	27,193,786	26,131,076	24,174,494
Excess (Deficiency) of Revenues Over (Under) Expenditures	(87,245)	4,263,275	3,290,886
Other Financing Sources (Uses)			
Transfers In	1,666,873	1,705,241	2,146,946
Transfers Out	(8,252,144)	(8,252,144)	(3,387,144)
	(6,585,271)	(6,546,903)	(1,240,198)
Net Change in Fund Balance	(6,672,516)	(2,283,628)	2,050,688
Fund Balance - Beginning as Restated		32,074,231	30,027,257
Fund Balance - Ending		29,790,603	32,077,945

OTHER SUPPLEMENTARY INFORMATION

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

Such statements and schedules include:

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

INDIVIDUAL FUND DESCRIPTIONS

GENERAL FUND

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

SPECIAL REVENUE FUNDS

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

Motor Fuel Tax Fund

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

Foreign Fire Tax Fund

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

CAPITAL PROJECTS FUND

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

Village Facilities Fund

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

Downtown Redevelopment Fund

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

Special Service Areas Fund

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

INDIVIDUAL FUND DESCRIPTIONS - Continued

ENTERPRISE FUNDS

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

Electric Fund

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

Water Fund

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

Refuse Fund

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

Storm Sewer Fund

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

Sanitary Sewer Fund

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

INDIVIDUAL FUND DESCRIPTIONS - Continued

INTERNAL SERVICE FUNDS

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

Information Technology Fund

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

Workers' Compensation Insurance Fund

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

Health Insurance Fund

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

Liability Insurance Fund

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

Fleet Fund

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

TRUST FUNDS

PENSION TRUST FUNDS

Police Pension Fund

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

INDIVIDUAL FUND DESCRIPTIONS - Continued

TRUST FUNDS - Continued

PENSION TRUST FUNDS - Continued

Firefighters' Pension Fund

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

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Revenues - Budget and Actual

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Taxes		
Property - Current	\$ 15,037,935	14,599,395
Natural Gas	505,000	407,457
Telecommunications Tax	225,000	220,333
	<u>15,767,935</u>	<u>15,227,185</u>
Licenses and Permits		
Licenses		
Vehicle	315,000	280,734
Dog	10,000	13,539
Liquor	19,500	19,800
Other	3,500	4,615
Permits		
Building	1,750,000	1,809,610
Sewer, Sidewalks, and Miscellaneous	75,000	68,140
Compliance Fees	50,000	150,910
	<u>2,223,000</u>	<u>2,347,348</u>
Intergovernmental		
General Sales Tax	2,160,000	2,705,063
Illinois State Income Tax	1,795,000	2,035,464
Corporate Property Replacement Tax	377,850	436,916
Grants	175,000	1,910,096
	<u>4,507,850</u>	<u>7,087,539</u>
Charges for Services		
Administrative Charges	1,790,336	1,790,336
Franchise Fees	310,000	309,767
Public Safety Services	1,164,676	1,226,991
Ambulance Fees	140,000	237,738
False Alarm Charges	5,000	17,100
Parking	110,200	150,850
Property Rental	424,956	394,007
State Route Maintenance	69,288	82,403
Tree Planting	—	15,750
	<u>4,014,456</u>	<u>4,224,942</u>

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Revenues - Budget and Actual - Continued

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Fines and Forfeitures		
Justice Fines and Costs	\$ 162,300	155,954
Investment Income	325,000	1,136,641
Miscellaneous		
Proceeds from Sale of Personal Property	—	51,656
Miscellaneous	106,000	163,086
	106,000	214,742
Total Revenues	27,106,541	30,394,351

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Expenditures - Budget and Actual

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
General Government		
Public Affairs	\$ 137,600	232,999
General Administration	3,940,734	3,437,637
Total General Government	4,078,334	3,670,636
Public Safety		
Police Department		
Administration	3,204,216	3,020,843
Public Service Officers	339,596	326,653
General and Criminal Records	212,364	231,381
Investigation	582,056	538,046
Uniform Patrol	3,658,197	3,797,445
Total Police Department	7,996,429	7,914,368
Fire Department		
Administration	1,054,236	1,105,529
Training	60,648	80,132
Communications	209,139	173,021
Life Safety	148,275	162,591
Firefighting Force	4,701,759	4,796,500
Ambulance Service	52,738	45,572
Total Fire Department	6,226,795	6,363,345
Total Public Safety	14,223,224	14,277,713
Community Development		
Community Development Department	1,785,856	1,557,502
Public Works		
Public Works Department	7,106,372	6,625,225
Total Expenditures	27,193,786	26,131,076

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
General Government		
Public Affairs		
Legal		
Contractual Services	\$ 53,000	138,539
Sundry		
Commodities	8,100	13,154
Contractual Services	76,500	81,306
	84,600	94,460
Total Public Affairs	137,600	232,999
General Administration		
Office of the Manager and Clerk		
Salaries	981,355	1,091,495
Personnel Costs	287,076	296,801
Contractual Services	262,398	261,940
Commodities	65,112	48,396
	1,595,941	1,698,632
Legal Expense		
Contractual Services	50,000	57,626
Financial Administration		
Salaries	1,015,387	1,034,475
Personnel Costs	329,423	337,360
Contractual Services	224,556	237,156
Commodities	63,400	58,709
Vehicle Expenditure	9,127	9,127
Training	2,900	4,552
Contingency	650,000	—
	2,294,793	1,681,379
Total General Administration	3,940,734	3,437,637
Total General Government	4,078,334	3,670,636

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Public Safety		
Police Department		
Administration		
Salaries	\$ 835,841	769,254
Personnel Costs	470,914	415,389
Contractual Services	1,055,566	1,057,656
Supplies	282,020	225,438
Vehicle Expenditure	164,355	164,355
Equipment	65,000	64,275
Training	80,520	79,984
Building and Structures	250,000	244,492
	<u>3,204,216</u>	<u>3,020,843</u>
Public Service Officers		
Salaries	276,652	263,981
Personnel Costs	62,944	62,672
	<u>339,596</u>	<u>326,653</u>
General and Criminal Records		
Salaries	166,116	174,378
Personnel Costs	46,248	57,003
	<u>212,364</u>	<u>231,381</u>
Investigation		
Salaries	384,791	341,542
Personnel Costs	197,265	196,504
	<u>582,056</u>	<u>538,046</u>
Uniform Patrol		
Salaries	2,426,927	2,538,850
Personnel Costs	1,231,270	1,258,595
	<u>3,658,197</u>	<u>3,797,445</u>
Total Police Department	<u>7,996,429</u>	<u>7,914,368</u>

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Public Safety - Continued		
Fire Department		
Administration		
Salaries	\$ 427,028	451,861
Personnel Costs	274,826	264,105
Contractual Services	154,977	168,627
Supplies	38,150	37,862
Vehicle Expenditure	59,255	59,255
Equipment	65,000	65,819
Building and Structures	35,000	58,000
	<u>1,054,236</u>	<u>1,105,529</u>
Training		
Salaries	35,500	53,130
Personnel Costs	514	749
Training	24,634	26,253
	<u>60,648</u>	<u>80,132</u>
Communications		
Contractual Services	209,139	173,021
Life Safety		
Salaries	129,490	145,743
Personnel Costs	9,285	10,611
Supplies	9,500	6,237
	<u>148,275</u>	<u>162,591</u>
Firefighting Force		
Salaries	2,611,944	2,812,958
Personnel Costs	1,987,315	1,885,691
Contractual Services	10,000	12,078
Supplies	92,500	85,773
	<u>4,701,759</u>	<u>4,796,500</u>

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Public Safety - Continued		
Fire Department - Continued		
Ambulance Service		
Salaries	\$ 36,000	27,213
Personnel Costs	523	4,988
Contractual Services	1,500	50
Supplies	6,750	5,770
Training	7,965	7,551
	<u>52,738</u>	<u>45,572</u>
Total Fire Department	<u>6,226,795</u>	<u>6,363,345</u>
Total Public Safety	<u>14,223,224</u>	<u>14,277,713</u>
Community Development		
Community Development Department		
Salaries	757,930	738,299
Personnel Costs	249,356	221,144
Contractual Services	733,181	567,581
Supplies	26,000	19,079
Training	10,500	2,500
Vehicle Expenditure	8,889	8,899
Total Community Development	<u>1,785,856</u>	<u>1,557,502</u>
Public Works		
Public Works Department		
Administration		
Salaries	506,196	407,948
Personnel Costs	232,554	184,370
Contractual Services	667,394	788,526
Supplies	621,109	489,431
Training	31,643	16,948
Vehicle Expenditure	291,691	279,309
Equipment	2,136,000	1,910,454
	<u>4,486,587</u>	<u>4,076,986</u>

VILLAGE OF WINNETKA, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Public Works - Continued		
Public Works Department - Continued		
Engineering		
Personnel Costs	\$ —	5,872
Street Maintenance		
Salaries	808,150	897,643
Personnel Costs	274,169	297,981
Contractual Services	242,874	107,105
Supplies	40,270	16,948
	1,365,463	1,319,677
Drainage		
Salaries	3,000	1,533
Personnel Costs	386	113
Contractual Services	—	44
	3,386	1,690
Snow Removal and Ice Control		
Salaries	75,000	28,028
Personnel Costs	9,698	2,830
Supplies	180,869	138,669
	265,567	169,527
Forestry		
Salaries	358,858	417,065
Personnel Costs	107,511	139,119
Supplies	519,000	495,289
	985,369	1,051,473
Total Public Works	7,106,372	6,625,225
Total Expenditures	27,193,786	26,131,076

VILLAGE OF WINNETKA, ILLINOIS

Village Facilities - Capital Projects Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Revenues		
Investment Income	\$ 500	2,171
Expenditures		
Capital Outlay	111,300	75,614
Net Change in Fund Balance	<u>(110,800)</u>	(73,443)
Fund Balance - Beginning		<u>78,767</u>
Fund Balance - Ending		<u>5,324</u>

VILLAGE OF WINNETKA, ILLINOIS**Nonmajor Governmental Funds
Combining Balance Sheet
December 31, 2023**

	Special Revenue		Capital Projects		
	Motor	Foreign	Downtown	Special	
	Fuel Tax	Fire Tax	Redevelopment	Service Areas	Totals
ASSETS					
Cash and Investments	\$ 4,103,277	183,528	1,350,062	—	5,636,867
Due from Other Governments	49,739	—	—	—	49,739
Total Assets	4,153,016	183,528	1,350,062	—	5,686,606
LIABILITIES					
Accounts Payable	128,715	2,565	265,795	—	397,075
FUND BALANCES					
Restricted	4,024,301	180,963	—	—	4,205,264
Assigned	—	—	1,084,267	—	1,084,267
Total Fund Balances	4,024,301	180,963	1,084,267	—	5,289,531
Total Liabilities and Fund Balances	4,153,016	183,528	1,350,062	—	5,686,606

VILLAGE OF WINNETKA, ILLINOIS

Nonmajor Governmental Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

For the Fiscal Year Ended December 31, 2023

	Special Revenue		Capital Projects		
	Motor Fuel Tax	Foreign Fire Tax	Downtown Redevelopment	Special Service Areas	Totals
Revenues					
Intergovernmental	\$ 550,050	94,366	—	—	644,416
Investment Income	123,690	5,386	74,850	1,836	205,762
Total Revenues	673,740	99,752	74,850	1,836	850,178
Expenditures					
Public Safety	—	122,560	—	—	122,560
Capital Outlay	128,715	—	1,356,588	16,050	1,501,353
Total Expenditures	128,715	122,560	1,356,588	16,050	1,623,913
Excess (Deficiency) of Revenues Over (Under) Expenditures	545,025	(22,808)	(1,281,738)	(14,214)	(773,735)
Other Financing Sources (Uses)					
Transfers In	—	—	1,915,000	—	1,915,000
Transfers Out	(133,862)	—	—	(38,368)	(172,230)
	(133,862)	—	1,915,000	(38,368)	1,742,770
Net Change in Fund Balances	411,163	(22,808)	633,262	(52,582)	969,035
Fund Balances - Beginning	3,613,138	203,771	451,005	52,582	4,320,496
Fund Balances - Ending	4,024,301	180,963	1,084,267	—	5,289,531

VILLAGE OF WINNETKA, ILLINOIS

Motor Fuel Tax - Special Revenue Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Revenues		
Intergovernmental		
Motor Fuel Tax Allotments	\$ 275,000	288,019
Grants	527,000	262,031
Investment Income	6,000	123,690
Total Revenues	808,000	673,740
Expenditures		
Capital Outlay	275,000	128,715
Excess (Deficiency) of Revenues Over (Under) Expenditures	533,000	545,025
Other Financing (Uses)		
Transfers Out	(133,862)	(133,862)
Net Change in Fund Balance	399,138	411,163
Fund Balance - Beginning		3,613,138
Fund Balance - Ending		4,024,301

VILLAGE OF WINNETKA, ILLINOIS

Foreign Fire Tax - Special Revenue Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Revenues		
Intergovernmental		
Foreign Fire Insurance Tax	\$ 85,000	94,366
Investment Income	200	5,386
Total Revenues	85,200	99,752
Expenditures		
Public Safety		
Supplies	79,250	122,560
Net Change in Fund Balance	5,950	(22,808)
Fund Balance - Beginning		203,771
Fund Balance - Ending		180,963

VILLAGE OF WINNETKA, ILLINOIS

Downtown Redevelopment - Capital Projects Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Revenues		
Investment Income	\$ 308,500	74,850
Expenditures		
Capital Outlay	2,262,500	1,356,588
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,954,000)	(1,281,738)
Other Financing Sources		
Transfers In	1,915,000	1,915,000
Net Change in Fund Balance	<u>(39,000)</u>	633,262
Fund Balance - Beginning		<u>451,005</u>
Fund Balance - Ending		<u>1,084,267</u>

VILLAGE OF WINNETKA, ILLINOIS

Electric - Enterprise Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Operating Revenues		
Charges for Services	\$ 20,270,914	17,893,354
Miscellaneous	58,687	353,734
Total Operating Revenues	20,329,601	18,247,088
Operating Expenses		
Administration		
General and Administrative	2,512,365	1,956,914
IMRF Net Pension Liability Expense	—	(109,859)
Total OPEB Liability Expense	—	8,356
Operations		
Generation	14,125,398	11,160,116
Distribution	4,900,263	3,598,234
Depreciation	1,600,000	1,719,066
Total Operating Expenses	23,138,026	18,332,827
Operating Income (Loss)	(2,808,425)	(85,739)
Nonoperating Revenues		
Investment Income	45,000	213,162
Rental Income	208,382	147,350
Grants	75,000	—
Other Income	22,000	37,911
	350,382	398,423
Income (Loss) before Transfers	(2,458,043)	312,684
Transfers Out	(1,053,878)	(1,053,878)
Change in Net Position	(3,511,921)	(741,194)
Net Position - Beginning as Restated		23,767,347
Net Position - Ending		23,026,153

VILLAGE OF WINNETKA, ILLINOIS

Water - Enterprise Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Operating Revenues		
Charges for Services	\$ 7,007,461	6,967,559
Miscellaneous	17,225	29,697
Total Operating Revenues	7,024,686	6,997,256
Operating Expenses		
Administration		
General and Administrative	1,848,271	1,335,494
IMRF Net Pension Liability Expense	—	(61,779)
Total OPEB Liability Expense	—	5,242
Operations		
Pumping	1,479,609	1,118,393
Distribution	4,504,419	1,125,685
Depreciation	450,000	618,923
Total Operating Expenses	8,282,299	4,141,958
Operating Income (Loss)	(1,257,613)	2,855,298
Nonoperating Revenues		
Investment Income	20,500	231,006
Other Income	—	2,021
	20,500	233,027
Income (Loss) before Transfers	(1,237,113)	3,088,325
Transfers Out	(276,560)	(276,560)
Change in Net Position	(1,513,673)	2,811,765
Net Position - Beginning		19,921,461
Net Position - Ending		22,733,226

VILLAGE OF WINNETKA, ILLINOIS

Refuse - Enterprise Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Operating Revenues		
Charges for Services	\$ 2,676,664	2,619,831
Operating Expenses		
Administration		
General and Administrative	127,080	127,080
IMRF Net Pension Liability Expense	—	(49,990)
Total OPEB Liability Expense	—	8,031
Operations		
Collection	1,551,175	1,122,852
Disposal	303,007	291,695
Recycling	462,175	466,695
Landfill Monitoring	—	217
Depreciation	135,000	140,820
Total Operating Expenses	2,578,437	2,107,400
Operating Income	98,227	512,431
Nonoperating Revenues		
Investment Income	6,500	52,784
Income before Transfers	104,727	565,215
Transfers Out	(203,055)	(203,055)
Change in Net Position	(98,328)	362,160
Net Position - Beginning		1,229,032
Net Position - Ending		1,591,192

VILLAGE OF WINNETKA, ILLINOIS

Storm Sewer - Enterprise Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Operating Revenues		
Charges for Services	\$ 1,998,964	4,066,526
Operating Expenses		
Administration		
IMRF Net Pension Liability Expense	—	(6,908)
Total OPEB Liability Expense	—	(29,257)
Operations	15,679,070	924,918
Depreciation and Amortization	—	302,782
Total Operating Expenses	15,679,070	1,191,535
Operating Income (Loss)	(13,680,106)	2,874,991
Nonoperating Revenues (Expenses)		
Investment Income	95,000	287,223
Interest Expense	(293,255)	(292,554)
Other Income	—	191,699
	(198,255)	186,368
Income (Loss) before Capital Grants/Contributions and Transfers	(13,878,361)	3,061,359
Capital Grants	18,000,000	10,171,062
Capital Contributions	—	2,219,254
Transfers In	6,471,006	6,471,006
	24,471,006	18,861,322
Change in Net Position	10,592,645	21,922,681
Net Position - Beginning		23,703,256
Net Position - Ending		45,625,937

VILLAGE OF WINNETKA, ILLINOIS**Sanitary Sewer - Enterprise Fund****Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual****For the Fiscal Year Ended December 31, 2023**

	Original and Final Budget	Actual
Operating Revenues		
Charges for Services	\$ 1,674,248	1,545,094
Operating Expenses		
Administration		
General and Administrative	140,040	140,040
IMRF Net Pension Liability Expense	—	(14,438)
Total OPEB Liability Expense	—	(22,820)
Operations	1,351,370	540,790
Depreciation	110,000	127,846
Total Operating Expenses	1,601,410	771,418
Operating Income	72,838	773,676
Nonoperating Revenues		
Investment Income	8,750	143,210
Other Income	1,500	—
	10,250	143,210
Income before Transfers	83,088	916,886
Transfers Out	(133,380)	(133,380)
Change in Net Position	<u>(50,292)</u>	783,506
Net Position - Beginning		<u>5,834,381</u>
Net Position - Ending		<u>6,617,887</u>

VILLAGE OF WINNETKA, ILLINOIS

Internal Service Funds

Combining Statement of Net Position

December 31, 2023

	Information Technology
ASSETS	
Current Assets	
Cash and Investments	\$ 193,047
Receivables - Net of Allowances	
Accounts	—
Inventories/Prepays	58,582
Total Current Assets	<u>251,629</u>
Noncurrent Assets	
Capital Assets	
Depreciable	299,598
Accumulated Depreciation	<u>(299,598)</u>
Total Noncurrent Assets	—
Total Assets	<u>251,629</u>
LIABILITIES	
Current Liabilities	
Accounts Payable	3,999
Accrued Payroll	—
Claims Payable	—
Total Current Liabilities	<u>3,999</u>
Noncurrent Liabilities	
Claims Payable	—
Total Liabilities	<u>3,999</u>
NET POSITION	
Unrestricted	<u>247,630</u>

Workers' Compensation Insurance	Health Insurance	Liability Insurance	Fleet	Totals
471,141	742,576	790,230	477,421	2,674,415
—	—	15,054	10,481	25,535
—	387,323	101,698	31,871	579,474
471,141	1,129,899	906,982	519,773	3,279,424
—	—	—	—	299,598
—	—	—	—	(299,598)
—	—	—	—	—
471,141	1,129,899	906,982	519,773	3,279,424
—	214,457	—	43,762	262,218
—	—	—	6,914	6,914
125,550	—	—	—	125,550
125,550	214,457	—	50,676	394,682
125,550	—	100,000	—	225,550
251,100	214,457	100,000	50,676	620,232
220,041	915,442	806,982	469,097	2,659,192

VILLAGE OF WINNETKA, ILLINOIS

Internal Service Funds

Combining Statement of Revenues, Expenses and Changes in Net Position For the Fiscal Year Ended December 31, 2023

	Information Technology
Operating Revenues	
Interfund Services	\$ 613,289
Operating Expenses	
Administration	60,816
Operations	878,958
Total Operating Expenses	939,774
Operating Income (Loss)	(326,485)
Nonoperating Revenues	
Investment Income	13,366
Income (Loss) Before Transfers	(313,119)
Transfers In	475,000
Transfers Out	—
	475,000
Change in Net Position	161,881
Net Position - Beginning	85,749
Net Position - Ending	247,630

Workers' Compensation Insurance	Health Insurance	Liability Insurance	Fleet	Totals
435,535	4,473,300	831,885	1,065,703	7,419,712
133,052	—	478,083	44,000	715,951
269,726	4,525,045	14,972	1,022,713	6,711,414
402,778	4,525,045	493,055	1,066,713	7,427,365
32,757	(51,745)	338,830	(1,010)	(7,653)
27,901	39,456	28,946	18,617	128,286
60,658	(12,289)	367,776	17,607	120,633
—	—	—	—	475,000
(475,000)	—	—	—	(475,000)
(475,000)	—	—	—	—
(414,342)	(12,289)	367,776	17,607	120,633
634,383	927,731	439,206	451,490	2,538,559
220,041	915,442	806,982	469,097	2,659,192

VILLAGE OF WINNETKA, ILLINOIS

Internal Service Funds

Combining Statement of Cash Flows

For the Fiscal Year Ended December 31, 2023

	<u>Information Technology</u>
Cash Flows from Operating Activities	
Receipts from Interfund Services	\$ 617,089
Payments to Suppliers	(804,181)
Payments to Employees	(176,720)
	<u>(363,812)</u>
Cash Flows from Noncapital Financing Activities	
Transfers In	475,000
Transfers Out	—
	<u>475,000</u>
Cash Flows from Investing Activities	
Interest Received	13,366
	<u>13,366</u>
Net Change in Cash and Cash Equivalents	124,554
Cash and Cash Equivalents - Beginning	<u>68,493</u>
Cash and Cash Equivalents - Ending	<u><u>193,047</u></u>
Reconciliation of Operating Income to Net Cash	
Provided (Used) by Operating Activities	
Operating Income (Loss)	(326,485)
Adjustments to Reconcile Operating Income	
to Net Cash Provided by (Used in)	
Operating Activities	
(Increase) Decrease in Current Assets	3,800
Increase (Decrease) in Current Liabilities	(41,127)
	<u>(37,327)</u>
Net Cash Provided by Operating Activities	<u><u>(363,812)</u></u>

Worker's Compensated Insurance	Health Insurance	Liability Insurance	Fleet	Totals
435,535 (900,139)	4,311,480 (4,356,330)	821,106 (498,779)	1,095,564 (759,087)	7,280,774 (7,318,516)
— (464,604)	— (44,850)	— 322,327	(347,584) (11,107)	(524,304) (562,046)
— (475,000)	— —	— —	— —	475,000 (475,000)
(475,000)	—	—	—	—
27,901	39,456	28,946	18,617	128,286
(911,703)	(5,394)	351,273	7,510	(433,760)
1,382,844	747,970	438,957	469,911	3,108,175
471,141	742,576	790,230	477,421	2,674,415
32,757	(51,745)	338,830	(1,010)	(7,653)
— (497,361)	(161,820) 168,715	(10,779) (5,724)	29,861 (39,958)	(138,938) (415,455)
(464,604)	(44,850)	322,327	(11,107)	(562,046)

VILLAGE OF WINNETKA, ILLINOIS

Information Technology - Internal Service Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Operating Revenues		
Interfund Services	\$ 603,288	613,289
Operating Expenses		
Administration	60,816	60,816
Operations	991,828	878,958
Total Operating Expenses	1,052,644	939,774
Operating Income (Loss)	(449,356)	(326,485)
Nonoperating Revenues		
Investment Income	2,000	13,366
(Loss) before Transfers	(447,356)	(313,119)
Transfers In	475,000	475,000
Change in Net Position	27,644	161,881
Net Position - Beginning		85,749
Net Position - Ending		247,630

VILLAGE OF WINNETKA, ILLINOIS

Workers' Compensation - Internal Service Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Operating Revenues		
Interfund Services	\$ 375,000	435,535
Operating Expenses		
Administration	141,800	133,052
Operations	250,000	269,726
Total Operating Expenses	391,800	402,778
Operating Income (Loss)	(16,800)	32,757
Nonoperating Revenues		
Investment Income	16,800	27,901
Income before Transfers	—	60,658
Transfers Out	(475,000)	(475,000)
Change in Net Position	<u>(475,000)</u>	(414,342)
Net Position - Beginning		<u>634,383</u>
Net Position - Ending		<u>220,041</u>

VILLAGE OF WINNETKA, ILLINOIS

Health Insurance - Internal Service Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Operating Revenues		
Interfund Services	\$ 4,272,333	4,473,300
Operating Expenses		
Administration	2,500	—
Operations	4,314,200	4,525,045
Total Operating Expenses	4,316,700	4,525,045
Operating (Loss)	(44,367)	(51,745)
Nonoperating Revenues		
Investment Income	5,000	39,456
Change in Net Position	<u>(39,367)</u>	(12,289)
Net Position - Beginning		<u>927,731</u>
Net Position - Ending		<u>915,442</u>

VILLAGE OF WINNETKA, ILLINOIS

Liability Insurance - Internal Service Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Operating Revenues		
Interfund Services	\$ 498,630	831,885
Operating Expenses		
Administration	488,630	478,083
Operations	75,000	14,972
Total Operating Expenses	563,630	493,055
Operating Income (Loss)	(65,000)	338,830
Nonoperating Revenues		
Investment Income	10,000	28,946
Change in Net Position	(55,000)	367,776
Net Position - Beginning		439,206
Net Position - Ending		806,982

VILLAGE OF WINNETKA, ILLINOIS

Fleet - Internal Service Fund

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

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Operating Revenues		
Interfund Services	\$ 1,078,075	1,065,703
Operating Expenses		
Administration	44,000	44,000
Operations	1,138,377	1,022,713
Total Operating Expenses	1,182,377	1,066,713
Operating (Loss)	(104,302)	(1,010)
Nonoperating Revenues		
Investment Income	4,750	18,617
Change in Net Position	<u>(99,552)</u>	17,607
Net Position - Beginning		<u>451,490</u>
Net Position - Ending		<u>469,097</u>

VILLAGE OF WINNETKA, ILLINOIS**Pension Trust Funds****Combining Statement of Fiduciary Net Position****December 31, 2023**

	Police Pension	Firefighters' Pension	Totals
ASSETS			
Cash and Cash Equivalents	\$ 658,336	1,746,745	2,405,081
Investments			
Illinois Police Officers' Pension Investment Fund	37,602,368	—	37,602,368
Illinois Firefighters' Pension Investment Fund	—	35,086,235	35,086,235
Receivables - Net of Allowance			
Accrued Interest	—	5,120	5,120
Prepays	7,864	8,467	16,331
Total Assets	38,268,568	36,846,567	75,115,135
LIABILITIES			
Due to Other Funds	1,198,880	254,706	1,453,586
NET POSITION			
Net Position Restricted for Pensions	37,069,688	36,591,861	73,661,549

VILLAGE OF WINNETKA, ILLINOIS

Pension Trust Funds

Combining Statement of Changes in Fiduciary Net Position

For the Fiscal Year Ended December 31, 2023

	Police Pension	Firefighters' Pension	Totals
Additions			
Contributions - Employer	\$ 1,172,359	1,523,953	2,696,312
Contributions - Plan Members	282,159	273,673	555,832
Total Contributions	1,454,518	1,797,626	3,252,144
Investment Earnings			
Interest Earned	248,324	607,624	855,948
Net Change in Fair Value	4,292,001	4,226,175	8,518,176
	4,540,325	4,833,799	9,374,124
Less Investment Expenses	(56,013)	(36,336)	(92,349)
Net Investment Income	4,484,312	4,797,463	9,281,775
Total Additions	5,938,830	6,595,089	12,533,919
Deductions			
Administration	29,404	38,193	67,597
Benefits and Refunds	2,879,898	2,755,312	5,635,210
Total Deductions	2,909,302	2,793,505	5,702,807
Change in Fiduciary Net Position	3,029,528	3,801,584	6,831,112
Net Position Restricted for Pensions			
Beginning	34,040,160	32,790,277	66,830,437
Ending	37,069,688	36,591,861	73,661,549

VILLAGE OF WINNETKA, ILLINOIS

Police Pension - Pension Trust Fund

Schedule of Changes in Fiduciary Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Additions		
Contributions - Employer	\$ 1,188,074	1,172,359
Contributions - Plan Members	264,779	282,159
Total Contributions	1,452,853	1,454,518
Investment Income		
Interest Earned	2,784,350	248,324
Net Change in Fair Value	—	4,292,001
	2,784,350	4,540,325
Less Investment Expenses	—	(56,013)
Net Investment Income	2,784,350	4,484,312
Total Additions	4,237,203	5,938,830
Deductions		
Administration	71,150	29,404
Benefits and Refunds	2,581,370	2,879,898
Total Deductions	2,652,520	2,909,302
Change in Fiduciary Net Position	1,584,683	3,029,528
Net Position Restricted for Pensions		
Beginning		34,040,160
Ending		37,069,688

VILLAGE OF WINNETKA, ILLINOIS

Firefighters' Pension - Pension Trust Fund

Schedule of Changes in Fiduciary Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2023

	Original and Final Budget	Actual
Additions		
Contributions - Employer	\$ 1,602,287	1,523,953
Contributions - Plan Members	249,394	273,673
Total Contributions	1,851,681	1,797,626
Investment Income		
Interest Earned	2,661,988	607,624
Net Change in Fair Value	—	4,226,175
	2,661,988	4,833,799
Less Investment Expenses	—	(36,336)
Net Investment Income	2,661,988	4,797,463
Total Additions	4,513,669	6,595,089
Deductions		
Administration	60,250	38,193
Benefits and Refunds	2,733,437	2,755,312
Total Deductions	2,793,687	2,793,505
Change in Fiduciary Net Position	1,719,982	3,801,584
Net Position Restricted for Pensions		
Beginning		32,790,277
Ending		36,591,861

VILLAGE OF WINNETKA, ILLINOIS**Grant Accountability and Transparency Act (GATA) – Consolidated Year-End Financial Report
December 31, 2023**

CSFA #	Program Name	State	Federal	Other	Totals
420-00-1172	Storm Sewer Installation	\$ —	8,771,062	—	8,771,062
569-00-1669	Law Enforcement Camera Grant	20,361	—	—	20,361
588-40-0448	Disaster Grants - Public Assistance (Presidentially Declared Disasters)	—	38,796	—	38,796
592-00-1730	Firefighter Training Programs Grant	4,735	—	—	4,735
	Other Grant Programs and Activities	—	1,676,019	1,400,000	3,076,019
		25,096	10,485,877	1,400,000	11,910,973

STATISTICAL SECTION (Unaudited)

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

Financial Trends

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

Revenue Capacity

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

Debt Capacity

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

Demographic and Economic Information

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

Operating Information

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

VILLAGE OF WINNETKA, ILLINOIS

Net Position by Component - Last Ten Fiscal Years
December 31, 2023 (Unaudited)

See Following Page

VILLAGE OF WINNETKA, ILLINOIS

Net Position by Component - Last Ten Fiscal Years* December 31, 2023 (Unaudited)

	2014	2015	2016
Governmental Activities			
Net Investment in Capital Assets	\$ 48,774,440	49,376,918	49,319,892
Restricted	2,131,857	2,429,573	2,664,797
Unrestricted (Deficit)	20,470,416	(11,611,807)	(10,163,480)
Total Governmental Activities Net Position	71,376,713	40,194,684	41,821,209
Business-Type Activities			
Net Investment in Capital Assets	35,411,186	37,665,272	37,023,731
Unrestricted	17,259,068	17,099,774	16,905,510
Total Business-Type Activities Net Position	52,670,254	54,765,046	53,929,241
Primary Government			
Net Investment in Capital Assets	84,185,626	87,042,190	86,343,623
Restricted	2,131,857	2,429,573	2,664,797
Unrestricted	37,729,484	5,487,967	6,742,030
Total Primary Government Net Position	124,046,967	94,959,730	95,750,450

* Accrual Basis of Accounting

Data Source: Village Records

2017	2018	2019	2020	2021	2022	2023
49,438,471	49,248,640	49,515,028	49,150,525	59,200,472	50,403,355	50,366,626
2,938,353	2,961,505	3,314,365	3,372,574	3,390,907	3,816,909	4,205,264
(10,808,641)	(9,446,576)	(8,807,837)	(4,235,819)	(5,806,590)	3,493,016	2,337,139
41,568,183	42,763,569	44,021,556	48,287,280	56,784,789	57,713,280	56,909,029
37,685,412	38,421,511	39,333,586	38,685,364	48,015,012	56,574,504	77,371,559
17,076,191	16,135,748	16,550,262	21,668,063	17,373,331	17,890,994	22,222,836
54,761,603	54,557,259	55,883,848	60,353,427	65,388,343	74,465,498	99,594,395
87,123,883	87,670,151	88,848,614	87,835,889	107,215,484	106,977,859	127,738,185
2,938,353	2,961,505	3,314,365	3,372,574	3,390,907	3,816,909	4,205,264
6,267,550	6,689,172	7,742,425	17,432,244	11,566,741	21,384,010	24,559,975
96,329,786	97,320,828	99,905,404	108,640,707	122,173,132	132,178,778	156,503,424

VILLAGE OF WINNETKA, ILLINOIS

Changes in Net Position - Last Ten Fiscal Years*
December 31, 2023 (Unaudited)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Expenses										
Governmental Activities										
General Government	\$ 3,926,262	4,993,616	1,961,906	3,858,501	3,150,204	4,171,973	3,591,828	1,687,288	4,832,582	2,980,528
Public Safety	12,316,145	16,821,380	14,156,626	13,540,856	14,520,344	14,901,003	12,326,987	10,201,045	14,663,393	15,359,311
Community Development	1,676,984	1,479,285	1,458,538	1,687,357	1,467,428	1,455,318	1,589,877	1,604,896	1,653,866	1,578,771
Public Works	5,202,568	5,612,699	5,571,479	5,935,901	6,235,172	6,485,336	7,007,376	6,434,348	6,755,847	7,452,780
Interest on Long-Term Debt	14,676	—	—	—	—	—	—	—	—	—
Total Governmental Activities Expenses	23,136,635	28,906,980	23,148,549	25,022,615	25,373,148	27,013,630	24,516,068	19,927,577	27,905,688	27,371,390
Business-Type Activities										
Electric	14,646,688	14,504,327	16,555,150	15,409,288	16,275,615	16,303,693	16,190,947	18,600,967	19,297,776	18,332,827
Water	3,073,081	3,232,713	3,225,230	3,070,624	3,485,954	3,613,580	3,054,726	3,645,073	4,040,670	4,141,958
Refuse	2,455,202	2,265,737	2,408,865	2,619,639	2,004,219	2,530,173	1,895,606	2,460,060	2,434,580	2,107,400
Storm Sewer	663,287	672,999	1,086,896	922,597	977,036	965,180	899,368	810,888	798,990	1,484,089
Sanitary Sewer	1,080,243	1,120,487	1,547,869	1,668,549	1,558,547	1,361,878	1,471,321	1,149,180	1,635,100	771,418
Total Business-Type Activities Expenses	21,918,501	21,796,263	24,824,010	23,690,697	24,301,371	24,774,504	23,511,968	26,666,168	28,207,116	26,837,692
Total Primary Government Expenses	45,055,136	50,703,243	47,972,559	48,713,312	49,674,519	51,788,134	48,028,036	46,593,745	56,112,804	54,209,082
Program Revenues										
Governmental Activities										
Charges for Services										
General Government	2,859,138	2,802,463	2,877,490	2,945,963	2,987,135	2,903,024	2,904,794	4,529,350	2,831,304	2,895,201
Public Safety	1,487,238	1,520,422	1,657,944	1,698,498	1,770,244	1,743,082	1,482,948	1,383,241	1,631,549	1,788,633
Community Development	1,929,442	1,760,110	1,743,999	1,450,743	1,378,786	1,547,917	1,618,871	1,894,245	1,934,816	1,960,520
Public Works	120,635	187,165	183,475	141,645	102,628	91,773	99,165	77,020	—	83,890
Operating Grants/Contributions	73,632	68,868	—	—	—	—	993,798	783,286	724,706	2,172,127
Capital Grants/Contributions	—	—	138,138	81,119	177,204	536,139	—	—	—	—
Total Governmental Activities Program Revenues	6,470,085	6,339,028	6,601,046	6,317,968	6,415,997	6,821,935	7,099,576	8,667,142	7,122,375	8,900,371
Business-Type Activities										
Charges for Services										
Electric	14,737,350	15,596,335	16,018,005	15,677,656	16,683,156	16,058,151	17,409,244	18,525,140	18,188,204	18,247,088
Water	3,457,265	3,531,692	3,656,945	4,075,019	4,321,977	4,555,430	5,461,214	6,576,310	6,226,468	6,997,256
Refuse	536,127	527,518	573,913	1,060,386	1,885,381	2,742,553	2,739,537	2,645,013	2,612,705	2,619,831
Storm Sewer	874,447	952,464	1,047,078	1,207,369	1,248,855	1,226,400	1,514,300	1,656,312	1,549,886	1,545,094
Sanitary Sewer	941,417	1,767,587	2,017,000	1,924,602	1,910,189	1,909,121	1,973,535	2,010,580	2,028,986	4,066,526
Operating Grants/Contributions	134,794	2,000,000	—	—	—	—	—	—	—	—
Capital Grants/Contributions	—	—	—	—	—	—	—	—	7,228,938	12,390,316
Total Business-Type Activities Program Revenues	20,681,400	24,375,596	23,312,941	23,945,032	26,049,558	26,491,655	29,097,830	31,413,355	37,835,187	45,866,111
Total Primary Government Program Revenues	27,151,485	30,714,624	29,913,987	30,263,000	32,465,555	33,313,590	36,197,406	40,080,497	44,957,562	54,766,482

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Net (Expense) Revenue										
Governmental Activities	\$ (16,666,550)	(22,567,952)	(16,547,503)	(18,704,647)	(18,957,151)	(20,191,695)	(17,416,492)	(11,260,435)	(20,783,313)	(18,471,019)
Business-Type Activities	(1,237,101)	2,579,333	(1,511,069)	254,335	1,748,187	1,717,151	5,585,862	4,747,187	9,628,071	19,028,419
Total Primary Government Net Revenue (Expense)	(17,903,651)	(19,988,619)	(18,058,572)	(18,450,312)	(17,208,964)	(18,474,544)	(11,830,630)	(6,513,248)	(11,155,242)	557,400
General Revenues and Other Changes in Net Position										
Governmental Activities										
Taxes										
Property	12,895,811	12,864,238	13,105,829	13,204,094	13,289,056	14,612,543	14,695,733	14,750,187	15,321,586	14,599,395
Telecommunications	462,013	528,637	460,692	419,153	408,315	343,120	279,837	253,686	237,293	220,333
Natural Gas	558,631	487,513	328,044	436,323	404,394	393,381	319,213	400,896	564,986	407,457
Intergovernmental										
Sales Tax	1,589,475	1,510,357	1,420,554	1,512,020	1,605,438	1,701,426	1,760,984	2,271,900	2,576,310	2,705,063
Income Tax	1,106,344	1,292,669	1,179,341	1,190,908	1,167,101	1,297,173	1,324,348	1,614,048	2,076,600	2,035,464
Personal Property Replacement Tax	114,799	150,010	131,783	149,725	136,117	169,227	141,245	255,513	527,215	436,916
Other	380,319	369,855	383,275	388,781	391,113	392,259	361,432	374,640	391,476	382,385
Investment Income	54,617	20,904	258,993	234,975	606,137	954,462	841,226	(111,292)	(603,445)	1,472,860
Miscellaneous	336,521	265,142	83,273	25,616	209,752	124,195	63,311	99,952	77,705	214,742
Transfers	742,396	849,044	822,244	890,026	1,418,311	1,461,896	1,894,887	(151,586)	542,078	(4,804,133)
Total Governmental Activities	18,240,926	18,338,369	18,174,028	18,451,621	19,635,734	21,449,682	21,682,216	19,757,944	21,711,804	17,670,482
Business-Type Activities										
Property Taxes	1,076,358	1,088,001	1,078,490	1,073,096	(32,149)	—	—	—	—	—
Investment Income	73,113	19,349	245,491	180,264	467,121	753,354	152,094	(144,707)	(553,495)	927,385
Miscellaneous	641,826	253,314	173,527	214,693	408,166	317,980	626,510	280,850	544,657	378,981
Transfers	(742,396)	(849,044)	(822,244)	(890,026)	(1,418,311)	(1,461,896)	(1,894,887)	151,586	(542,078)	4,804,133
Total Business-Type Activities	1,048,901	511,620	675,264	578,027	(575,173)	(390,562)	(1,116,283)	287,729	(550,916)	6,110,499
Total Primary Government	19,289,827	18,849,989	18,849,292	19,029,648	19,060,561	21,059,120	20,565,933	20,045,673	21,160,888	23,780,981
Changes in Net Position										
Governmental Activities	1,574,376	(4,229,583)	1,626,525	(253,026)	678,583	1,257,987	4,265,724	8,497,509	928,491	(800,537)
Business-Type Activities	(188,200)	3,090,953	(835,805)	832,362	1,173,014	1,326,589	4,469,579	5,034,916	9,077,155	25,138,918
Total Primary Government	1,386,176	(1,138,630)	790,720	579,336	1,851,597	2,584,576	8,735,303	13,532,425	10,005,646	24,338,381

* Accrual Basis of Accounting

Data Source: Village Records

VILLAGE OF WINNETKA, ILLINOIS

Fund Balances of Governmental Funds - Last Ten Fiscal Years* December 31, 2023 (Unaudited)

	2014	2015	2016
General Fund			
Nonspendable	\$ 91,211	—	—
Restricted	—	91,211	—
Assigned	—	—	—
Unassigned	18,080,699	18,942,066	20,317,199
Total General Fund	18,171,910	19,033,277	20,317,199
All Other Governmental Funds			
Restricted	2,040,646	2,338,362	2,664,797
Assigned	741,726	779,117	850,015
Unassigned	(126,377)	(86,485)	(44,974)
Total All Other Governmental Funds	2,655,995	3,030,994	3,469,838
Total Governmental Funds	20,827,905	22,064,271	23,787,037

* Modified Accrual Basis of Accounting

Data Source: Village Records

2017	2018	2019	2020	2021	2022	2023
—	—	—	750,000	—	—	—
—	—	—	—	—	—	—
—	—	—	—	—	16,303,144	12,200,000
20,674,355	22,280,802	24,645,766	25,846,414	30,027,257	15,774,801	17,590,603
20,674,355	22,280,802	24,645,766	26,596,414	30,027,257	32,077,945	29,790,603
2,938,353	2,961,505	3,314,365	3,372,574	3,390,907	3,816,909	4,205,264
669,520	1,144,572	1,047,794	1,285,996	1,057,195	582,354	1,089,591
(13,891)	—	—	—	—	—	—
3,593,982	4,106,077	4,362,159	4,658,570	4,448,102	4,399,263	5,294,855
24,268,337	26,386,879	29,007,925	31,254,984	34,475,359	36,477,208	35,085,458

VILLAGE OF WINNETKA, ILLINOIS

Changes in Fund Balances for Governmental Funds - Last Ten Fiscal Years* December 31, 2023 (Unaudited)

	2014	2015	2016
Revenues			
Taxes	\$ 13,916,455	13,880,388	13,894,565
Licenses and Permits	2,396,870	2,289,140	2,240,851
Intergovernmental	3,264,569	3,391,759	3,253,091
Charges for Services and Fees	3,810,622	3,814,244	4,030,475
Fines and Forfeitures	188,961	166,776	191,582
Investment Income (Loss)	38,729	16,029	198,119
Miscellaneous	336,521	265,142	83,273
Total Revenues	23,952,727	23,823,478	23,891,956
Expenditures			
General Government	2,947,643	3,304,296	2,956,361
Public Safety	11,847,222	12,680,756	12,590,006
Community Development	2,059,844	1,650,761	1,374,119
Public Works	5,981,049	5,322,647	5,989,321
Capital Outlay	98,285	227,696	91,627
Debt Service			
Principal Retirement	460,000	—	—
Interest	17,777	—	—
Total Expenditures	23,411,820	23,186,156	23,001,434
Excess of Revenues Over (Under) Expenditures	540,907	637,322	890,522
Other Financing Sources (Uses)			
Transfers In	2,079,116	1,849,044	1,522,244
Transfers Out	(1,336,720)	(1,250,000)	(700,000)
Disposal of Capital Assets	—	—	10,000
	742,396	599,044	832,244
Net Change in Fund Balances	1,283,303	1,236,366	1,722,766
Debt Service as a Percentage of Noncapital Expenditures	2.34%	0.00%	0.00%

*Modified Accrual Basis of Accounting

Data Source: Village Records

2017	2018	2019	2020	2021	2022	2023
14,059,570	14,101,765	15,349,044	15,294,783	15,404,769	16,123,865	15,227,185
1,866,741	1,785,951	1,948,625	1,998,247	2,267,812	2,286,551	2,347,348
3,322,553	3,476,973	4,096,224	4,581,807	5,299,387	6,296,307	7,731,955
4,182,256	4,217,114	4,143,423	3,997,440	5,525,618	4,031,837	4,224,942
187,852	235,728	193,748	110,091	90,426	79,281	155,954
190,017	498,598	781,190	483,542	(98,393)	(511,609)	1,344,574
25,616	209,752	124,195	63,311	99,952	77,705	214,742
23,834,605	24,525,881	26,636,449	26,529,221	28,589,571	28,383,937	31,246,700
3,016,519	2,814,898	2,994,684	3,458,822	3,176,510	3,318,145	3,670,636
13,273,553	13,181,538	13,612,476	13,848,126	12,926,072	13,623,785	14,400,273
1,513,155	1,412,091	1,438,439	1,572,154	1,586,009	1,633,671	1,557,502
6,112,882	6,224,138	5,318,492	5,079,201	5,269,227	5,677,045	6,625,225
327,222	383,323	2,115,559	2,218,746	2,259,792	2,671,520	1,576,967
—	—	—	—	—	—	—
—	—	—	—	—	—	—
24,243,331	24,015,988	25,479,650	26,177,049	25,217,610	26,924,166	27,830,603
(408,726)	509,893	1,156,799	352,172	3,371,961	1,459,771	3,416,097
1,515,026	2,193,311	3,095,806	3,394,887	1,947,321	4,196,946	3,620,241
(625,000)	(600,000)	(1,633,910)	(1,500,000)	(2,098,907)	(3,654,868)	(8,424,374)
—	15,338	2,351	—	—	—	—
890,026	1,608,649	1,464,247	1,894,887	(151,586)	542,078	(4,804,133)
481,300	2,118,542	2,621,046	2,247,059	3,220,375	2,001,849	(1,388,036)
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

VILLAGE OF WINNETKA, ILLINOIS

Assessed Value and Actual Value of Taxable Property - Last Ten Tax Levy Years December 31, 2023 (Unaudited)

Tax Levy Year	Residential Property	Commercial Property
2013	\$ 1,169,861,689	\$ 49,963,175
2014	1,180,513,548	54,144,041
2015	1,154,165,002	44,404,930
2016	1,392,060,810	48,201,322
2017	1,429,205,958	49,909,110
2018	1,378,919,469	49,003,297
2019	1,429,051,816	65,416,563
2020	1,410,236,124	69,342,391
2021	1,298,266,100	65,078,327
2022	1,692,082,543	68,575,548

Data Source: Cook County Clerk

Industrial Property	Total	Railroad	Total Assessed Value	Total Direct Tax Rate
\$ 3,845,561	\$ 1,223,670,425	\$ 431,535	\$ 1,224,101,960	1.847
4,336,479	1,238,994,068	532,312	1,239,526,380	1.801
—	1,198,569,932	554,920	1,199,124,852	1.836
—	1,440,262,132	665,627	1,440,927,759	1.365
—	1,479,115,068	677,213	1,479,792,281	1.320
—	1,427,922,766	690,858	1,428,613,624	1.039
—	1,494,468,379	742,090	1,495,210,469	1.007
—	1,479,578,515	809,844	1,480,388,359	1.025
—	1,363,344,427	844,172	1,364,188,599	1.117
—	1,760,658,091	1,007,301	1,761,665,392	0.870

VILLAGE OF WINNETKA, ILLINOIS

Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years December 31, 2023 (Unaudited)

	2013	2014	2015
Village of Winnetka			
General Corporate Rate	1.162	1.154	1.203
Special Service Area #3	0.437	0.413	0.402
Special Service Area #4	0.131	0.126	0.122
Special Service Area #5	0.117	0.108	0.109
Total Direct Tax Rate	1.847	1.801	1.836
Overlapping Rates			
Cook County	0.560	0.568	0.552
Elections	0.031	—	0.034
Forest Preserve	0.069	0.069	0.069
Metropolitan Water Reclamation District	0.417	0.430	0.426
Mosquito Abatement District	0.007	0.011	0.012
New Trier Township	0.061	0.062	0.066
New Trier High School	2.111	2.268	2.380
Community College 535	0.256	0.258	0.271
Winnetka School District (36)	3.331	3.386	3.354
Winnetka Public Library	0.230	0.233	0.246
Winnetka Park District	0.391	0.395	0.419
Total Overlapping Tax Rates	7.464	7.680	7.829
Total Direct and Overlapping Tax Rates	9.311	9.481	9.665

Data Source: Cook County Clerk

2016	2017	2018	2019	2020	2021	2022
1.013	0.994	0.805	0.760	1.025	1.117	0.870
0.352	0.326	0.234	0.247	—	—	—
—	—	—	—	—	—	—
—	—	—	—	—	—	—
1.365	1.320	1.039	1.007	1.025	1.117	0.870
0.533	0.527	0.319	0.275	0.272	0.243	0.170
—	—	—	0.030	—	—	—
0.063	0.062	0.060	0.059	0.058	0.072	0.075
0.406	0.402	0.396	0.389	0.378	0.382	0.345
0.010	0.010	0.010	0.009	0.009	0.009	0.008
0.049	0.057	0.053	0.051	0.053	0.060	0.052
1.974	1.993	2.111	2.028	2.085	2.322	2.002
0.231	0.232	0.246	0.221	0.227	0.252	0.227
3.049	3.002	3.220	3.149	3.015	3.285	3.082
0.209	0.210	0.225	0.217	0.223	0.249	0.207
0.354	0.357	0.383	0.375	0.389	0.435	0.372
6.878	6.852	7.023	6.803	6.709	7.309	6.540
8.243	8.172	8.062	7.810	7.734	8.426	7.410

VILLAGE OF WINNETKA, ILLINOIS

Principal Property Tax Payers - Current Fiscal Year and Nine Fiscal Years Ago December 31, 2023 (Unaudited)

Taxpayer	2023			2014		
	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value
Chicago Title Land Trust	\$ 10,463,842	1	0.59%			
Individual	7,194,987	2	0.41%	\$ 3,250,732	1	0.27%
Individual	5,482,694	3	0.31%	3,181,210	2	0.26%
Individual	4,668,081	4	0.26%	3,160,502	3	0.26%
Individual	4,494,983	5	0.26%	2,662,100	5	0.22%
Individual	4,375,547	6	0.25%	2,581,892	6	0.21%
Individual	4,085,754	7	0.23%	2,402,198	7	0.20%
Individual	3,966,144	8	0.23%			
521 Green Bay Road LLC	3,893,140	9	0.22%			
Individual	3,804,576	10	0.22%	2,205,498	9	0.18%
AH2 Signal Hill LTD				2,721,789	4	0.22%
Hulsizer & Makowiec				2,291,074	8	0.19%
Gould & Rathner LLC				2,064,489	10	0.17%
Totals	<u>52,429,748</u>		<u>2.98%</u>	<u>26,521,484</u>		<u>2.18%</u>

Data Source: Cook County Tax Extension Office

Note: Based on the 2022 EAV of \$1,761,655,392

VILLAGE OF WINNETKA, ILLINOIS

Property Tax Levies and Collections - Last Ten Fiscal Years December 31, 2023 (Unaudited)

Fiscal Year	Tax Levy Year	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
			Amount	Percentage of Levy		Amount	Percentage of Levy
2014	2013	\$ 14,222,477	\$ 13,927,317	97.92%	\$ N/A	\$ 13,927,317	97.92%
2015	2014	14,302,483	13,907,922	97.24%	N/A	13,907,922	97.24%
2016	2015	14,416,903	14,164,385	98.25%	N/A	14,164,385	98.25%
2017	2016	14,589,906	14,264,609	97.77%	N/A	14,264,609	97.77%
2018	2017	14,706,625	14,329,068	97.43%	N/A	14,329,068	97.43%
2019	2018	14,838,985	14,609,390	98.45%	N/A	14,609,390	98.45%
2020	2019	15,047,473	14,670,613	97.50%	N/A	14,670,613	97.50%
2021	2020	15,161,834	14,725,491	97.12%	N/A	14,725,491	97.12%
2022	2021	15,236,127	12,437,763	81.63%	2,403,096	14,840,859	97.41%
2023	2022	15,309,260	14,599,398	95.36%	N/A	14,599,398	95.36%

Data Source: Cook County Tax Extension Office

N/A - Currently Not Available

VILLAGE OF WINNETKA, ILLINOIS

Ratios of Outstanding Debt by Type - Last Ten Fiscal Years December 31, 2023 (Unaudited)

Fiscal Year	Business-Type Activities		Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
	General Obligation Bonds				
2014	\$ 16,500,000		\$ 16,500,000	7.81%	\$ 1,328.29
2015	15,825,000		15,825,000	7.63%	1,267.01
2016	15,145,000		15,145,000	7.15%	1,220.68
2017	14,460,000		14,460,000	6.96%	1,162.66
2018	13,765,000		13,765,000	6.35%	1,100.85
2019	13,060,000		13,060,000	5.92%	1,060.41
2020	13,043,694		13,043,694	5.22%	1,067.93
2021	12,105,009		12,105,009	4.84%	970.34
2022	11,596,324		11,596,324	5.58%	932.41
2023	11,077,639		11,077,639	5.54%	869.24

Data Source: Village's Records

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

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

VILLAGE OF WINNETKA, ILLINOIS

Ratios of General Bonded Debt Outstanding - Last Ten Fiscal Years December 31, 2023 (Unaudited)

Fiscal Year	Gross General Obligation Bonds	Less: Amounts Available For Debt Service	Total	Percentage of Total Taxable Assessed Value of Property (1)	Per Capita (2)
2014	\$ 16,500,000	\$ —	\$ 16,500,000	1.35%	\$ 1,328.29
2015	15,825,000	—	15,825,000	1.28%	1,267.01
2016	15,145,000	—	15,145,000	1.26%	1,220.68
2017	14,460,000	—	14,460,000	1.00%	1,162.66
2018	13,765,000	—	13,765,000	0.93%	1,100.85
2019	13,060,000	—	13,060,000	0.91%	1,060.41
2020	13,043,694	—	13,043,694	0.87%	1,067.93
2021	12,105,009	—	12,105,009	0.82%	970.34
2022	11,596,324	—	11,596,324	0.85%	932.41
2023	11,077,639	—	11,077,639	0.63%	869.24

Data Source: Village Records

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

Schedule of Direct and Overlapping Governmental Activities Debt December 31, 2023 (Unaudited)

Governmental Unit	Gross Debt	Percentage of Debt Applicable to Village (1)	Village's Share of Debt
Village of Winnetka	\$ —	100.00%	\$ —
School Districts:			
New Trier High School	120,565,000	26.13%	31,503,635
Oakton Community College No. 535	54,930,000	6.00%	3,295,800
School District No. 36 (Winnetka)	53,980,000	98.05%	52,927,390
School District No. 37 (Avoca)	7,105,000	6.25%	444,063
School District No. 38 (Kenilworth)	4,850,000	8.88%	430,680
Total School Districts	241,430,000		88,601,568
Other Agencies:			
Cook County	2,093,131,750	0.95%	19,884,752
Forest Preserve District	85,955,000	0.95%	816,573
Metropolitan Water Reclamation	2,503,179,075	0.97%	24,280,837
Glencoe Park District	5,780,000	0.91%	52,598
Winnetka Park District	13,680,000	93.38%	12,774,384
Total Other Agencies	4,701,725,825		57,809,144
Total Overlapping Debt	4,943,155,825		146,410,712
Total Direct and Overlapping Debt	4,943,155,825		146,410,712

Data Source: Cook County Clerk and the MSRB's Electronic Municipal Market Access website (EMMA)

(1) Most recent data shown.

(2) Overlapping percentages based on 2022 EAV.

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

VILLAGE OF WINNETKA, ILLINOIS

Legal Debt Margin

December 31, 2023 (Unaudited)

The Village is a home rule municipality.

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

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

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

VILLAGE OF WINNETKA, ILLINOIS

Pledged-Revenue Coverage - Last Ten Fiscal Years December 31, 2023 (Unaudited)

Fiscal Year	Property and Sales Tax Revenues	Principal	Interest	Coverage
2014	\$ 14,485,286	\$ 460,000	\$ 16,447	30.40
2015	14,374,595	N/A	N/A	N/A
2016	14,526,383	N/A	N/A	N/A
2017	14,716,114	N/A	N/A	N/A
2018	14,894,494	N/A	N/A	N/A
2019	16,338,898	N/A	N/A	N/A
2020	16,456,717	N/A	N/A	N/A
2021	17,022,087	N/A	N/A	N/A
2022	17,897,896	N/A	N/A	N/A
2023	17,304,458	N/A	N/A	N/A

Data Source: Village Records

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

N/A - Bonds were paid off in 2014.

VILLAGE OF WINNETKA, ILLINOIS

Demographic and Economic Statistics - Last Ten Fiscal Years December 31, 2023 (Unaudited)

Fiscal Year	(1) Population	Personal Income (in Thousands)	Per Capita Personal Income	(1) Median Age	(2) School Enrollment	Unemployment Rate
2014	12,422	\$ 211,250	\$ 100,440	41.8	5,153	3.50%
2015	12,490	207,540	98,139	40.5	5,153	3.50%
2016	12,407	211,773	98,139	41.4	5,153	3.70%
2017	12,437	207,857	102,663	40.8	5,419	5.10%
2018	12,504	216,875	110,560	41.3	5,568	3.80%
2019	12,316	220,577	118,029	41.8	5,692	4.20%
2020	12,214	250,001	123,329	42.3	5,698	8.40%
2021	12,475	250,001	134,596	42.1	5,667	4.70%
2022	12,437	207,857	102,663	40.8	5,722	5.50%
2023	12,744	200,001	110,787	42.6	5,574	3.80%

Data Sources

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

(2) Data provided by School District Administrative Offices

VILLAGE OF WINNETKA, ILLINOIS

Principal Employers - Current Fiscal Year and Nine Fiscal Years Ago December 31, 2023 (Unaudited)

Employer	2023			2014		
	Employees	Rank	Percentage of Total Village Employment*	Employees	Rank	Percentage of Total Village Employment*
New Trier High School East	665	1	13.55%	483	1	9.72%
School District 36	395	2	8.05%	221	2	4.45%
Village of Winnetka	155	3	3.16%	155	3	3.10%
North Shore Country Day School	160	4	3.26%	115	6	2.27%
Coldwell Banker	130	5	2.65%	113	5	2.31%
Baird & Warner, Inc.	65	6	1.32%			
BMO Harris Bank	55	7	1.12%	65	7	1.31%
Sacred Heart School	50	8	1.02%	45	9	0.91%
Faith, Hope, & Charity School	45	9	0.92%	43	10	0.87%
Infodata Corp	41	10	0.84%			
Dyson, Dyson & Dunn, Inc.				150	4	3.02%
Killian Co., V.J.				45	8	0.91%
	<u>1,761</u>		<u>35.89%</u>	<u>1,435</u>		<u>28.87%</u>

Data Sources: 2024 Illinois Manufacturers Directory, 2024 Illinois Services Directory and a selective telephone survey.

*Note: Total employment was determined by staff estimation.

VILLAGE OF WINNETKA, ILLINOIS

**Full-Time Equivalent Village Government Employees by Function - Last Ten Fiscal Years
December 31, 2023 (Unaudited)**

See Following Page

VILLAGE OF WINNETKA, ILLINOIS

Full-Time Equivalent Village Government Employees by Function - Last Ten Fiscal Years December 31, 2023 (Unaudited)

Function	2014	2015	2016
General Government			
Administration	5.0	4.5	6.5
Finance	14.0	13.0	11.5
Public Works	18.5	19.0	20.0
Police	35.0	37.5	36.5
Fire	26.0	25.0	26.5
Community Development	7.0	6.5	6.5
Water	7.0	7.0	7.0
Sewer	2.5	2.5	1.0
Stormwater Sewer	2.5	2.5	2.0
Electric	26.3	23.5	28.5
Refuse	7.0	8.0	8.0
Totals	150.8	149.0	154.0

Data Source: Village Records

2017	2018	2019	2020	2021	2022	2023
6.5	6.0	5.0	7.0	7.0	7.0	7.0
12.5	10.5	10.5	10.5	10.5	10.5	9.5
22.0	25.0	27.0	27.0	25.0	25.0	28.0
35.0	35.0	37.5	35.0	35.0	35.0	34.0
27.5	27.0	27.0	27.5	26.0	27.5	26.0
6.5	7.0	7.0	7.0	7.0	6.0	6.0
7.0	7.0	7.0	7.0	7.0	7.0	5.0
1.0	2.0	2.0	2.0	2.0	2.0	2.0
2.0	2.0	2.0	2.0	2.0	2.0	2.0
26.5	28.0	23.0	23.0	22.0	29.0	28.5
7.0	6.0	7.0	5.0	5.0	5.0	7.0
153.5	155.5	155.0	153.0	148.5	156.0	155.0

VILLAGE OF WINNETKA, ILLINOIS

Operating Indicators by Function/Program - Last Ten Fiscal Years December 31, 2023 (Unaudited)

Function/Program	2014	2015	2016
Public Works			
Forestry			
Number of Parkway Trees Planted	N/A	225	168
Fleet Services			
Number of Vehicles Maintained	N/A	143	135
Preventative Maintenance Services	N/A	470	218
Public Safety			
Fire			
Calls for Service	2,150	2,150	2,119
Number of Training Hours	7,250	6,316	6,174
ISO Rating	3	3	3
Police			
Crimes Against Persons	N/A	94	82
Crimes Against Property	N/A	204	209
Crimes Against Society	N/A	N/A	N/A
Calls for Service	N/A	7,449	7,670
State Tickets Issued	N/A	804	834
Compliance Tickets Issued	N/A	181	138
Community Development			
Number of Building Permits Issued	N/A	1,212	1,344
Number of Building Inspections	N/A	3,197	3,401
Highways and Streets			
Sidewalk Replaced (Sq. Ft.)	N/A	8,700	17,777
Annual Resurfacing Program (\$)	N/A	1,350,537	1,345,014
Water and Sewer			
Water Meters Read	N/A	37,500	37,500
Total Distribution Pumpage (1,000 Gallons)	1,035,500	1,000,092	1,036,306
Sanitary Sewer Repairs	N/A	6,605	15

Data Source: Village Records

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

N/A - Currently Not Available

2017	2018	2019	2020	2021	2022	2023
215	128	170	168	192	174	173
138	136	119	115	120	127	125
253	263	280	275	272	269	270
2,169	2,222	2,209	1,981	2,159	2,231	2,206
8,844	6,000	6,420	4,951	5,143	6,722	7,471
3	3	3	3	3	3	3
151	110	80	125	14	36	16
199	131	149	337	163	228	262
N/A	N/A	N/A	N/A	32	47	3
15,610	22,959	22,102	19,792	19,768	18,736	21,401
873	1,013	1,074	759	756	652	950
136	215	197	190	209	153	228
1,200	1,164	1,105	1,170	1,281	1,159	1,101
2,922	2,879	2,376	2,059	2,657	2,664	2,320
15,908	36,373	22,746	15,013	23,012	21,613	26,973
1,406,230	1,417,211	834,695	991,195	1,182,977	774,356	1,599,680
37,500	37,500	37,500	37,500	37,500	37,500	37,500
1,055,907	1,064,100	1,074,741	1,144,754	1,470,389	1,486,011	1,486,011
12	4	6	5	7	5	6

VILLAGE OF WINNETKA, ILLINOIS

Capital Asset Statistics by Function/Program - Last Ten Fiscal Years December 31, 2023 (Unaudited)

Function/Program	2014	2015	2016
Police			
Stations	1	1	1
Patrol Units	9	9	9
Fire Stations	1	1	1
Public Works			
Streets (Miles)	52	52	52
Sidewalks (Miles)	80	80	80
Streetlights	867	867	867
Water and Sewer			
Water Mains (Miles)	71	71	71
Fire Hydrants	667	667	667
Sanitary Sewers (Miles)	47	47	47

Data Source: Village Records

2017	2018	2019	2020	2021	2022	2023
1	1	1	1	1	1	1
9	9	9	9	9	9	9
1	1	1	1	1	1	1
52	52	52	52	52	52	52
80	80	80	80	80	80	80
867	867	867	867	867	867	867
71	71	71	71	71	71	71
667	667	667	667	667	667	667
47	47	47	47	47	47	47



THE VILLAGE OF
Winnetka

510 Green Bay Road, Winnetka, IL 60093
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MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
August 6, 2024

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Police Department on Tuesday, August 6, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Village Manager Rob Bahan called the roll. Present: Trustees Rob Apatoff, Tina Dalman, Bob Dearborn, and Bridget Orsic. Absent: Trustees Kirk Albinson and Kim Handler. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Peter Freidman, Community Development Director David Schoon, Fire Chief John Ripka, and Assistant Village Engineer Obaid Khalid, and approximately 3 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum
 - a) August 13, 2024 Study Session - Cancelled
 - b) August 20, 2024 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Ted Wynnychenko addresses concerns regarding the Village's integrity and matters related to Village business.
- 5) Reports
 - a) Trustees.
 - i. Trustee Orsic attended the first REDC meeting and informs Council of various public comment made at the Farmer's Market.
 - b) Attorney. No report.
 - c) Manager.
 - i. Village Manager Bahan confirms a tentative date for a community forum with the Illinois Municipal Electric Agency on October 22, 2024.
 - d) Village President. President Rintz, Village Manager Bahan, and Engineering Director Jim Bernahl met with representatives from the Illinois Department of Transportation regarding jurisdictional transfers.
- 6) Establishment of the Consent Agenda

Trustee Dalman seconded by Trustee Apatoff moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.
- 7) Approval of the Consent Agenda
 - a) Approval of Village Council Minutes
 - i. July 9, 2024 Study Session
 - ii. July 16, 2024 Regular Meeting

- b) Approval of the Warrant List Dated June 28, 2024 – July 11, 2024 in the amount of \$2,730,250.00.
- c) Resolution No. R-62-2024: Approving an Intergovernmental Agreement with the Regional Emergency Dispatch Center for the Attachment and Operation of Public Safety Communications Equipment (Adoption)
- d) Resolution No. R-63-2024: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 15 kV Underground Cable (Adoption)
- e) Resolution No. R-64-2024: Approving an Easement Agreement for the Installation and Maintenance of Utilities (1321 Willow Road – Duke Childs Field) (Adoption)

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

8) Ordinances and Resolutions

- a) Ordinance No. MC-08-2024: Amending “The Winnetka Code,” as Amended, to Adopt Editions of Various International Code Council Codes and National Fire Protection Association (NFPA) Codes and Standards (Introduction)

Village staff and representatives from Safebuilt reviewed eight proposed model codes from the International Code Council, eight proposed model codes from the National Fire Protection Association, and a new code standard for installation of stationary energy storage systems. Community Development Director David Schoon advises Council of State related codes, Illinois state plumbing code and the Illinois accessibility code, that the Village must adhere to related to development.

Mr. Schoon states that the Village must update current codes to identify changes related to incremental improvements to safeguard health, safety, and welfare of building occupants. Additionally, these updates also consider the use of new construction materials and methods, matters related to insurance, rating adjustments, and a requirement by the State that municipalities have a baseline code outdated no more than six to nine years.

Mr. Schoon provides information regarding the current model codes adopted, proposed amendments to the codes, and the types of local amendments to model codes. Additionally, Council is provided information regarding code updates related to building and residential codes, fire sprinkler system requirements for new homes, local amendments to plumbing code and electric code, property maintenance, and amendments related to fire prevention and life safety codes.

By law, the Ordinance will be in full effect 60 days after Council adoption.

Council discusses fire sprinkler system cost related matters, ongoing maintenance, informative and educational matters, and PVC piping.

Trustee Apatoff, seconded by Trustee Orsic, moved to introduce Ordinance No. MC-08-2024. By voice vote, the motion carried unanimously.

- b) Resolution No. R-65-2024: Awarding a Contract for Sanitary Sewer Evaluation Study (Adoption)

The Village maintains two separate sewer systems for stormwater and sanitary waste. While the sanitary sewer system is designed for interior building waste only, it is not designed to receive and convey excessive amounts of stormwater. Inflow and infiltration of excessive amounts of stormwater may lead to residential basement backup and flooding.

The Metropolitan Water Reclamation District of Greater Chicago requires that municipalities must manage their systems in efforts to minimize flooding.

Assistant Village Engineer Obaid Khalid states that the Village has conducted three sanitary sewer evaluation studies to investigate and locate any defects and identify the rehabilitation strategy, costs, and develop the program that enables the Village to improve its sanitary sewer system. The 2024 sanitary sewer evaluation study will include a manhole investigation, smoke testing of sewers, televising of sewer mains, and dyed water testing, if needed.

Mr. Khalid provides the project schedule including project milestones and anticipated timeline, budget overview, proposals from the engineering firms and the proposal fee.

Council discusses concerns related to how certain tests may affect residential properties, matters related to budgeting, and history of these studies.

Trustee Dalman, seconded by Trustee Dearborn, moved to adopt Resolution No. R-65-2024. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, and Orsic. Nays: None. Absent: Trustees Albinson and Handler.

9) Old Business. None.

10) New Business.

a) Review of Special Use Process

In light of recent public comment regarding the Village's role in the review and approval of the zoning relief necessary for the proposed improvements to Centennial Park and Beach, a memorandum has been provided summarizing the Village's process and roles of the advisory bodies along with the Village Council.

Community Development Director David Schoon provides information regarding the zoning relief application, the Village's rules of procedure as established in the Village zoning ordinance, approval of the special use, recommendations from the advisory bodies, and public hearings process. Additionally, Mr. Schoon provides information related to the zoning relief application submitted by the Park District as well as the submitted revised materials.

Regarding zoning relief applications, Mr. Schoon provides information related to administrative approvals, special use permit standards considered by Plan Commission and Zoning Board of Appeals, variation standards considered by the Zoning Board of Appeals and Village Council, and the Design Review Board findings prior to submitting a recommendation.

Additionally, Mr. Schoon provides information related to steep slope exceptions and development standards, lakefront construction criteria for permit approval, and review process of the zoning entitlement application.

Council discusses the review and approval process, roles of the lower advisory boards and Council, matters related to standards and variations, and lakefront regulations.

Council suggests that the power point reviewing the special use process discussion be added to the Village website.

11) Appointments: None.

12) Closed Session for the Purpose of Discussing Collective Bargaining, Security Procedures, and Pending Litigation pursuant to Section 2(c)(2), 2(c)(8) and 2(c)(11) of the Open Meetings Act.

Trustee Dalman, seconded by Trustee Apatoff, moved to adjourn to Closed Session for the purpose of discussing collective bargaining, security procedures, and pending litigation pursuant to Section 2(c)(2), 2(c)(8), and 2(c)(11) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, and Orsic. Nays: None. Absent: Trustees Albinson and Handler.

The Council adjourned into Closed Session at 8:45 p.m.

13) Adjournment. The Closed Session meeting ended at 9:46 p.m.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated July 12, 2024 - July 25, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: September 3, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated July 12, 2024 - July 25, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated July 12, 2024 - July 25, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated July 26, 2024 - August 9, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: September 3, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated July 26, 2024 - August 9, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated July 26, 2024 - August 9, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Ordinance No. MC-08-2024: Amending "The Winnetka Code," as Amended, to Adopt Editions of Various International Code Council (ICC) Codes and National Fire Protection Association (NFPA) Codes and Standards (Adoption)

PRESENTER: David Schoon, Davorka Kirincic

AGENDA DATE: September 3, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

8/6/2024: Village Council approved introduction of Ordinance No. MC-08-2024.

EXECUTIVE SUMMARY:

On September 3, 2024, the Village Council will consider the adoption of Ordinance No. MC-08-2024, an Ordinance Amending "The Winnetka Code: as Amended, to Adopt Editions of Various International Code Council Codes and National Fire Protection Association (NFPA) Codes and Standards (Attachment 1). This ordinance amends the Village's various building, fire, and safety codes to make them more current. The Village's current building, fire, and safety codes are based on model codes published in 2014-2015 and are adopted "as published," together with amendments to meet each community's unique needs or circumstances. Ordinance No. MC-08-2024 would adopt more current model building codes.

On August 6, 2024, after hearing a presentation by staff and after hearing from no members of the public, the Village Council discussed the proposed ordinance with a focus on the proposal to require all new single-family homes to be constructed with automatic fire sprinklers. After discussing the ordinance, the Council unanimously approved the introduction of Ordinance No. MC-08-2024.

RECOMMENDATION:

Consider adoption of Ordinance No. MC-08-2024, adopting the identified model codes, as amended, as the Building Code of the Village of Winnetka.

ATTACHMENTS:

1. Ordinance No. MC-08-2024: Amending "The Winnetka Code," as Amended, to Adopt the 2021 Editions of Various ICC Codes and NFPA Codes and Standards.

ATTACHMENT 1

ORDINANCE NO. MC-08-2024

**AN ORDINANCE AMENDING "THE WINNETKA CODE," AS AMENDED,
TO ADOPT EDITIONS OF VARIOUS INTERNATIONAL CODE COUNCIL CODES
AND NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
CODES AND STANDARDS**

WHEREAS, the Village of Winnetka is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution and the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Village has previously adopted, and has amended from time to time, the 2015/2016 editions of the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Property Maintenance Code, International Existing Building Code, the International Fire Code, and the International Pool and Spa Code, as published by the International Code Council, Inc., and the National Electric Code, Life Safety Code, Standards for Installation of Automatic Sprinkler Systems, Standards for the Installation of Standpipe and Hose Systems, and the National Fire Alarm and Signal Code, Standard for the Installation of Stationary Energy Storage Systems, as published by the National Fire Protection Association ("*NFPA*") (collectively, "*Codes*"); and

WHEREAS, the Village desires to amend "The Winnetka Code," as amended ("*Village Code*"), to adopt more current editions of the Codes (collectively, "*Updated Codes*") and remove duplicative or unnecessary provisions; and

WHEREAS, pursuant to Section 1-3-2 of the Illinois Municipal Code, 65 ILCS 5/1-3-2 and the Village's home rule powers, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to amend the Village Code to adopt the Updated Codes with amendments, as set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as findings of the Village Board.

SECTION 2: GENERAL REQUIREMENTS FOR AUTOMATIC ALARM AND FIRE DETECTION SYSTEMS, AND SMOKE DETECTORS. Section 8.04.010, titled "General requirements for automatic alarm and fire detection systems, and smoke detectors," of Article 8, titled "Health and Safety," of the Village Code is hereby amended to read as follows:

"Section 8.04.010 General requirements for automatic alarm and fire detection systems, and smoke detectors.

- A. Automatic alarm and fire detection systems. All automatic alarm and fire detection systems shall be subject to the provisions of this Chapter 8.04. In addition, all automatic alarm and fire detection systems shall be installed in

accordance with the standards set forth in NFPA Publication 72, National Fire Alarm Code, ~~2016~~ 2022 Edition, in any building used for all occupancies described in subsections (A)(1) through (A)(8) of Section 15.16.050 of this code.

- B. Smoke detectors. Residential smoke detectors shall be supplied and installed in accordance with the "Illinois Smoke Detector Act," 425 ILCS 60/1, et seq., and the International Residential Code, ~~2015~~ 2021 edition.
- C. Exception to fire detection system requirement. No automatic fire detection system shall be required in any room or portion of a building which is equipped with an approved installation of an automatic fire extinguishing system except where it is determined by the Fire Chief that early warning is necessary for life safety.
- D. Emergency key access requirement. The owner of any building or structure that is not a single-family or two-family dwelling and that is protected by an automatic sprinkler system and/or an automatic fire detection system shall purchase, install and maintain an emergency key access system consisting of a locked box of a type and in a location prescribed by the Fire Chief. The key box shall contain:
 - 1. Keys to locked points of ingress whether on the interior or exterior of such building or structure;
 - 2. Keys to locked mechanical equipment rooms;
 - 3. Keys to locked electrical equipment rooms;
 - 4. Keys to elevator controls;
 - 5. Keys to the fire alarm equipment; and
 - 6. Keys to other areas as directed by the Fire Chief.
- E. Emergency key access to gates. Security gates restricting access to private residences shall provide, install and maintain a "Knox" emergency key access system, with either a key box or key switch, allowing first responders access to the property and residence thereon."

SECTION 3: FALSE ALARM FEES. Section 8.04.070, titled "False Alarm Fees," of Article 8, titled "Health and Safety," of the Village Code is hereby amended to read as follows:

"Section 8.04.070 False Alarm Fees.

Any person causing a false alarm of an alarm system, as defined in Section 8.04.020 of this code, shall become obligated to pay a false alarm fee in an amount as follows:

False Alarm Fee Schedule

Number of False Alarms	Police False Alarms (Occurring During a Twelve Month Interval)	Fire False Alarms (Occurring During a (Twelve Month Interval)
1 and 2	No charge	No charge
3 - 5	\$50.00 each	\$50.00 each
6 - 9	\$100.00 each	\$100.00 each
10 and above	\$200.00 each	\$150.00 <u>\$200.00</u> each”

SECTION 4: ADOPTION OF MODEL CODES BY REFERENCE. Chapter 15.08, titled “Adoption of Model Codes by Reference,” of Article 15, titled “Building and Construction,” of the Village Code is hereby amended to read as set forth in ***Exhibit A*** attached to and, by this reference, made a part of this Ordinance.

SECTION 5: FIRE PREVENTION AND LIFE SAFETY CODE. Chapter 15.16, titled “Fire Prevention and Life Safety Code,” of Article 15, titled “Building and Construction,” of the Village Code is hereby amended to read as set forth in ***Exhibit B*** attached to and, by this reference, made a part of this Ordinance.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect 60-days from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 3 of September, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 3 day of September, 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: August 6, 2024

Passed and Approved: September 3, 2024

EXHIBIT A

CHAPTER 15.08

MODEL CODES ADOPTED BY REFERENCE

Chapter 15.08

- 15.08.010 Adoption of Model Codes by Reference
- 15.08.020 Amendments to the International Building Code, ~~2015~~ 2021 Edition
- 15.08.030 Amendments to the International Residential Code for One- and Two-Family Dwellings, ~~2015~~ 2021 Edition
- 15.08.040 Amendments to the International Mechanical Code, ~~2015~~ 2021 Edition
- 15.08.050 Amendments to the International Fuel Gas Code, ~~2015~~ 2021 Edition
- 15.08.060 Amendments to the Illinois Plumbing Code, 2014 or Current Edition
- 15.08.070 Amendments to the National Electric Code, ~~2014~~ 2020 Edition
- 15.08.080 Amendments to the International Property Maintenance Code, ~~2015~~ 2021 Edition
- 15.08.090 Amendments to Illinois Energy Conservation Code, ~~2015~~ 2021 or Current Edition
- 15.08.100 Amendments to the International Existing Building Code, ~~2015~~ 2021 Edition
- 15.08.110 Adoption of International Swimming Pool and Spa Code, 2021 Edition
- 15.08.120 Amendments to the State of Illinois Accessibility Code, 2018 or ~~e~~Current ~~e~~Edition.
- 15.08.130 Amendments to Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, ~~October 2013~~ May 2024, or Current Edition.

Section 15.08.010 Adoption of Model Codes by Reference.

The model codes described in the following subsections A through M are each adopted by reference pursuant to the home rule authority of the Village of Winnetka under Article VII, Section 6 of the State of Illinois Constitution of 1970, and further pursuant to applicable provisions of the Illinois Municipal Code and the Municipal Adoption of Codes and Records Act, 50 ILCS 220/1 through 220/7, except as modified by the exclusions, amendments, and additional provisions set forth in this chapter.

- A. International Building Code, ~~2015~~ **2021** Edition.
- B. International Residential Code for One- and Two-Family Dwellings, ~~2015~~ **2021** Edition.
- C. International Mechanical Code, ~~2015~~ **2021** Edition.
- D. International Fuel Gas Code, ~~2015~~ **2021** Edition.
- E. Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., 2014 or Current Edition.
- F. National Electrical Code, ~~2014~~ **2020** Edition (NFPA 70).
- G. International Fire Code, 2015 **2021** Edition. (See Chapter 15.16)
- H. International Property Maintenance Code, ~~2015~~ **2021** Edition.
- I. Illinois Energy Conservation Code, ~~2015~~ **2021** or ~~e~~**Current e**Edition.
- J. International Existing Building Code, ~~2015~~ **2021** Edition.
- K. International Swimming Pool and Spa Code, ~~2015~~ **2021** Edition.
- L. Illinois Accessibility Code, 71 Ill. Admin. Code 400 et seq., 2018 or Current Edition.
- M. Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, ~~July 2014~~ **May 2024**, as amended, **or Current Edition**.

Section 15.08.020 Amendments to the International Building Code, ~~2015~~ **2021 Edition.**

A. Exclusions. The following provisions of the International Building Code, ~~2015~~ **2021** Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

- 1. 101.4.4 Property maintenance. (See WVC Section 15.08.080.)
- 2. 103-~~Department of Public Safety-~~ **Code Compliance Agency**.
- 3. 105.1.1 Annual permit.

4. 105.1.2 Annual permit records.
5. 105.5 Expiration. (Superseded by Section 15.32.190 of the Village Code.)
6. 105.7 Placement of permit. (Superseded by Section 15.32.180 of the Village Code.)
7. 107.2 Construction documents. (Superseded by Section 15.32.050 of the Village Code.)
8. 107.3.1 Approval of construction documents. (Superseded by Sections 15.32.090 and 15.32.100 of the Village Code.)
9. 109.2 Schedule of permit fees. (Superseded by Section 15.32.020 of the Village Code.)
10. 109.4 Work commencing before permit issuance. (Superseded by Section 15.32.010 of the Village Code.)
11. 109.6 Refunds. (Superseded by Section 15.32.030 of the Village Code.)
12. Chapter 11 Accessibility. (Superseded by adoption of the State of Illinois Accessibility Code, 71 Ill. Admin. Code 400 et seq., 2018 or current edition; See Village Code Sections 15.08.010 and 15.08.120.)
13. 1807.1.4 Permanent wood foundation systems.
14. 1809.12 Timber footings.
15. Chapter 27 Electrical. (Superseded by the adoption of National Electrical Code, ~~2014~~2020 Edition; see Village Code Sections 15.08.010(F) and 15.08.070.)
16. Chapter 29 Plumbing. (Superseded by adoption of State of Illinois Plumbing Code, 2014 or current edition; see Village Code Sections 15.08.010(E) and 15.08.070.)

B. Amendments. The following provisions of the International Building Code, ~~2015~~ 2021 Edition, are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. These regulations shall be part of the Building Code of the Village of Winnetka. As used in the International Building Code, ~~2015~~ 2021 Edition, as adopted and amended by the Village, "this code" shall mean the Building Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Building Code the Village of Winnetka shall be called the "Building Code."

2. 101.4.3 Plumbing. The provisions of the State of Illinois Plumbing Code, 2014 Edition, as adopted by reference as provided in this Chapter 15.08, shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the State of Illinois Plumbing Code 2014 Edition, as adopted by reference as provided in this Chapter 15.08, shall apply to private sewage disposal systems.

Whenever a reference is made to the International Plumbing Code, such reference shall be deemed to refer to the applicable section of the Illinois Plumbing Code, as adopted by the Village of Winnetka.

3. 101.4.4 Property Maintenance. The provisions of the International Property Maintenance Code, ~~2015~~ **2021** Edition, as adopted by reference and amended in this Chapter 15.08, shall apply to certain existing structures and premises, and shall regulate the equipment, light, ventilation, space heating, sanitation, life and fire safety hazards of such structures and premises; and shall define the responsibilities of owners, operators and occupants and occupancy of such existing premises and structures, as provided in Section 15.08.080 of this Chapter.

4. 102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this building code shall be permitted to continue without change, except as is specifically provided in this code, including this building code, the International Existing Building Code and the International Fire Code as adopted by the Village, and except as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

5. 103.1 Creation of enforcement agency. The Department of Community Development created pursuant to Chapter 2.44 of the Village Code is hereby established as the enforcement agency for this building code, and the Director of Community Development shall be known as the building official.

6. 103.2 Appointment. The building official shall be appointed by the Village Manager.

7. 103.3 Deputies. Subject to the approval of the Village Manager, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

8. 104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this building code, the building official shall have the authority to grant modifications for individual cases upon application of the owner or owner's representative, provided the building official shall first find that special individual reasons make the strict letter of this building code impractical and that the modification is in compliance with the intent and purpose of this building code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of actions granting modifications shall be recorded and entered in the files of the Department of Community Development.

9. 105.2 Work exempt from permit. Permits shall not be required for the following work.

a. Building:

i. Painting, papering, tiling, carpeting, cabinets, countertops, and similar finish work.

ii. Construction or installation of temporary motion picture, television, and theater stage sets and scenery. Notwithstanding the foregoing, a film production permit shall be required as provided in Chapter 5.20 of the Village Code.

iii. Prefabricated swimming pools that are accessory to a detached one- or two-family dwelling, as applicable in Section 101.2, and that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.

iv. Swings and other playground equipment accessory to detached one- and two-family dwellings.

b. Electrical: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

c. Mechanical:

i. Portable heating appliances.

ii. Portable ventilation appliances.

iii. Portable cooling units.

iv. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

v. Portable evaporative coolers.

vi. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746W) or less.

vii. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

d. Plumbing:

i. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

ii. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Exemptions from the permit requirements of this Building Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the Village Code or any other laws or ordinances of the Village.

10. 107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this building code, all other applicable provisions of the Village Code, and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the

referenced installation standards in Chapter 9 of the International Building Code, ~~2015~~ **2021** Edition.

11. 113.1 General. The Building and Zoning Board of Appeals created by Section 3.44.010 of the Village Code shall hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this building code. Appeals shall be subject to the provisions of Chapter 15.72 of the Village Code.

12. ~~115.2.1 Stop work order policy~~ **115.2 Stop Work Order Issuance**. The issuance of stop-work orders shall be subject to the enforcement provisions set forth in Chapter 15.04 of the Village Code.

13. 903.3.5 Water supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. of the International Building Code, ~~2015~~ **2021** Edition. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the State of Illinois Plumbing Code, 2014 or current edition. Hydrant water flow data used for the design of any sprinkler system shall be witnessed by the Fire Department and shall be no more than six (6) months old.

14. 903.4.2 Alarms. Approved audible devices shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. An outside audio/visual device shall be provided and shall be located above the fire department connection.

15. 903.4.2.1 Alarm-indicating devices. All sprinklered buildings shall be provided with audio/visual alarm-indicating devices. The alarm-indicating devices shall be of a sufficient number and power to be seen and heard in all areas of the building.

16. 903.4.2.2 Test Valves. Fire sprinkler system inspector test valves shall be accessible at all times and shall be located no more than 6 feet above the finished floor. On multiple riser systems, each test valve shall be marked to identify which riser and area it tests.

17. 903.4.3 Floor control valves. Approved, supervised, indicating control valves shall be provided at the point of connection to the riser on each floor in high-rise buildings. In multiple-story buildings, floor control valves with water flow and tamper switches shall be provided for each floor.

18. 903.6 Safety Factor. Provide a minimum 10% safety factor in the fire protection system hydraulic calculation. The system demand shall be 10% minimum below the seasonal low water flow test supply.

19. 903.7 Hydraulic nameplate. For each hydraulically calculated area, on each drawing, provide a copy of the hydraulic nameplate.

20. 903.8 NFPA standards. The appendices of all NFPA standards are to be considered as part of each standard and are considered a "shall" requirement and not "should" information.

21. 903.9 Fire alarm systems. All fire alarm systems shall be of the addressable type and shall be installed per NFPA 72, ~~2016~~ **2022** Edition.

22. 903.10 Quick-response sprinklers. ~~All office, assembly, and residential buildings and areas, except for one- and two-family residential buildings~~ **Occupancies in Assembly Group A, Business Group B, and Residential Group**, shall be provided with residential and/or quick response sprinklers.

23. 905.3.1 Height. Class III standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access. Notwithstanding the foregoing, standpipes shall be required in all buildings that are more than two (2) stories high and/or more than two (2) stories below grade.

24. 907.2 Where required - new buildings and structures. An approved fire alarm system shall be provided in all use groups. All fire alarm control panels and annunciators shall be installed in locations approved by the Fire Department. All fire alarm panels and annunciators shall be keyed or under a protective plastic lock cover to prevent tampering.

25. 907.2.11.1 Group R-1. Sentence #4. Smoke detectors shall be installed at the top of every stairwell used for exiting.

26. 907.2.11.2(4) Groups R-2, R-3, R-4 and I-1. In the R-Use Groups, smoke detectors shall be installed at the top of every stairwell used for exiting.

27. 1028.5 Access to a Public Way. The exit discharge shall provide a paved direct and unobstructed path to a public way.

28. Section ~~3001.2~~ **3001.3** Referenced standards. Except as otherwise provided for in the code, the design, construction, installation, alteration, repair and maintenance of elevators and conveying systems and their components shall conform to ASME A17.1/CSA B44, ASME A90.1, ASME B20.1, and ALI ALCTV, the provisions of the Illinois Elevator Safety and Regulation Act, 225 ILCS 312/1 et seq. and Part 1000, Chapter II, Title 41 of the Illinois Administrative Code, entitled "Illinois Elevator Safety Rules," are hereby adopted into this Code by this reference.

29. Section ~~3001.3~~ **3001.4** Accessibility. Passenger elevators required to be accessible or to serve as part of an accessible means of egress shall comply with Sections 1009.4 and the Illinois Accessibility Code (71 Ill. Adm. Code 400), current edition.

~~3430. 3009.1~~ **3001.5** Prohibited Operation. The operation of all equipment governed by the provisions of this chapter and hereafter installed, relocated, or altered shall be unlawful by persons other than the installer until such equipment has been inspected and tested as herein required and the AHJ has issued a final certificate of compliance.

~~3531.~~ ~~3009.2~~ **3001.6** Posting Certificates of Compliance: The owner or lessee shall post the current-issued certificate of compliance in a conspicuous place inside the conveyance. A copy of the current issued certificate is acceptable. Please refer to the Illinois Elevator Safety Act.

~~3032.~~ 3002.4 Elevator car to accommodate ambulance stretcher. Where elevators are installed in any building, other than a one- or two-family dwelling, shall provide not fewer than one elevator for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches with not less than 5-inch radius corners, in an open horizontal position, plus two (2) attendants and their equipment. The elevator car shall be identified by the international symbol for emergency medical services (Star of Life). The symbol shall not be less than 3 inches in height and shall be placed inside on both sides of the hoistway door frame.

~~3433.~~ Section 3004.4 Personnel and material hoist. Add after the last sentence: All miscellaneous hoisting and elevating equipment shall be subjected to tests and inspections as required by the Community Development Director to ensure safe operation.

~~3234.~~ Section 3005.1 Access. Add the following sentence. The approved means are not to be used as a passageway through the space to other areas of the building.

~~3335.~~ Section 3005.4 Machine rooms, control rooms, and machinery spaces. Delete Exception #2.

Section 15.08.030 Amendments to the International Residential Code for One- and Two-Family Dwellings, ~~2015~~ 2021 Edition.

A. Exclusions. The following provisions of the International Residential Code for One- and Two-Family Dwellings, ~~2015~~ 2021 Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. R105.5 Expiration. (Superseded by Section 15.32.190 of this code.)
2. R105.7 Placement of permit. (Superseded by Section 15.32.180 of the Village Code.)
3. R106.2 Site plan **or plot plan**. (Superseded by section 15.32.050 of the Village Code.)
4. R106.3.1 Approval of construction documents. (Superseded by Sections 15.32.090 and 15.32.100 of the Village Code.)
5. R108.2 Schedule of permit fees. (Superseded by Section 15.32.020 of the Village Code.)
6. R108.6 **5** Refunds. (Superseded by Section 15.32.030 of the Village Code.)
7. R108.6 Work commencing before permit issuance. (Superseded by Section 15.32.010 of the Village Code.)
8. R109.1.6 Final inspection. (Superseded by Section 15.32.160 of the Village Code.)

9. R110.4 Temporary occupancy. (Superseded by Section 15.36.070 of the Village Code.)

10. R112 Board of Appeals. (Superseded by WVC Chapter 3.44)

11. **R301.1.4 Intermodal Shipping Containers**

~~11~~**12**. R321.2 Platform lifts

~~12~~**13**. R402.1 Wood foundations

~~13~~**14**. R404.2 Wood foundation walls

~~14~~**15**. Part IV - Energy Conservation. (Superseded by Section 15.08.090 of the Village Code)

~~15~~**16**. Part VII — Plumbing. Chapters 25 through 33. (Superseded by Section 15.08.060 of the Village Code)

~~16~~**17**. Part VIII — Electrical. Chapters 34 through 42. (Superseded by Section 15.08.070 of the Village Code)

B. Amendments. The following provisions of the International Residential Code for One- and Two-Family Dwellings, ~~2015~~ **2021** Edition, are amended for adoption by the Village and shall read as follows:

1. R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of the Village of Winnetka. As used in the International Residential Code for One- and Two-Family Dwellings, ~~2015~~ **2021** Edition, as adopted and amended by the Village, "this code" shall mean the Residential Code for One- and Two-Family Dwellings of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Residential Code for One- and Two-Family Dwellings of the Village of Winnetka shall be called the "Dwelling Code."

2. R102.7 Existing structures. The legal occupancy of any structure existing on the date of adoption of this Dwelling Code shall be permitted to continue without change, except as is specifically provided in this code, including this Dwelling Code and the International Fire Code, ~~2015~~ **2021** Edition, as adopted by the Village, and except as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

3. R103.1 Creation of enforcement agency. The Department of Community Development, created pursuant to Chapter 2.44 of the Village Code, is hereby established as the enforcement agency for this code, and the Director of Community Development shall be known as the building official.

4. R103.2 Appointment. The building official shall be appointed by the Village Manager.

5. R103.3 Deputies. Subject to the approval of the Village Manager, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors,

plan examiners, and other employees. Such employees shall have powers as delegated by the building official.

6. R105.2 Work exempt from permit. Permits shall not be required for the following work. Exemptions from the permit requirements of this Dwelling Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the Village.

a. Buildings:

i) Painting, papering, tiling, carpeting, cabinets, countertops, and similar finish work.

ii) Construction or installation of temporary motion picture, television, and theater stage sets and scenery. Notwithstanding the foregoing, a film production permit shall be required as provided in Chapter 5.20 of the Village Code.

iii) Prefabricated swimming pools that are accessories to a detached one- or two-family dwelling, as applicable in Section 101.2, and that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.

b. Electrical:

i) Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

c. Mechanical:

i) Portable heating appliances.

ii) Portable ventilation appliances.

iii) Portable cooling units.

iv) Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

v) Portable evaporative coolers.

vi) Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.

vi) Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

d. Plumbing:

i) The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes

necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

ii) The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

7. R112.1 General. The Building and Zoning Board of Appeals created by Section 3.44.010 of the Village Code shall hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this building code. Appeals shall be subject to the provisions of Chapter 15.72 of the Village Code.

8. R114.1 Authority ~~Notice to owner~~; stop work orders. The issuance of stop-work orders shall be subject to the enforcement provisions set forth in Chapter 15.04 of the Village Code.

9. R115.4 Prefabricated construction. A certificate of approval by an approved agency shall be furnished with every prefabricated assembly, except where all elements of the assembly are readily accessible for inspection at the site. No element of any prefabricated assembly shall be concealed prior to inspection and approval by the building official. All elements of any prefabricated assembly shall be readily accessible for inspection at the permit site. Prefabricated assemblies shall be inspected at the building site by the building official as required by this code.

10. Section R202 - DEFINITIONS. Add the following definition: ENGINEERED STRUCTURAL COMPONENTS. A prefabricated structural element designed to carry structural loads in the form of a joist, beam, girder, header, wall panel, and/or stud, used in the construction of a dwelling unit, formed primarily by a system of repetitive wood or cold-formed steel framing members. Examples of wood components are: structural composite lumber, glue laminated beams, truss-type open-web or perforated floor joists, I-joists, end-jointed lumber (without HRA adhesive), structural insulated panels, and wood structural panels.

11. Table R301.2(1) Climatic and geographic design criteria. Insert under each category:

Ground snow load	30 lbs./sq. ft.
Wind Speed	90 miles per hour
Wind Design Topographical effects	No
Special Wind Region	N/A
Wind-borne debris zone	N/A
Seismic Design Category	A
Weathering	Severe
Frost Line Depth	42 below grade

Termite Moderate to heavy

Winter Design Temperature for Heating Facilities 91 degrees Fahrenheit to 2 degrees Fahrenheit w/50% humidity

Ice Barrier Underlayment Required Yes

Flood Hazards N/A

Air Freezing Index 2000

Mean Annual Temperature 50 degrees Fahrenheit

12. R302.6.1 Dwelling-garage fire separation. Where attached private garages do not have an automatic sprinkler system, the garage shall be separated from the residence and its attic area by not less than 5/8-inch gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8 inch (Type C or X) gypsum board or equivalent. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than 5/8-inch gypsum board or equivalent. The sills of all door openings between private garages and adjacent interior spaces shall be raised not less than six (6) inches above the garage floor.

~~13. R302.12 Draftstopping. In combustible construction where there is usable space both above and below the concealed space of a floor/ceiling assembly, draftstops shall be installed so that the area of the concealed space does not exceed 1,000 square feet (or 500 square feet for non-sprinklered dwelling units). Draftstopping shall divide the concealed space into approximately equal areas. Where the assembly is enclosed by a floor membrane above and a ceiling membrane below, draftstopping shall be provided in floor/ceiling assemblies under the following circumstances:~~

~~1. The ceiling is suspended under the floor framing.~~

~~2. Floor framing is constructed of truss type open web or perforated members.~~

~~1413. R310.6~~ **R310.7** Alterations or remodels of existing basements. An emergency escape and rescue opening is required when existing basements undergo alterations, remodeling that exceeds 33% of the net basement floor area, or when new sleeping rooms are created.

14. R313.2.2 Outside alarm indicators. An approved audible and visual device, located on the exterior of a one- or two-family dwelling in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

15. R313.23 One- and two-family dwellings additions and alterations. Additions or alterations to existing buildings that are not already provided with an automatic residential

sprinkler system shall provide the following: ~~automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one and two family dwellings.~~

~~—Exception:~~

~~—1. An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential fire sprinkler system.~~

~~—2. An automatic residential fire sprinkler system shall not be required for new buildings when all of the following conditions are met:~~

a. When solid dimensional lumber is used to construct the floor/roof/wall-framing systems (i.e., 2"x members), the framing system shall be protected by at least one layer of 5/8-inch gypsum wallboard on all ceilings and walls.

b. When engineered structural components such as I-joists, glue-laminated lumber, and open-web floor and roof trusses, to construct any portion of a floor/roof/wall-framing system or assembly, the entire framing system shall be protected by at least one layer of 5/8-inch fire code (Type C or X) gypsum wallboard. See the definition of 'Engineered Structural Components' in Chapter 2, Section R202 as amended.

c. Floor framing constructed of combustible truss-type open-web perforated members shall have draftstops installed so the area of concealed space shall not exceed 500 sq. ft., per Section R302.12 - Draftstopping, as amended by this code.

d. Solid wood core doors not less than 1-3/8 inches in thickness or 20-minute rated doors shall be used for doors to bedrooms, dens, studies, offices with closets, mechanical rooms, laundry rooms, and basements.

16. R314.1 General. Smoke alarms shall comply with NFPA 72, Illinois Fire Safety (425 ILCS 60/) Smoke Detector Act, and Section R314. A smoke alarm/detector shall be installed at the top of all interior staircases within a dwelling unit. A smoke alarm/detector shall be installed at the top of a common interior staircase or stairwell when the staircase serves two or more dwelling units.

17. R314.8 Heat Detection. Heat detectors are required to be installed in any integral or attached garage. The heat detector shall receive primary power from building wiring, and when primary power is interrupted, it shall receive power from a battery. The heat detector shall be interconnected with the smoke alarm system in such a manner that activation of one alarm will activate all of the alarms in the individual dwelling.

~~—17~~**18.** R315.1 General. Carbon monoxide alarms shall comply with Illinois Public Safety (430 ILCS 135/) Carbon Monoxide Alarm Detector Act, and Section R315.

19. R316.9 Weather protection. Insulation shall not be installed until the building envelope has been protected from weather.

~~1820.~~ ~~R320.2~~ **R320.3** Access roads. One or two-family dwelling homes with access roads greater than 150 feet (measured from the street access point to the front door of the home) hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus and must comply with the following:

1. The access road must be at least 12 feet wide for emergency vehicle access.
2. If a gate is installed or is going to be installed, it must provide clearance of 12 feet horizontally and 11 feet vertically.
3. If the gate is secured, a Knox gate-and key switch must be installed.
4. The access road shall be engineered to support the superimposed load of a typical emergency response vehicle unless other provisions are made and approved by the Fire Chief.

~~1921.~~ R321.1 Elevators and platform lifts. The design, construction, installation, alteration, repair, and maintenance of limited-use and limited-application elevators, private residence elevators, private residence inclined elevators, and their components shall conform to ASME A17.1/CSA B44 - Part 5, ASME A17.3, and ASME A18.1.

~~—2022.~~ R404.1.2.1 Masonry foundation walls. Concrete masonry and clay masonry foundation walls shall be constructed as set forth in Tables R404.1.1(1), R404.1.1(2), R404.1.1(3), and R404.1.1(4), and shall also comply with the applicable provisions of Sections R606, R607 and R608. In buildings assigned to Seismic Design Categories B, concreted masonry and clay masonry foundation walls shall also comply with Section R404.1.1, but with not less than two (2) Number Five (#5) reinforcement bars placed at the top and bottom of any concrete trench, belle, grade beam or formed foundation wall. Rubble stone masonry foundation walls shall be prohibited.

23. R404.1.3.3.7.9 Steel dowel bars. Provide steel dowel bar anchorage for porch and terrace slabs exceeding 1,000 square feet, concrete or masonry steps and concrete area walls which adjoin foundation walls. For shallow foundations adjacent to a basement and for attached garages, embed four ½ inch round hooked bars, four feet long, into the main wall, two near the top and two near the bottom of the attached wall. For intersecting walls of additions to existing structures, provide ½-inch round bars, 24 inches long, spaced 18 inches on center vertically and embedded not less than 4 inches.”

24. R801.3 Roof drainage. All dwellings shall have a controlled method of water disposal from roofs that will collect and discharge roof drainage to the ground surface not less than 5 feet (1524 mm) from the foundation walls or to an approved drainage system.

~~2125.~~ Appendices Adopted by Reference:

- a. Appendix **A**A: Sizing and Capacities of Gas Piping.

b. Appendix AB: Sizing of Venting Systems Serving Appliances Equipped With Draft Hoods, Category 1 Appliances And Appliances Listed For Use With Type B Vents.

c. Appendix AC: Exit Terminals of Mechanical Draft and Direct-vent Venting Systems.

d. Appendix AF: Radon Control Methods.

e. Appendix AJ: Existing Buildings and Structures.

f. Appendix AO: Automatic Vehicular Gates.

g. Appendix ~~U~~ AT [RE]: Solar Ready Provisions - **Detached One- and Two-Family Dwellings and Townhouses**

Section 15.08.040 Amendments to the International Mechanical Code, 2015 2021 Edition.

A. Exclusions. The following provisions of the 2015 **2021** International Mechanical Code are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. 104.4 **3** Inspections. (Superseded by Section 15.32.160 of the Village Code.)

2. 106.4.3 Expiration. (Superseded by Section 15.32.190 of the Village Code.)

~~4.3. 106.5.2 Fee schedule.~~ **109.2 Schedule of permit fees** (Superseded by Section 15.32.020 of the Village Code.)

~~3.4. 106.5.1~~ **109.4** Work commencing before permit issuance. (Superseded by Section 15.32.010 of the Village Code.)

~~5. 106.5.3 Fee refunds.~~ **109.6 Refunds** (Superseded by Section 15.32.030 of the Village Code.)

~~6. 106.5.3~~ **113** Means of appeals. (Superseded by WVC Chapter 3.44)

B. Amendments. The following provisions of the 2015 **2021** International Mechanical Code are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. These provisions shall be known as the Mechanical Code of the Village of Winnetka. As used in the International Mechanical Code, 2015 **2021** Edition, as adopted and amended by the Village, "this code" shall mean the Mechanical Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Mechanical Code of the Village of Winnetka shall be called the "Mechanical Code."

2. 103.1 ~~General.~~ **Creation of Agency.** The Department of Community Development created pursuant to Chapter 2.44 of the Village Code is hereby established as the enforcement agency for this code, and the Director of Community Development shall be known as the building official.

The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

3. 103.2 Appointment. The building official shall be appointed by the Village Manager.

4. ~~409.2~~ **114.1** Membership of board. The Building and Zoning Board of Appeals created by Section 3.44.010 of the Village Code shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this building code. Appeals shall be subject to the provisions of Chapter 15.72 of the Village Code.

5. ~~108.5~~ **116** Stop work orders. The issuance of stop work orders shall be subject to the enforcement provisions set forth in Chapter 15.04 of the Village Code.

6. 301.11 Plumbing connections. Potable water supply and building drainage system connections to equipment and appliances regulated by this code shall be in accordance with the State of Illinois Plumbing Code, 2014 or Current Edition.

7. Chapter 15 Referenced Standards.

a. SIPC-2004, State of Illinois Plumbing Code 2014 or Current Edition.

b. NEC-~~2014~~ **2020**, National Electrical Code ~~2014~~ **2020** Edition.

Section 15.08.050 Amendments to the International Fuel Gas Code, ~~2015~~ **2021 Edition.**

A. Exclusions. The following provisions of the International Fuel Gas Code, ~~2015~~ **2021** Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. 106.5.3 Expiration. (Superseded by Section 15.32.190 of the Village Code.)

2. ~~406.6.2 Fee schedule.~~ **109.2 Schedule of permit fees.** (Superseded by Section 15.32.020 of the Village Code.)

3. ~~406.6.3~~ **109.6** Fee refunds. (Superseded by Section 15.32.030 of the Village Code.)

4. ~~409~~ **113** Means of appeal. (Superseded by WVC Chapter 3.44.)

B. Amendments. The following provisions of the International Fuel Gas Code, ~~2015~~ **2021** Edition, are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. These provisions shall be known as the Fuel Gas Code of the Village of Winnetka. As used in the International Fuel Gas Code, ~~2015~~ **2021** Edition, as adopted and amended by the Village, "this code" shall mean the Fuel Gas Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code and the Fuel Gas Code of the Village of Winnetka shall be called the "Fuel Gas Code."

2. ~~103.1 General.~~ **Creation of Agency.** The Department of Community Development, created pursuant to Chapter 2.44 of the Village Code, is hereby established as the enforcement agency for this code, and the Director of Community Development shall be known as the building official.

3. 103.2 Appointment. The building official shall be appointed by the Village Manager.

4. 103.3 Deputies. Subject to the approval of the Village Manager, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners, and other employees. Such employees shall have powers as delegated by the building official.

~~75. 409.2~~ **114.1** Membership of board. The Building and Zoning Board of Appeals created by Section 3.44.010 of the Village Code shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this building code. Appeals shall be subject to the provisions of Chapter 15.72 of the Village Code.

~~56. 408.4~~ **115.4** Violation penalties. Any person who shall violate a provision of this code or fail to comply therewith or with any of the requirements thereof shall be prosecuted within the limits provided by state or local laws and shall be subject to penalties and fines as provided in Section 15.04.110 of the Village Code.

~~67. 408.5~~ **116** Stop work orders. The issuance of stop-work orders shall be subject to the enforcement provisions set forth in Chapter 15.04 of the Village Code.

8. 624.1.1 Installation requirements. The requirements for water heaters relative to sizing, relief valves, drain pans, and scald protection shall be in accordance with the State of Illinois Plumbing Code, 2014 or current edition.

9. Chapter 8 Referenced Standards.

a. SIPC-2014, State of Illinois Plumbing Code 2014 or current edition. Section 624.1.1

b. NEC-~~2014~~ **2020**, National Electrical Code ~~2014~~ **2020** Edition.

Section 15.08.060 Amendments to the Illinois Plumbing Code

A. Exclusions. The following provisions of the Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., 2014 or current edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

B. Amendments. The following provisions of the Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., 2014 or current edition, are amended, deleted, or modified for adoption by the Village as follows:

1. Section 890.110, Applicability is amended by adding the following subsection (c):

890.110 (c) General Regulations. Plumbing and drainage systems in all buildings, public and private, shall be installed in accordance with the provisions of this ordinance by

a licensed plumber in accordance with the provisions of the State of Illinois Plumbing License Law. If a plumbing contractor is found to be using unlicensed plumbers, the contractor's plumbing permit for the work on which the plumbing contractor was working may be revoked by the Village of Winnetka.

2. Section 890.120 Definitions is amended by adding the following definition:

"Plumbing Code." The Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., as adopted and amended by the Village, shall be known as the Plumbing Code of the Village of Winnetka. As used in the Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., as adopted and amended by the Village, the terms "Part" or "this code" shall mean the Plumbing Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code and the Plumbing Code of the Village of Winnetka shall be called the "Plumbing Code."

3. Section 890, Appendix A, Table A, "Approved Materials for Building Sewers" is amended by replacing with the following approved materials:

- a. Cast iron, bell, and spigot with compression joints.
- b. Polyvinyl Chloride (PVC), SDR 26.
- c. Polyvinyl Chloride (PVC) Pipe-, **schedule 40.**

Note: Ductile iron pipe ASTM A377 shall be installed for all new sanitary and storm sewer services that penetrate the foundation wall through a sleeve to the point that the piping is being supported on approved load-bearing soil or compacted fill

4. Section 890, Appendix A, Table A, "Approved Materials for Water Service Pipe" is amended by replacing with the following approved materials:

- a. Copper/Copper Tubing - Type K only - ASTM B 88-2009.
- b. Ductile Iron, Class 55 or greater.

5. Section 890, Appendix A, Table A, "Approved materials for drainage/vent pipe" is amended by deleting PVC pipe with cellular core ASTM F891-2010, ASTM F1760-2011.

56. Section 890.1190 "Water Supply Control Valves and Meter" is amended by revising note a) to read as follows:

a. A full port shut-off valve shall be located near the curb or property line and immediately inside the building, on the inlet and outlet side of the water meter. The inlet side valve shall be a mechanical connection.

C. Additions. The Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., is further amended for adoption by the Village by adding the following provisions:

1. WaterSense Devices. Subject to other provisions of the Illinois Plumbing Code, 77 Ill. Admin. Code 890 et seq., and the Lawn Irrigation Contractor and Lawn Sprinkler System Registration Code, 77 Ill. Admin. Code 892 et seq., all new plumbing fixtures and irrigation controllers installed on properties installed after September 1, 2015, being the effective date of this ordinance, connected to the Village water supply system shall bear the WaterSense label (as designated by the United States Environmental Protection Agency WaterSense Program), when such labeled fixtures are available.

2. Inspections Required. All plumbing work shall be subject to the inspection and approval of the Director of Community Development, the plumbing inspector under the supervision of the Director of Community Development, or any other designee of the Director of Community Development. The plumbing contractor shall be on site when the rough plumbing inspection is conducted by the Village. (Prior code § 23.49)

3. Overhead sewers and other protective measures below ground level. All new buildings served by a public or private sewer system and all building additions or remodeling consisting of the addition of plumbing fixtures in basements, floors, rooms or occupancy areas below grade and served by a public or private sewer system shall have overhead plumbing installed for all new connections to the sanitary sewer facilities. (Prior code § 23.50)

Section 15.08.070 Amendments to the National Electric Code, 2014-2020 Edition.

A. Exclusions. The following provisions of the National Electric Code, 2014-2020 Edition, National Fire Protection Association Publication 70, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. Article 230 Part II. - Oversize Service Conductors.
2. Article 320 Armored Cable: Type AC.
3. Article 322 Flat Cable Assemblies: Type FC.
4. Article 324 Flat Conductor Cable: Type FCC.
5. Article 334 Nonmetallic-sheathed Cable: Types NM, ~~and~~ NMC ~~and NMS~~.
6. Article 338 Service-Entrance Cable: Types SE and USE.
7. Article 340 Underground Feeder and Branch-Circuit Cable: Type UF.
8. Article 362 Electrical Nonmetallic Tubing: Type ENT.
9. Article 378 Nonmetallic Wireways.
10. Article 382 Nonmetallic Extensions.
11. Article 388 Surface Nonmetallic Raceways.

12. Article 394 Concealed Knob and Tube Wiring.
13. Article 396 Messenger Supported Wiring.
14. Article 398 Open Wiring on Insulators.
15. Article 547 Agricultural Buildings.
16. Article 550 Mobile Homes, Manufactured Homes, and Mobile Home Parks.
17. Article 551 Recreational Vehicles and Recreational Vehicle Parks.
18. Article ~~553~~ **555, Part III** Floating Buildings.
19. Annex H Administration and Enforcement is amended by deleting the following sections:
 - a. 80.2 Definitions. Chief Electrical Inspector.
 - b. 80.15 Electrical Board. Delete subsections (A) (B) (C) (D) (E) (F) and (H).
 - c. 80.19(D) Annual Permits.
 - d. 80.19(F)(3) Inspections.
 - e. 80.19(F)(4) Approvals.

B. Amendments. The following provisions of the National Electric Code, ~~2014~~ **2020** Edition, are amended for adoption by the Village and shall read as follows:

1. 90.0 Title. These provisions shall be known as the Electric Code of the Village of Winnetka. As used in the National Electric Code, ~~2014~~ 2020 Edition, as adopted and amended by the Village, "this code" shall mean the Electric Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Electric Code of the Village of Winnetka shall be called the "Electric Code."

2. ~~200.12~~ **210.11** Branch Circuits Required. Use and Identification of Grounded Conductors, Outlets, Switches and Receptacles. All garage outlets shall be located not less than forty-two (42) inches above the finished floor.

Switches and receptacles in bathrooms shall not be located in a minimum of thirty (30) inches from the inside edge of a tub or shower measured horizontally at the floor line, unless GFCI protected. Lighting fixtures above, or within two feet of the inside of the tub or shower edge, must have GFCI protection.

~~Grounded conductors shall be at least the same size as the ungrounded conductors of the same circuit.~~

3. 210.8(A)(12) Sump pump or ejector pump

Exception to (12): A sump pump or ejector pump installation included with a dedicated single receptacle outlet, sized in accordance with the manufacturer's instructions, which receptacle is located within three feet (3') of the sump pump and is clearly marked "FOR SUMP PUMP USE ONLY"

34. 230.1 (A) Services, Scope – Overhead or Exposed Wiring. No overhead or exposed wiring on the exterior of buildings shall be installed except for main service conduits and wiring runs of four feet or less to freestanding cooling units and connections to underground wiring. In all such cases, rigid metal conduit shall be used, except that, where flexible connections are required, liquid tight or flexible metal conduit with a green equipment ground wire may be used.

45. 230.2(B) Alterations to Special Occupancies. When alterations to existing buildings are made, resulting in a change in the number of occupant spaces (or tenant spaces), the following changes shall be made to their services:

a. When existing buildings with additional services are altered from multiple occupancies and combined into one occupant space, all other services shall be removed and reduced to one service.

b. When subdividing existing single-occupant spaces into multiple occupants, each occupant space shall be provided with its own electrical service. Circuits that originally crossed over into adjacent occupancy spaces shall be removed in their entirety within the new space.

56. 230.70 Service for New Single-family Dwellings. All new single-family detached dwellings shall have a minimum 200-amp single-phase service with the main disconnect located at the meter and at the main distribution panel.

a. All service conductors shall be installed underground.

b. System design drawings shall be submitted for all services greater than 200 amps at the time of permit application.

c. Half-size breakers are not approved for use in new construction. In existing residential dwelling units half-size breakers are limited to manufacturer's specifications. Half-size breakers shall not be permitted in existing commercial or industrial units.

67. 230.43 Wiring Methods for 1000 Volts, Nominal, or Less. Service entrance conductors shall be installed in accordance with the applicable requirements of this code covering the type of wiring methods used and shall be limited to the following methods:

a. Rigid metal conduit (RMC).

b. Intermediate metal conduit (IMC).

c. Rigid nonmetallic conduit (RNC).

78. 230.70 (A) (1) Readily Accessible Location. The service disconnecting means shall be installed at a readily accessible location on the exterior of all buildings or structure as determined

prior to installation by the Water and Electric Department. Larger electrical services (over 1,000 amps, 3 Ph) can locate the service disconnecting means on the interior within the main distribution panel or switchgear, so long as an outdoor means of disconnect is still provided for use by the Village (e.g. a 'shunt trip' switch.)

9. 230.11 Service Entrance Conductors. In new one family dwelling construction, the electrical service shall have a minimum rating of 200 amps and an electrical distribution panel sized for 40 circuits. An interior disconnecting means shall be provided in addition to the exterior disconnect. Fuse box pullouts shall not be used as a service disconnect.

Exception: Electric service upgrades in existing one family dwelling shall have a minimum ampere rating and an electrical distribution panel sized for 30 circuits and minimum 100 amps.

~~810.~~ 250.64 (A) Aluminum or Copper-Clad Aluminum Conductors. The grounding electrode conductor shall be copper. The use of aluminum or copper clad aluminum for the purpose of grounding is prohibited.

~~911.~~ ~~310.16~~ **310.3** Aluminum Conductor Material. No aluminum or copper-clad aluminum wire shall be used.

~~1012.~~ ~~408.34~~ **408.36** Busbars. Copper bus shall be used in switchboard, panel boards and meter socket enclosures.

~~1113.~~ 410.16 Luminaries (Fixtures) in Clothes Closets. In dwelling units, all closets that are at least twenty-three (23) inches deep and all utility rooms and pantries, shall be illuminated.

~~1214.~~ 445.18(A) **445.18(B)** Disconnection Signage. When stationary generators are provided and installed remotely from the exterior main means of electrical service disconnect, signage identifying the presence of a generator shall be permanently placed immediately next to the building's main means of electrical service disconnect, meter and switch gear, reading as follows: "WARNING! THIS ELECTRICAL SERVICE IS EQUIPPED WITH AN AUTOMATIC BACKUP GENERATOR. REMOVING THE METER OR DISCONNECTING THE SERVICE MAY CAUSE THE GENERATOR TO START WITHOUT NOTICE. GENERATOR LOCATION INDICATES BELOW ☐ NORTH, ☐ SOUTH, ☐ EAST, ☐ WEST, DO NOT REMOVE THIS DECAL (Electrical contractor's name and phone number)", or similar wording (or color) as approved by the Fire Code Official. Sign must have a red or orange border and a minimum size is 4" x 6".

~~1315.~~ 720.12 Low Voltage Wiring. Add new section: Low voltage wiring for residential furnace or HVAC equipment and remote water meter wiring shall be installed in conduit in areas made inaccessible by building construction or where subject to damage.

~~1416.~~ Annex H Administration and Enforcement, Section 80.15 Electrical Board, Subsection (G) Appeals, is amended to provide:

(G) Appeals - Review of Decisions. Any person, firm, or corporation may register an appeal with the Building and Zoning Board of Appeals for a review of any decision of the Electrical

Inspector, provided that such appeal is made in writing within fifteen (15) days after such person, firm, or corporation shall have been notified. Upon receipt of such appeal, the Building and Zoning Board of Appeals shall, if requested by the person making the appeal, hold a public hearing and proceed to determine whether the action of the Electrical Inspector complies with this law and, within fifteen (15) days after receipt of the appeal or after holding the hearing, shall make a decision in accordance with its findings.

~~15~~17. Annex H, Administration and Enforcement, Section 80.27, Inspector's Qualifications, Subsection B(3) and (D) are amended to provide:

80.27(B)(3) Experience. Be well versed in the National Electric Code 2020 Edition and the amendments hereto.

80.27(D) Revocation and Suspension. The Director of Community Development or the Village Manager shall have the authority to revoke or suspend an inspector's authority to conduct inspections.

C. Additions. The National Electric Code, 2020 Edition, is further amended for adoption by the Village by adding the following provisions:

1. Nonconforming Installations. All nonconforming electrical installations or matters discovered or revealed during remodeling, renovation, or other alteration projects, shall be corrected in accordance with this code.

2. Removal of Abandoned Materials. All abandoned wiring, conductors, conduit systems, raceways, junction boxes, electrical devices, electrical materials, equipment, and the like, shall be completely removed prior to a final electrical inspection.

3. Light Switches. Stairways, hallways, passageways, corridors, garages, rooms or other areas with more than one (1) entry shall have a sighting outlet switched from all exits and entries.

4. Materials and Equipment. New materials and/or equipment must be used on all installations.

5. Final Inspections. For final inspection purposes, all light fixtures shall have at least one (1) bulb or lamp in each fixture.

6. Remodeling. Existing wiring, materials and equipment shall be in good condition, without actual or potential hazards or in an unsafe condition. Hazardous or unsafe conditions include, but are not limited to the following: open boxes, unstable raceways, frayed wiring, dried out/flaking insulation on conductors, improper connections, burned or defective contacts, overloaded circuits, insufficient number of circuit breakers/fuses, defective main breaker/bus bar, non-listed or labeled fixtures or devices or other similar unsafe conditions, and shall be replaced, removed or repaired as provided for by the provisions of the code. Unusable electrical systems and devices in good condition, which will provide safe electric service, may remain in place.

7. Smoke Alarms. In addition to other Village requirements pertaining to smoke alarms, the following is required:

a. Any circuit dedicated to a smoke alarm system shall have a "lockout" device installed on the system's circuit protection device to maintain power to the equipment;

b. A separate raceway shall be provided for the system's circuit and detector's control wiring, thereby eliminating the interference of circuit conductors and raceways, which may be installed for other equipment or outlets.

c. Attics and/or closets that contain mechanical equipment, i.e. heating, ventilating, or cooling equipment, shall contain an approved smoke detector.

8. Installation of Electric Services. The Water and Electric Department shall install underground services for all new and modified electrical services. The charge for such service(s) will be in accordance with rates, fees, and charges established from time to time by resolution of the Village Council. The cost of these services must be paid prior to installation. No overhead electrical services shall be installed. Meter pedestals must be installed so that the center of the meter is ~~forty (40)~~ **thirty-six (36)** to forty-eight (48) inches high, as measured from the adjacent finished grade. Electrical services shall be installed to the most proximate point of the primary structure. All other electrical work shall be performed by a licensed electrician.

9. Inspections. All permitted electrical work shall be subject to the inspection and approval of the Director of Community Development or the electrical inspector under the supervision of the Director.

Section 15.08.080 Amendments to the International Property Maintenance Code, ~~2015~~ 2021 Edition.

A. Exclusions. The following provisions of the International Property Maintenance Code, ~~2015~~ **2021** Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. ~~104.3~~ **105.3** Right of entry. (Superseded by WVC Section 15.04.070)

2. ~~111~~ **107** Means of appeal. (Superseded by WVC Chapter 3.44)

3. ~~112.1~~ **110.1** Authority (Superseded by WVC Section 15.04.100)

4. ~~112.2~~ **110.2** Issuance (Superseded by WVC Section 15.04.100)

5. ~~112.3~~ **110.3** Emergencies (Superseded by WVC Section 15.04.100)

6. Section 303 Swimming Pools, Spas and Hot Tubs. (Superseded by **WVC** Sections 15.08.110 and ~~15.44.140 of the Village Code~~)

7. Section 308.3.1 Garbage facilities.

8. Section 309.2 Owner.

9. Section 403.3 Cooking facilities.

10. Section 602.3 Heat supply. Retain text; delete Exception 1 only.

11. Sections 702 through ~~704~~705.

B. Amendments. The following provisions of the ~~2015~~ 2021 Edition of the International Property Maintenance Code are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. These regulations shall be part of the Property Maintenance Code of the Village of Winnetka. As used in the International Property Maintenance Code, ~~2015~~ 2021 Edition, as adopted and amended by the Village, "this code" shall mean the Property Maintenance Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Property Maintenance Code of the Village of Winnetka shall be called the "Property Maintenance Code."

2. 101.3 ~~Intent~~ Purpose. This code shall be construed to secure its expressed intent, which is to ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises to which this code applies. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein. Repairs, alterations, additions to, and change of occupancy in existing buildings shall comply with Title 15 of the Village Code and all other applicable building codes adopted by the Village.

3. 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code or the Village Code specify different requirements, the most restrictive shall govern.

4. 102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of Titles 15 and 16 of the Village Code, including the procedures and provisions of the model codes adopted by reference pursuant to Chapter 15.08 of the Village Code, and all other applicable sections of the Village Code.

5. ~~102.8~~ 102.9 Requirements not covered by code. Requirements that are necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or that are necessary for the public safety, health and general welfare, but that are not specifically covered by this code, shall be determined by the code official.

6. 103.1 General. The Department of Community Development created pursuant to Chapter 2.44 of the Village Code is responsible for property maintenance inspection and administration and the executive official in charge thereof, also known as the Director of Community Development, shall be known as the code official.

7. 103.2 Appointment. The code official shall be appointed by the Village Manager.

8. 103.3 Deputies. Subject to the approval of the Village Manager and to the provisions of Chapter 2.44 of the Village Code, the code official shall have the authority to appoint one or more

deputy code officials, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the code official.

9. ~~403.5~~ **104** Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be established as provided in Section 15.32.020 of the Village Code.

10. ~~404.2~~ **105.2** Inspections. The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. Such inspections may take place only if a complaint respecting said premises has been received by the code official and such complaint, in the opinion of the said code official, provides reasonable grounds for belief that a violation exists. All reports of such inspections shall be in writing and shall be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority. Nothing in this section shall be construed as prohibiting or otherwise limiting inspections made by the Winnetka Fire Department as part of its regular Fire and Life Safety Code inspection program.

~~411.1~~ **107.1** ~~Application for appeal~~ General. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Building and Zoning Board of Appeals as provided in Chapter 15.72 of the Village Code.

~~412.2~~ **109.2** Notice of violation. The code official shall serve a notice of violation or order in accordance with Section ~~407.1~~ **111.4** of this code and Section 15.04.090 of the Village Code.

~~421.3~~ **109.3** Prosecution of violation. Any person who violates a provision of this code shall be subject to the enforcement proceedings, as provided in Chapter 15.04 of the Village Code. Any action taken against a property owner by the authority having jurisdiction on such premises shall also be charged against the real estate upon which the structure is located, and shall be a lien against such real estate.

~~431.4~~ **109.4** Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws and shall be subject to penalties and fines as provided in Section 15.04.110 of the Village Code.

~~481.5~~ ~~412.4~~ **110.4** ~~Fines~~; Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fee **per Section 15.04.100 of the Village Code** ~~of not less than \$250 nor more than \$750.~~

~~451.6~~ ~~407.2~~ **111.4.1** Form. All notices required under Section ~~407.1~~ **114.4** shall comply with Section 15.04.090 of the Village Code.

~~461.7~~ ~~410.2~~ **113.2** Notices and orders. All notices and orders shall comply with Section ~~407.1~~ **111.4** of this code and with Section 15.04.090 of the Village Code.

~~1418.~~ ~~107.1~~ **114.4** Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in accordance with Section 15.04.090 of the Village Code and in the manner prescribed in Sections ~~107.2~~ **111.4.1** and ~~107.3~~ **111.4.2** to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with this section ~~Section 108.3~~.

19. 202 General Definitions

HABITABLE SPACE; HABITABLE ROOM. A room or other space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

20. 302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight (8) inches. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. All noxious weeds, as defined in Section 8.20.030 (B) of the Village Code, are prohibited and shall be removed or destroyed as provided in said Section 8.20.030 (B).

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. The cost of such removal shall be a lien against the property, to the extent permitted by law. Such lien shall be recorded against the property as provided in Chapter 8.2 of the Village Code.

21. 304.1.1 Unsafe Conditions. The following conditions shall be determined to be unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code, as adopted and amended pursuant to Chapter 15.08 of the Village Code, and with all other applicable provisions of the Village Code. [Paragraphs 1 through 13 of Section 304.1.1 and Exceptions 1 and 2 to Section 304.1.1 are not amended.]

22. 304.2 Protective treatment. All exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks, and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Surfaces designed for stabilization by oxidation are exempt from this requirement.

23. 304.3 Premises identification. See Section 15.44.010C - Supplementary Standards and Requirements for reference to the display of street numbers.

24. 304.13.2 Openable windows. Every window that can be opened, including every window required for ventilation or for emergency ingress and egress, shall be easily openable and capable of being held in position by window hardware.

25. 304.14 Insect screens. Ventilation of commercial food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition. [The Exception to Section 304.14 is not amended.]

26. 305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition.

27. 305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code, as adopted and amended pursuant to Chapter 15.08 of the Village Code or with any other applicable provision of the Village Code, as required for existing buildings: [Paragraphs 1 through 6 of Section 305.1.1 and Exceptions 1 and 2 of Section 305.1.1 are not amended.]

28. 305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Decayed wood and other defective surface conditions shall be corrected.

29. SECTION 308 REFUSE, RUBBISH AND GARBAGE

29. 308.1 Accumulation of refuse, rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of refuse, rubbish and garbage.

30. 308.2 Disposal of refuse and rubbish. Every occupant of a structure shall dispose of all refuse and rubbish in a clean and sanitary manner by placing such rubbish in approved containers that comply with Chapter 8.16 of the Village Code.

31. 308.2.1 Refuse and rubbish storage facilities. The owner of every occupied premises shall supply approved covered containers for refuse, and the owner of the premises shall be responsible for the removal of refuse in accordance with Chapter 8.16 of the Village Code.

32. 308.3 Disposal of garbage and refuse. Every occupant of a structure shall dispose of garbage and refuse in a clean and sanitary manner by placing such garbage or refuse in an approved disposal facility or garbage container that complies with Chapter 8.16 of the Village Code.

33. 308.3.2 Containers. The operator of every establishment that produces garbage or refuse shall provide, and at all times cause to be utilized, approved leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

34. 309.3 Single occupant. The occupant of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

35. 404.3 Minimum ceiling heights. Exceptions 1 and 2 are deleted.

36. 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or a water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

37. 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the Illinois Plumbing Code as adopted and amended pursuant to Chapter 15.08 of the Village Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises that the premises are open to the public.

38. 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 300 feet from the employees' regular working area. Employee facilities shall either be separate facilities or combined employee and public facilities.

39. 505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to the Village of Winnetka Municipal Water Utility in accordance with Chapter 13.04 of the Village Code. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the State of Illinois Plumbing Code, **2014 or Current Edition.**

40. 506.1 General. All plumbing fixtures shall be properly connected to the Village of Winnetka sanitary sewer system in accordance with Chapter 15.24 of the Village Code.

41. 507.1 General. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall comply with the applicable provisions of Chapter 15.24 and 15.68 of the Village Code. Such drainage shall not be discharged in a manner that creates a public nuisance.

42. 602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1st through May 31st to maintain a temperature of not less than 68°F in all habitable rooms, bathrooms and toilet rooms.

Exceptions: Exceptions 1 and 2 are deleted.

43. 602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from October 1st through May 31st to maintain a temperature of not less than 68°F (20°C) during the period the spaces are occupied. The provisions of this section shall not apply to processing, storage and operation areas that require cooling or special temperature conditions, or to areas in which persons are primarily engaged in vigorous physical activities. [Exceptions 1 and 2 to Section 602.4 are not amended.]

44. 603.1 Mechanical equipment and appliances. The installation, alteration, repair, and replacement of all mechanical equipment and appliances shall be subject to the provisions of the International Mechanical Code, ~~2015~~ **2021** Edition, as adopted and amended pursuant to Chapter

15.08 of the Village Code. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances, and water heating appliances shall be properly installed and maintained in a safe working condition. They shall be capable of performing the intended function.

45. 604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605. Such an electrical system shall be properly connected to the Village of Winnetka Municipal Electric Utility in accordance with Chapter 13.08 of the Village Code.

46. 604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the National Electrical Code, ~~2014~~ **2020** Edition, as adopted and amended pursuant to Chapter 15.08 of the Village Code. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

47. 701.1 Scope. The minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided, shall be governed by applicable provisions of the Village Code, including the International Fire Code, ~~2015~~ **2021** Edition, and NFPA 101 Life Safety Code, ~~2015~~ **2024** Edition, as said codes are adopted and amended by the Village of Winnetka pursuant to Chapter 15.16 - Fire Prevention and Safety Codes of the Village Code and Chapter 8.04 - Security and Fire Detection Systems of the Village Code, as said chapters are adopted and amended by the Village of Winnetka. In the event of a conflict between these codes, the most restrictive code shall apply.

48. Appendices Adopted by Reference:

a. Appendix A: Boarding Standard.

C. Additions. The International Property Maintenance Code, ~~2015~~ **2021** Edition, is further amended for adoption by the Village by adding the following provisions:

1. 202 General Definitions:

a. REFUSE. All system waste, as defined in Section 8.16.010 of the Village Code, as well as ashes, manure, and yard waste.

b. VILLAGE CODE. The Winnetka Village Code, as published by the Village of Winnetka, including all amendments thereto.

2. 308.3.3 Grease Disposal. All food service establishments and all retail food stores shall dispose of grease as provided in **Chapter 8.12** ~~Section 8.12.010~~ of the Village Code.

3. 309.6 Food Services and Retail Food Stores. All food service establishments and all retail food stores shall comply with the pest control provisions of **Chapter 8.12** ~~Section 8.12.200~~ of the Village Code.

Section 15.08.090 Amendments to Illinois Energy Conservation Code, ~~2015~~ **2021 Edition.**

A. Exclusions. The following provisions of the Illinois Energy Conservation Code (71 Ill. Admin. Code 600), as promulgated by the Illinois Capital Development Board, including the ~~2015~~ **2021** International Energy Conservation Code, and any subsequent amendments adopted by the Capital Development Board thereto, is hereby adopted in its entirety, save and except such portions as are hereinafter excluded or amended.

Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

~~21. 107.1~~ **104.1** Fees. (Superseded by Section 15.32.020 of the Village Code.)

~~32. 107.3~~ **104.3** Work commencing before permit issuance. (Superseded by Section 15.32.010 of the Village Code.)

~~43. 107.5~~ **104.5** Refunds. (Superseded by Section 15.32.030 of the Village Code.)

~~14. 104.3~~ **C105.2.6 and R105.2.5** Final inspection. (Superseded by Section 15.32.160 of the Village Code.)

B. Amendments. The following provisions of the Illinois Energy Conservation Code, ~~2015~~ **2021** Edition, are amended for adoption by the Village and shall read as follows:

1. ~~101.1~~ **101.1** Title. These regulations shall be part of the Building Code of the Village of Winnetka and shall be known as the Energy Conservation Code of the Village of Winnetka. As used in the Illinois Energy Conservation Code, ~~2015~~ **2021** Edition, as adopted and amended by the Village, "this code" shall mean the Energy Conservation Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Energy Conservation Code of the Village of Winnetka shall be called the "Energy Conservation Code."

2. ~~109.108.2~~ **109.2** Stop Work Order - Issuance. The issuance of stop work orders shall be subject to the enforcement provisions set forth in Chapter 15.04 of the Village Code.

3. ~~110.109.1~~ **109.1** Board of Appeals – General. The Building and Zoning Board of Appeals created by Chapter 3.44 of the Village Code shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this building code. Appeals shall be subject to the provisions of Chapter 15.72 of the Village Code.

Section 15.08.100 Amendments to the International Existing Building Code, ~~2015~~ **2021 Edition.**

A. Exclusions. The following provisions of the International Existing Building Code, ~~2015~~ **2021** Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. ~~104.2.1~~ **104.2.2** Preliminary meeting.

2. 104.10.1 Flood hazard areas.

3. 105.1.1 Annual permit.
4. 105.1.2 Annual permit records.
5. 105.5 Expiration. (Superseded by Section 15.32.190 of the Village Code.)
6. 105.7 Placement of permit. (Superseded by Section 15.32.180 of the Village Code.)
7. 106.2 Construction documents. (Superseded by Section 15.32.050 of the Village Code.)
8. 106.3.1 Approval of construction documents. (Superseded by Section 15.32.090 and 15.32.100 of the Village Code.)
9. 108.2 Schedule of permit fees. (Superseded by Section 15.32.020 of the Village Code.)
10. 108.4 Work commencing before permit issuance. (Superseded by Section 15.32.010 of the Village Code.)
11. 108.6 Refunds. (Superseded by Section 15.32.030 of the Village Code.)
12. 112 ~~Board~~ **Means** of Appeals. (Superseded by WVC Chapter 3.44)
13. Section ~~607~~ **406** Electrical. (Superseded by Section 15.08.070 of the Village Code.)
14. Section ~~609~~ **408** Plumbing. (Superseded by Section 15.08.060 of the Village Code.)
15. Section ~~705~~ **306** Accessibility **for Existing Buildings**. (Superseded by adoption of the State of Illinois Accessibility Code, 71 Ill. Admin. Code 400 et seq., 2018 or current Edition; See Village Code Sections 15.08.010 and 15.08.120.)
16. 1501.6.4 Barriers. (See IBC Section 3306.9.1, as amended.)

B. Amendments. The following provisions of the International Existing Building Code, ~~2015~~ **2021** Edition, are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. These regulations shall be part of the Building Code of the Village of Winnetka. As used in the International Existing Building Code, ~~2015~~ **2021** Edition, as adopted and amended by the Village, "this code" shall mean the Building Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Building Code the Village of Winnetka shall be called the "Building Code."

2. 101.6 Appendices. Adopted as part of this code are:

- a. Appendix B - Supplementary Accessibility Requirements for Existing Buildings.
- b. Appendix C - Guidelines for Wind Retrofit of Existing Buildings.
- c. Resource A - ~~Information~~ **Guideline** on Fire ~~Resistance~~ **Ratings** of Archaic Materials and Assemblies.

3. 103.1 Creation of enforcement agency. The Department of Community Development created pursuant to Chapter 2.44 of the Village Code is hereby established as the enforcement agency for this building code, and the Director of Community Development shall be known as the building official.

4. 103.3 Deputies. Subject to the approval of the Village Manager, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners, and other employees. Such employees shall have powers as delegated by the building official.

5. 104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this building code, the building official shall have the authority to grant modifications for individual cases upon application of the owner or owner's representative, provided the building official shall first find that special individual reasons make the strict letter of this building code impractical and that the modification is in compliance with the intent and purpose of this building code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of actions granting modifications shall be recorded and entered in the files of the Department of Community Development.

6. 105.2 Work exempt from permit. Permits shall not be required for the following work.

a. Building:

- i. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- ii. Construction or installation of temporary motion picture, television and theater stage sets and scenery. Notwithstanding the foregoing, a film production permit shall be required as provided in Chapter 5.20 of the Village Code.
- iii. Prefabricated swimming pools that are accessory to a detached one- or two- family dwelling, as applicable in Section 101.2, and that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.
- iv. Swings and other playground equipment accessory to detached one- and two-family dwellings.

b. Electrical:

- i. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

c. Mechanical:

- i. Portable heating appliances.
- ii. Portable ventilation appliances.
- iii. Portable cooling units.

iv. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

v. Portable evaporative coolers.

vi. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.

vii. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

d. Plumbing:

i. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

ii. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

7. Exemptions from the permit requirements of this Building Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the Village Code or any other laws or ordinances of the Village.

8. 112.1 General. The Building and Zoning Board of Appeals created by Section 3.44.010 of the Village Code shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this building code. Appeals shall be subject to the provisions of Chapter 15.72 of the Village Code.

9. ~~115.2.1 Stop work order policy.~~ **114.2 Issuance.** The issuance of stop work orders shall be subject to the enforcement provisions set forth in Chapter 15.04 of the Village Code.

10. ~~410.8.2~~ **306.7.7** Elevators. Altered elements of existing elevators shall comply with the current provisions of the state of Illinois safety codes and standards for elevators and conveyances.

11. ~~410.8.3~~ **306.7.9** Platform lifts. Platform (wheelchair) lifts complying with the current provisions of the state of Illinois safety codes and standards for elevators and conveyances shall be permitted as a component of an accessible route.

12. ~~702.6~~ **702.7** Materials and methods. All new work shall comply with materials and methods requirements in the International Building Code, the International Residential Code, the Illinois Energy Conservation Code, the International Mechanical Code, the International Fuel Gas Code and the State of Illinois Plumbing Code, as amended and adopted by the Village, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component or system in the building.

13. 708.1 Minimum requirements. Level 1 alterations to existing buildings or structures are permitted without requiring the entire building or structure to comply with the energy requirements of the International Energy Conservation Code, as amended by the Illinois Energy Conservation Code.

14. ~~4010.1~~ **1009.1** Increased Demand. Where the occupancy of an existing building or part of an existing building is changed such that the new occupancy is subject to increased or different plumbing fixture requirements or to increased water supply requirements in accordance with the current edition of the State of Illinois plumbing code, the new occupancy shall comply with the intent of the respective provisions of the current edition of the State of Illinois plumbing code.

15. ~~4010.2~~ **1009.2** Food-Handling Occupancies. If the new occupancy is a food-handling establishment, all existing sanitary waste lines above the food or drink preparation or storage areas shall be panned or otherwise protected to prevent leaking pipes or condensation on pipes from contaminating food or drink. New drainage lines shall not be installed above such areas and shall be protected in accordance with the current edition of the State of Illinois Food Code.

16. ~~4010.3~~ **1009.3** Interceptor Required. If the new occupancy will produce grease or oil-laden wastes, interceptors shall be provided as required by the current edition of the State of Illinois Plumbing Code.

17. ~~4012.2.1~~ **1011.2.2** Fire Sprinkler System. Where a change in occupancy classification occurs, that requires an automatic fire sprinkler system to be provided based on the new occupancy in accordance with Chapter 9 of the International Building Code, and in conformance with Section 15.16.050.

18. 1501.2 Storage and placement. Storage and placement of construction equipment and materials shall be in conformance with Section 3306.9.1 of the International Building Code, as amended and adopted by the Village.

Section 15.08.110 Adoption of the International Swimming Pool and Spa Code.

Adoption of code by reference. The provisions of Chapters 1, 2, 3, 7, 8, 9, and 10 of the International Swimming Pool and Spa Code, ~~2015~~ **2021** Edition, published by the International Code Council, Inc., are hereby adopted by this reference, subject only to the additions, deletions, and modifications specifically set forth within this Code.

A. Exclusions. The following provisions of the International Swimming Pool and Spa Code, ~~2015~~ **2021** Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. 104.7 Department records.
2. ~~405.5~~ **105.4.3** Expiration. (Superseded by Section 15.32.190 of the Village Code.)
3. ~~405.6~~ **108** Fees. (Superseded by Section 15.32.020 of the Village Code.)
4. ~~405.6.3~~ **108. 6** Fee refunds. (Superseded by Section 15.32.030 of the Village Code.)

5. Section ~~108~~ **111** Means of Appeals. (Superseded by WVC Chapter 3.44)

B. Amendments. The following provisions of the International Swimming Pool and Spa Code, ~~2015~~ **2021** Edition are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. Insert "the Village of Winnetka, Cook County, Illinois" for "[name of jurisdiction]".

2. 101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, renovation, replacement, repair and maintenance of residential swimming pools and residential spas. The pools and spas covered by this code are either permanent or temporary, and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing or wading.

3. 102.7.2 Illinois Plumbing Code. Whenever a reference is made to the International Plumbing Code, such reference shall be deemed to refer to the applicable section of the Illinois Plumbing code, as adopted by the Village of Winnetka.

4. 103.1 Creation of enforcement agency. The Department of Community Development created pursuant to Chapter 2.44 of the Village Code is hereby established as the enforcement agency for this building code, and the Director of Community Development shall be known as the building code official.

5. 107.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor. If the notice of violation is not complied with, the Code Official may institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises may be charged against the real estate upon which the structure is located and may be a lien upon such real estate.

6. 107.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws and shall be subject to penalties and fines as provided in Section 15.04.110 of the Village Code.

7. Section 202 Definitions. Add: "Private swimming pool" means a man-made rigid or semi-rigid receptacle for water having a depth at any point greater than eighteen (18) inches, used or intended to be used for swimming, wading or bathing and constructed, installed or maintained in or above the ground, and which is used exclusively by the owner or occupant of the lot or premises in the Village on which it is located, his or her family and his or her guests.

8. 302.1 Electrical. Electrical requirements for residential swimming pools and residential spas shall be in accordance with the National Electrical Code - NFPA 70, 2014 **2020** Edition, and as applicable in accordance with Section 102.7.

9. 302.2 Water service and drainage. Piping and fittings used for water service, makeup and drainage piping for residential swimming pools and spas shall comply with the State of Illinois Plumbing Code, 2014 or current edition. Fittings shall be approved for installation with the piping installed.

10. 305.1 General. The provisions of this section shall apply to the design of barriers for residential swimming pools and spas. These design controls are intended to provide protection against the potential drowning and near drowning by restricting access to such vessels. These requirements provide an integrated level of protection against potential drowning through the use of physical barriers and warning devices.

Exceptions:

1. Spas and hot tubs with a lockable safety cover that complies with ASTM F 1346.

11. 305.2.1 (5). A fence on an adjoining property or building or existing wall complying with the requirements in this section may be used as part of the enclosure, with the approval of the Community Development Director, if the resultant enclosure is sufficient to make the pool inaccessible to small children. If at any time said existing fence or wall being used as part of the enclosure is removed, the enclosure of the pool shall immediately be made to meet the requirements of the section at the pool owner's expense.

Section 15.08.120 Amendments to the State of Illinois Accessibility Code, 2018 or current Edition.

Adoption of code by reference. The provisions of the Illinois Accessibility Code, 71 Ill. Admin. Code 400 et seq., 2018 or current edition, is hereby adopted by this reference as the Accessibility Code of the Village of Winnetka, subject only to the additions, deletions and modifications specifically set forth within this Code.

A. Exclusions. The following provisions of the Illinois Accessibility Code, 2018 or current edition, are excluded from adoption by the Village:

1. None.

B. Amendments. The following provisions of the Illinois Accessibility Code, 2018 or current edition, are amended from adoption by the Village:

1. None.

Section 15.08.130 Amendments to Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, ~~October 2013~~ May 2024, as amended, or Current Edition.

A. Amendments. The following provisions of the Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, ~~October 2013~~ May 2024, as amended, or current edition, are amended for adoption by the Village and shall provide as follows:

1. Section 200.5 Existing structures that do not conform to the requirements of this Ordinance shall not be substantially improved, replaced, or enlarged in any manner unless such substantial improvements, replacements, or enlargements conform to the requirements of this Ordinance.

2. Section 602.1 For substantial improvements to single family homes or a new building or a foundation expansion of an existing building that increases the building footprint by the lesser of either twenty percent (20%) or 2,500 square feet, in aggregate, the proposed lowest floor shall be elevated to at least the FPE in accordance with the requirements specified in §602.8, §602.9, §602.10, and the local municipality's NFIP ordinance. A non-residential new building or a foundation expansion to an existing building that increases the building footprint by the lesser of either twenty percent (20%) or 2,500 square feet may be floodproofed in accordance with the municipality's NFIP ordinance.

3. Section 602.~~32~~³² New building or foundation expansions to existing buildings that increases the building footprint by the lesser of either twenty percent (20%) or 2,500 square feet, in aggregate, or substantial improvements to single family homes, with the lowest floor below the BFE, shall comply with the following:

A. The lowest entry elevation, shall be at or above the FPE;

B. Provide compensatory storage per §602.5 and §602.6 of this Ordinance;

C. Demonstrate that a building, and foundation below the BFE are reasonably safe from flooding per design standards requirements in Technical Bulletin 10-01 issued by FEMA; and

D. Obtain a Letter of Map Revision Based on Fill (LOMR-F) if the building is in the regulatory floodplain. **Projects that obtain a LOMR-F shall maintain compliance with §602.3.C.**

4. Section 602.~~98~~⁹⁸ New structures that are elevated, existing structures that are floodproofed, foundation expansions, or substantial improvements shall:

A. Be anchored to prevent flotation, collapse, or lateral movement;

B. Use flood resistant materials below the FPE;

C. Use construction methods and practices that do not increase the potential for increases in flood damage;

D. Elevate electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities to the FPE or higher;

E. Provide adequate access and drainage; and

F. Provide a backup power source that will activate without human intervention if electricity is required.

B. Definition of Development. The definition of "Development" contained in Appendix A of the Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, ~~October 2013~~ **May 2024, as amended, or current edition**, is amended for adoption by the Village and shall read as follows:

Development. Any human-induced activity or change to real estate (including, but not limited to, grading, paving, excavation, fill, or mining; alteration, subdivision, change in land use or practice; building; or storage of equipment or materials) undertaken by private or public entities that affects the volume, flow rate, drainage pattern or composition of stormwater or the substantial improvement of an existing building in a Special Flood Hazard Area. The term development shall include redevelopment and shall be understood to not include maintenance, maintenance activities, or demolition. [Compare development with maintenance, maintenance activity, and demolition.]

C. Definition of Substantial Improvement. Appendix A of the Metropolitan Water Reclamation District of Greater Chicago Countywide Watershed Management Ordinance, ~~October 2013~~ **May 2024, as amended, or current edition**, is amended for adoption by the Village to include the following definition of "Substantial Improvement"

Substantial Improvement. Determined by the local municipality in accordance with NFIP regulation. FEMA defines substantial improvement as "Any repair, reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which improvement equals or exceeds, individually or in the aggregate, fifty percent (50%) of the fair market value of the building, determined from the equalized assessed value of the building before the start of construction of the improvement. This term includes buildings which have incurred "substantial damage", regardless of the actual repair work performed." The term "cost of improvement" includes the market value of volunteer labor and donated materials. The term "cost of improvement" does not, however, include either (a) any project for improvement of a building to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions or (b) any alteration of a historic building or a historic district that will not preclude the building's continued designation as a historic building.

EXHIBIT B

CHAPTER 15.16

FIRE PREVENTION AND LIFE SAFETY CODE

Chapter 15.16

15.16.010 Adoption of codes by reference

15.16.020 Amendments to the International Fire Code, ~~2015~~ 2021 Edition

15.16.030 Amendments to the NFPA 101 Life Safety Code, ~~2015~~ 2024 Edition

15.16.040 Amendments to the Standards for Installation of Standpipe and Hose Systems, National Fire Protection Association (NFPA) Publication 14, ~~2016~~ 2024 Edition

15.16.050 Fire sprinkler requirements

15.16.060 Fire Prevention and Life Safety Agency--Definitions

15.16.070 Permits

15.16.080 Modifications of regulations

15.16.090 Appeals

15.16.100 Violations

15.16.110 Maintenance of buildings

Section 15.16.010 Adoption of codes by reference.

A. Adoption of codes by reference. The model codes described in the following subsections 1 through 8 are each adopted by reference pursuant to the home rule authority of the Village of Winnetka under Article VII, Section 6 of the State of Illinois Constitution of 1970, and further pursuant to applicable provisions of the Illinois Municipal Code and the Municipal Adoption of Codes and Records Act, 50 ILCS 220/1 through 220/7, except as modified by the exclusions, amendments and additional provisions set forth in this chapter.

1. International Fire Code, ~~2015~~ 2021 Edition, including the following:
2. Appendices:
 - a. Appendix B: Fire-Flow Requirements for Buildings.
 - b. Appendix C: Fire Hydrant Locations and Distribution.
 - c. Appendix D: Fire Apparatus Access Roads.

d. Appendix I: Fire Protection Systems - Noncompliant Conditions.

3. National Fire Protection Association (NFPA) 101 Life Safety Code, ~~2015~~ 2024 Edition.

4. Standards for the Installation of Automatic Sprinkler Systems, National Fire Protection Association (NFPA) Publication 13, ~~2016~~ 2022 Edition.

5. Standards for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, National Fire Protection Association (NFPA) Publication 13R, ~~2016~~ 2022 Edition.

6. Standards for the Installation of Sprinkler Systems in One-and Two- Family Dwellings and Manufactured Homes, National Fire Protection Association (NFPA) Publication 13D, ~~2016~~ 2022 Edition.

7. Standards for the Installation of Standpipe and Hose Systems, National Fire Protection Association (NFPA) Publication 14, ~~2016~~ 2024 Edition.

8. National Fire Alarm and Signal Code, National Fire Protection Association (NFPA) Publication 72, ~~2016~~ 2022 Edition.

9. Standard for the Installation of Stationary Energy Storage Systems, NFPA 855 2023 Edition.

B. Rules of construction. In the event any provision of the codes adopted by reference in this chapter conflict with state law, with any other ordinance of the Village, or with any other provision of this code, the provision requiring the highest standard for protection of life or property, as determined by the Fire Chief, shall prevail.

Section 15.16.020 Amendments to the International Fire Code, ~~2015~~ 2021 Edition.

A. Exclusions. The following provisions of the International Fire Code, ~~2015~~ 2021 Edition, are excluded from adoption by the Village. Where a range of sections is listed, the exclusion includes all sections and subsections within the specified range.

1. Section ~~108~~ 111 ~~Board~~ Means of Appeals (Superseded by WVC Chapter 3.44.)

2. ~~3404~~ 5704.2.13.1.4 Tanks abandoned in place.

B. Amendments. The following provisions of the International Fire Code, 2015 Edition are amended for adoption by the Village and shall read as follows:

1. 101.1 Title. These regulations shall be known as the Fire Code of the Village of Winnetka. As used in the International Fire Code, ~~2015~~ 2021 Edition, as adopted and amended by the Village, "this code" shall mean the Fire Code of the Village of Winnetka. As used in the ordinances and codes published by the Village, the term "this code" shall mean the Winnetka Village Code, and the Fire Code of the Village of Winnetka shall be called the "Fire Code."

2. 105.3.1 Expiration.

10. An operational permit shall remain in effect until reissued, renewed, or revoked, or for such a period of time as specified in the permit.

11. The length of time during which any construction permit issued for work under the Fire Code remains in effect shall be determined pursuant to Sections 15.32.190 of the Village Code.

~~43.~~ ~~442~~ 110.1 Authority to disconnect service utilities. The fire code official shall have the authority to authorize disconnection of utility service to the building, structure or system in order to safely execute emergency operations or to eliminate an immediate hazard. The fire code official shall notify the serving utility and, whenever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action if not notified prior to disconnection. The owner or occupant of the building, structure or service system shall be notified as soon as practical thereafter.

~~34.~~ ~~444~~ 113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine in accordance with Section 1.08.010 of the Village Code.

~~—5. Section 202 General Definitions. Food Truck and Mobile Food Vendor: A vendor with a self-contained food service operation, located in a readily movable motorized wheeled vehicle, towed vehicle or food cart, used to store, prepare, display and/or serve food intended for individual portion service.~~

~~65.~~ 307.4.3 Outdoor fires; outdoor fireplaces, outdoor pizza ovens and fire pits.

a. Outdoor fires in general. All outdoor fires, recreational or otherwise, shall be subject to the following requirements:

i. All outdoor fires shall be under continuous competent supervision.

ii. No outdoor fire, including but not limited to, fires in outdoor fireplaces, outdoor pizza ovens, fire pits and similar devices, shall be used in such a manner or location that it causes any building fire alarm to activate or that it otherwise creates a hazardous or objectionable condition.

iii. All outdoor pizza ovens must be equipped with a chimney with a spark arrestor installed in good working condition.

b. Outdoor fireplaces, outdoor pizza ovens and fire pits. All portable outdoor fireplaces, outdoor pizza ovens, fire pits and similar devices, and all such devices that are permanently installed, shall be located and operated at least fifteen (15) feet from any building. Notwithstanding the foregoing, the operation of a permanent outdoor fireplace, outdoor pizza oven, fire pit or similar device that was lawfully installed before July 17, 2012, shall be permitted, provided that such operation complies with the above Section 307.4.3.a.

c. Authority to extinguish. The code official is authorized to order the extinguishment of any outdoor fire that is not in compliance with this code or that otherwise creates a hazardous or objectionable condition.

C. Additions. The International Fire Code, ~~2015~~ **2021** Edition, is further amended by adding the following new provisions:

~~1. Section 319 FOOD TRUCK AND MOBILE FOOD VENDOR PREVENTION CODE. Add the following subsections and paragraphs:~~

~~—— a. 319.1 General Safety. The following requirements shall apply:~~

~~—— i. Obtain proper permits from the Village.~~

~~—— ii. A 10# ABC Fire extinguisher is required for all food trucks.~~

~~—— iii. Workers must be knowledgeable in operations of fire protection systems, utility shut-offs, emergency procedures and access to fire/police.~~

~~—— iv. A K-Type extinguisher is required for any grease cooking operation.~~

~~—— v. Food truck to provide a 10-foot clearance from all buildings, other vehicles and combustible materials. Variations require approval of a Fire Department Official.~~

~~—— vi. All exhaust from the truck or generator shall be directed away from and a minimum of 10 feet from any intake, opening or means of egress.~~

~~—— vii. A fire department access road must be maintained.~~

~~—— viii. The use of a tent or canopy will require a separate permit.~~

1.b. ~~319.2~~**11** Generator safety. The following requirements shall apply:

a. ~~i.~~ All fuel tanks are to be filled to proper capacity for continuous service prior to the start of the event.

b. ~~ii.~~ Generators shall be shut down and cooled prior to refueling.

c. ~~iii.~~ All electrical appliances and generators shall comply with the Electrical Code (NFPA70 - 2014).

d. ~~iv.~~ Generators attached to the vehicles shall be enclosed in a vented housing and away from public access.

e. ~~v.~~ Cords in the walkways or exit paths must be covered to prevent trips/falls.

f. ~~vi.~~ Generators shall be properly grounded.

~~—— c. 319.3 LPG Gas safety. The following requirements shall apply:~~

~~—— i. All gas shut-offs shall be readily accessible.~~

- ~~ii. LPG tanks shall be stored in the upright position and secured to prevent from falling over.~~
- ~~iii. All LPG tanks shall be inspected for leaks prior to use.~~
- ~~iv. No LPG tank is permitted to be stored in the vehicle during operations.~~
- ~~v. Tanks stored outside the vehicle should be 10 feet from any building, combustible materials or any other vehicle.~~
- ~~vi. Keep LPG tanks out of direct sunlight and from general public access.~~
- ~~vii. All LPG lines and fittings must be listed for LPG use.~~

~~2.d. 319~~ 319.12 Wood/charcoal cooking. The following requirements shall apply:

- ~~a.i.~~ a.i. Wood/charcoal shall be stored not less than 3 feet from cooking area.
- ~~b.ii.~~ b.ii. Fuel should not be stored near food supply, combustible materials, ignition sources or chemicals.
- ~~c.iii.~~ c.iii. Ashes must be placed into a closed metal container a minimum of 3 feet from the cooking area.
- ~~d.iv.~~ d.iv. Ashes shall not be disposed of in public waste containers.

32. 505.3 Premise identification - rear and side access. See Section 15.44.010(C) - Supplementary Standards and Requirement for reference to display of street numbers.

43. ~~806.1.45~~ Storage and display of Christmas trees. Christmas trees stored or displayed for sale shall be outside of buildings at a distance of at least ten (10) feet from any building or structure, except that such trees may be stored closer to a blank masonry wall with the permission of the owner of such wall. No Christmas trees may be stored or displayed within thirty-five (35) feet of any gasoline pump. Trees remaining on hand after December 25th of any year shall be removed from the premises not later than December 31st of the same year.

54. 905.3.1 Applicability of Standpipe and Hose System Regulations. A standpipe and hose system, installed in accordance with the standards set forth in Standard for the Installation of Standpipe and Hose Systems, NFPA Publication 14, ~~2015~~ 2024 Edition, shall be installed in all buildings, other than one- and two-family dwellings, that are more than two stories in height, regardless of the height of any such buildings measured in linear terms, such as feet or meters.

65. 5601.3 Storage and sale of explosives. No person shall have, store, sell, transport or give away to any user or consumer any gunpowder, dynamite, blasting power, nitroglycerine, rocket fuel or any other explosive of like nature, within the limits of the Village, except that this regulation shall not prohibit the storage of loaded shells for small arms nor the hand loading of small arms ammunition for private personal use (but not for resale), or use by law-enforcing agencies.

76. 5601.4 Use of explosives. No person shall use or discharge any gunpowder, dynamite, blasting powder, nitroglycerine, rocket fuel or other explosive of like nature, within the limits of the Village, excepting for blasting operations in accordance with the terms and conditions of a permit to be issued by the fire code official in his or her reasonable discretion.

87. Section 5610 Possession and sales of fireworks prohibited.

a. Possession and Sale Prohibited. No person shall possess, sell, offer for sale, loan or give away, to any retail dealer, consumer or user in the Village, any article or substance of an explosive nature designed or intended to be used as fireworks, including but not limited to any toy pistol, toy gun, toy cannon, blank cartridge, firecracker, sparkler, rocket, torpedo squib or colored fire, except in accordance with a permit for a supervised public display issued by the Village Manager pursuant to rules and regulations adopted by the Council.

b. Use. No person shall use, give away, offer for sale, sell, fire, discharge or set off within the limits of the Village any article, or any substance of any explosive nature, including without limitation blank cartridges, firecrackers, sparklers and colored fire designed or intended to be used as fireworks except in accordance with a permit for supervised public display issued by the Village Manager pursuant to rules and regulations adopted by the Council. Sky lanterns are prohibited to be used within the Village. Storage of fireworks for permitted public display shall be in accordance with the ~~2015~~ International Fire Code, 2021 Edition, and shall be limited to a period of not more than fifteen (15) days prior to date of use.

c. Violations and penalties. Any person who violates this section shall be subject to a fine of not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00).

98. 6109.15 LP-gas cylinder exchange for resale. Add: paragraph 5. The outside storage of LPG containers pending their use, sale, or resale, including containers stored outside as part of a cylinder exchange program, shall not exceed a combined total of 120 gallons (twenty-four 25-pound cylinders) water capacity.

Section 15.16.030 Amendments to the NFPA 101 Life Safety Code, ~~2015~~ 2024 Edition.

A. Amendments. The following provisions of the NFPA 101 Life Safety Code, ~~2015~~ 2024 Edition are amended for adoption by the Village and shall read as follows:

1. 1.1.1 Title. The NFPA 101 Life Safety Code, ~~2015~~ 2024 Edition, shall be known as the Life Safety Code of the Village of Winnetka.

2. 1.3 Application.

1.3.5 3 Restoration of damaged buildings. Whenever any existing building is damaged by fire or other cause to the extent that the cost of restoration to its condition immediately prior to the occurrence shall exceed fifty (50) percent of the cost of the restoration of the entire building new or whenever alterations or additions are made to any existing building which are equivalent to more than fifty (50) percent of the value of such building, the construction or alteration shall include all changes necessary to bring the building into conformity with the Life Safety Code. Costs

determined under this paragraph shall be determined in the same manner such costs are determined for nonconforming buildings under Chapter 17.64 of this code.

3. 7.2.1.4.2.1 Exit Doors. Exit doors shall be installed to swing with exit travel, regardless of the number of persons served, in any building used for an occupancy described in subsection A of Section 15.16.080 of this chapter, except where the Fire Chief has determined that compliance is unreasonably difficult to accomplish and that non-compliance does not pose a life safety hazard.

Section 15.16.040 Amendments to the Standards for Installation of Standpipe and Hose Systems, National Fire Protection Association (NFPA) Publication 14, ~~2016~~ 2024 Edition.

A. Amendments. The following provisions of the Standard for Installation of Standpipe and Hose Systems, National Fire Protection Association (NFPA) Publication 14, ~~2016~~ 2024 Edition are amended for adoption by the Village.

1. Title. The Standard for the Installation of Standpipe and Hose Systems, ~~2016~~ 2024 Edition, also known as NFPA Publication 14, shall be known as Standpipe and Hose System Regulations of the Village of Winnetka.

Section 15.16.050 Fire Sprinkler Requirements.

A. Applicability. Except as provided in Section 15.16.050.B of this code, automatic fire sprinkler systems, installed in accordance with the standards set forth in NFPA Publication 13, Standard for the Installation of Sprinkler Systems, ~~2016~~ 2022 Edition, or alternate similar fire suppression systems as approved by the Fire Chief or his designee, shall be installed in all buildings used for the following occupancies:

1. Assembly occupancy used for gathering together six or more persons;
2. Any occupancy where there is an activity involving the use of flammable liquids or gases or where flammable or combustible finishes are applied;
3. Mercantile occupancy;
4. Institutional occupancy;
5. Multifamily residential occupancy;
6. Educational occupancy;
7. Business occupancy; or
8. Storage occupancy.

B. Exceptions. The requirements of Section 15.16.050.A of this code shall not apply to any building that has same use or occupancy as the use or occupancy that was in existence in the building prior to the effective date of the amendment of this Section being February 15, 1977.

C. Fee rebate. Any building owner, other than a unit of government, who files, during the period beginning January 1, 2016 and ending December 31, ~~2026~~2030, with the Village the permit applications and other submittals necessary to install an automatic fire sprinkler system may obtain a rebate of the Village's applicable plan review fees, water service tap fee, water meter fee, street replacement fees, and right-of-way excavation fee, as those fees may be amended from time to time by the Village Council. Eligible building owners may apply for these fee rebates after the Village Fire Chief or his designee approves the automatic fire sprinkler system installed within the building.

D. Deferred installation of water service. If the installation of a new automatic fire sprinkler system within a building, other than a building owned by a unit of government, requires installation of a new water service line connecting the building to a Village water main, the owner of the building may defer installation of the new water service line subject to, and contingent upon, all of the following conditions:

1. Before installation of the automatic fire sprinkler system, the building owner must execute and deliver to the Village an agreement in a form provided by the Village and providing, among other things, that the building owner must: (a) construct and install the new water service line in accordance with all applicable Village ordinances and other applicable laws within five (5) years after the effective date of the agreement, (b) acknowledge that the Village may revoke and refuse to issue any certificate of occupancy for the building if the building owner fails to comply with any of the provisions of the agreement, and (c) authorize the Village to record the agreement with the Cook County Recorder of Deeds against the property on which the building is located.

2. A certificate of occupancy will not be issued for the building unless and until the building owner installs the automatic fire sprinkler system within the building in accordance with the requirements of Section 15.16.050.A of this code and all plans and other submittals filed with, and approved by, the Village, and this certificate of occupancy shall be subject to completion of the necessary water service line in accordance with the requirements of the agreement described in Section 15.16.050.D.1 of this code.

3. At all times before completion of the new water service line and its approval by the Village in accordance with all applicable Village ordinances and other applicable law, the building must be equipped with a fire alarm system that complies with all Village ordinances and other laws applicable to a building that is not equipped with a fire sprinkler system.

E. Permitted temporary occupancies. A building owner of a building subject to Section 15.16.050.B of this code, may apply to the Village Fire Chief for a temporary certificate of occupancy for a ninety (90)-day use or occupancy of the building that differs from the use or occupancy that was in existence in the building on February 15, 1977. The Village Fire Chief or his designee may issue such a temporary certificate of occupancy without requiring the owner to install a new automatic fire sprinkler system, subject to, and contingent upon, the following conditions:

1. Before commencement of the temporary use or occupancy, the building owner must execute and deliver to the Village an agreement in a form provided by the Village and providing, among other things, that the building owner must: (a) cease the temporary use or occupancy no later than ninety (90) days after the day it commences; and (b) acknowledge that the Village may revoke and

refuse to issue any certificate of occupancy for the building if the building owner fails to comply with any of the provisions of the agreement.

2. Not more than one (1) temporary certificate occupancy may be approved pursuant to this Section 15.16.050.E of this code for the same building in any three hundred sixty-five (365)-day period.

3. If a temporary use or occupancy approved pursuant to this Section 15.16.050.E does not cease within ninety (90) days after it commences: (a) the building owner will be subject to a fine in the amount of \$250.00 for each day that the temporary use or occupancy continues after the expiration of the temporary certificate of occupancy, (b) the Village Fire Chief or his designee may cause the building to be vacated, (c) Section 15.16.050.B of this code will no longer apply to the building, and (d) the Village will not issue any certificate of occupancy for any future use or occupancy of the building unless and until the building owner installs an automatic fire sprinkler system within the building that complies with the requirements of Section 15.16.050.A of this code.

4. No decision by the Village Fire Chief or his designee pursuant to this Section 15.16.050.E may be appealed pursuant to Section 15.16.090 of this code.

F. Terms. The terms used in this section shall have the same meanings as those terms have in the Fire Prevention Code and the Life Safety Code adopted by this chapter.

Section 15.16.060 Fire Prevention and Life Safety Agency--Definitions

For the purpose of administering regulations for the prevention of destructive fires and for safety to life from fires, the Fire Department is designated the Fire Prevention Agency under the Fire Prevention Code and the authority having jurisdiction under the Life Safety Code and the Fire Chief is designated the Chief of the Fire Prevention Agency.

Section 15.16.070 Permits

A. Permits Required. No person shall take or perform any of the actions, or construct, install or alter any building or equipment, for which codes or standards have been adopted as part of the Building Code, Fire Prevention Code or Life Safety Code.

B. Form of Application. Applications for such permits shall be submitted on forms approved and prepared by the Village and shall be filed with the Director of Community Development.

C. Application Review. The Fire Chief shall review all applications for work or equipment that is subject to the provisions of this chapter or subject to any other provision of the Code that is under the direction or administration of the Fire Chief or the Fire Department.

D. Construction Permit Requirements. Any permit issued for construction activity that is subject to the requirements of this chapter shall be subject to all conditions and requirements of this Code that apply to permits issued under the Building Code and Dwelling Code.

Section 15.16.080 Modifications of regulations

The Fire Chief shall have power to modify any of the provisions of this chapter upon application in writing by the owner or lessee, or the duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the provisions of this chapter; provided that, the intent of this chapter shall be observed, public safety secured and substantial justice done. The particulars of such modification when granted or allowed and the decision of the Fire Chief on such modification shall be entered upon the records of the Fire Department and a signed copy shall be furnished to the applicant.

Section 15.16.090 Appeals.

A. Appeal to Village Council. A person who has applied for a permit or received an order from the Fire Chief may take an appeal to the Village Council from a decision of the Fire Chief disapproving or denying an application for a permit, or from an order of the Fire Chief requiring any fire prevention or safety-to-life measures to be taken. The appeal shall be subject to the following conditions:

1. The basis of the appeal shall be a claim that the provisions of the Fire Prevention Code or the Life Safety Code do not apply or that the provisions have been misconstrued or wrongly interpreted.

2. The appeal shall be initiated in writing within thirty (30) days from the date of the Fire Chief's decision or order.

3. The party bringing an appeal to the Village Council shall have the burden of establishing that the Fire Chief's decision or order was in error.

B. Decision on Appeal. The Council, in the exercise of its discretion, may uphold, reverse or modify the requirements of the Fire Chief.

Section 15.16.100 Violations

Any person who shall violate any of the provisions of this chapter or fail to comply with this chapter, or who shall violate or fail to comply with any order of the Fire Chief made under this chapter, or who shall build in violation of any detailed statement of specifications or plans submitted and approved under this code, or any certificate or permit issued under this chapter, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the Village Council or by a court of competent jurisdiction, within the time fixed in this chapter, shall severally for each and every such violation and noncompliance respectively, be guilty of an offense subject to penalty as provided in Section 1.08.010 for violation of this code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

Section 15.16.110 Maintenance of buildings

A. Broken windows, broken plastering, holes in floors, ceilings or combustible hollow partitions or sheathing and furring in any building shall be repaired without delay using an appropriate material of equal fire resistance.

B. Stock and other stored materials shall be kept at least eighteen (18) inches below all ceilings and shall be piled so as not to interfere with the operation of fire doors and so as to maintain adequate aisles.

C. In buildings equipped with automatic sprinklers, stock and other stored material shall be kept at least twelve (12) inches below the sprinkler heads.

D. All stock and other stored material shall be kept in a neat, orderly and compact manner.

E. When stock is dispensed directly from a shipping container and combustible material is used as protective packing, such packing material shall be removed from the container and disposed of in accordance with the provisions of Chapter 8.16 of this code or such container shall be kept closed at all times except with removing stock from such container.



Agenda Item Executive Summary

TITLE: Resolution No. R-66-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Resco for the Purchase of a 2000 KVA Pad Mount Transformer (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: September 3, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Staff is requesting approval to purchase a 2000 kVA pad mount transformer for the planned development known as One Winnetka. On March 18, 2024, the Water & Electric Department issued Bid #024-010 for the purchase of a single 2000 kVA 277/480V pad mount transformer. This size of transformer and secondary service voltage is not a transformer that the Department keeps in its working inventory for new service connections. Due to extended manufacturing lead time of transformers, the developer of One Winnetka have requested that the Water & Electric Department proceed with ordering the transformer to support their project schedule.

The developer has provided supporting documentation which affirms their financial commitment to purchase the transformer including if the project is deferred, changed or canceled. The owner has entered into an agreement prepared by the Village Attorney for the purchase of the transformer (Exhibit #1). The owner will be remitting payment for the transformer prior to the Village's issuance of a purchase order to the electric distributor. The agreement also confirms that by purchasing the transformer, the owner is not entitled to the issuance of a permit by the Village. This is consistent with prior advance transformer purchases for other large projects.

Bid #024-010 was posted to the on-line bidding service Demand Star and emailed to vendors that have previously quoted transformers. Two vendors submitted bids.

RESCO, an electric distributor, submitted a bid based on a transformer manufactured by Ermco.

- Unit Price: \$81,605 with escalation
- Quoted lead time is Q1 2025

RESCO took exception to the contract language related to increasing the quantity of products, the quotation of a specific delivery date and the rejection of product. Resco also took exception to the type of secondary transformer bushing provided with the transformer. The vendor's noted exceptions are acceptable to staff.

ECB Solutions, LLC, submitted a bid based on a refurbished transformer manufactured by Maddox transformer. Maddox is not an approved manufacturer and the Village, at this time, is not pursuing re-manufactured/refurbished units.

The bid document requested firm pricing on the units, but permitted a bidder to submit an escalation policy. This provision was added based on prior bid responses for transformers due to extended manufacturing lead times and market uncertainty. RESCO declined to bid a firm price and included escalation policies. The developer of One Winnetka has been provided a copy of Resco's bid and is aware of and has accepted the Price Adjustment Policy in the bid.

As the date of the original bid response has exceeded sixty days, staff confirmed with Resco that the quoted unit price of \$81,605 is still valid. The delivery date is currently estimated for the first quarter of 2025.

Resolution No. R-66-2024; prepared by the Village Attorney, rejects all bids, waives bidding requirements and awards a contract to Resco for the purchase of a 2000 kVA pad mount transformer in an amount of \$81,605, subject to a price adjustment per the contract terms.

RECOMMENDATION:

Consider adoption of Resolution No. R-66-2024, rejecting all bids, waiving bidding requirements and awarding a contract to Resco for the purchase of a 2000 kVA pad mount transformer in an amount of \$81,605, subject to a price adjustment per the contract terms.

ATTACHMENTS:

1. Resolution No R-66-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to RESCO for a 2000 KVA Pad Mount Transformer

RESOLUTION NO. R-66-2024

**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS,
AND AWARDING A CONTRACT TO RESCO
FOR THE PURCHASE OF A 2000 KVA PAD MOUNT TRANSFORMER**

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

WHEREAS, on March 18, 2024, the Village issued Request for Bid #024-010 ("**Request for Bids**") for the purchase of a 2000kVA Pad Mount Transformer ("**Transformer**"); and

WHEREAS, the Village received two bids ("**Bids**") to provide the Transformer and opened the Bids on April 18, 2024; and

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

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

WHEREAS, despite its Bid being non-responsive to the Request for Bids, the rates and terms from RESCO ("**RESCO**") for the purchase of the Transformer are the most advantageous to the Village; and

WHEREAS, the Village Council desires to enter into a contract with RESCO for the Village to purchase the Transformer from RESCO in an amount of \$81,605.00, subject to a price adjustment pursuant to the terms described in the contract in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Contract**"); and

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

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

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

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

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

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

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

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

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

ADOPTED this 3rd day of September, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

September 3, 2024

R-66-2024

EXHIBIT A

VILLAGE OF WINNETKA

**CONTRACT/BID
FOR 2000KVA 480.277 Three Phase Pad-Mount Transformers**

Full Name of Bidder:

RESCO - Rural Electric Supply Cooperative
("Bidder")

Principal Office Address:

2250 Pinehurst Dr.

Middleton Wi, 53562

Local Office Address:

Same as above.

Contact Name: **Tony Ciebell**

Telephone: **(608) 824-6063**

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

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

1. Proposal to Deliver Products.

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

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

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

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

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

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

Take Exception. Offering Instead: "In the case of products that are defective or damaged, such products shall be returned/replaced per the provisions of the manufacturer's warranty."

2. Contract Price Proposal.

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

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
024-010	2000 KVA 3Ph Pad Xfmr	See pricing form in Attachment A.	\$81,605.00	Same

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

See pricing form in Attachment A.

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

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

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

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal. ** See notes on Bid Submittal, page #17.

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

4. Financial Assurance.

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

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

5. Firm Proposal.

All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 60 days after the date this sealed Contract/Bid is opened.

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

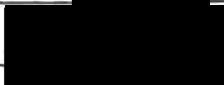
H. Governing Law. This Contract/Bid and all rights of the parties under this Contract/Bid will interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 10th date of April 2024

Bidder's Status: (x) WI Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: Rural Electric Supply Cooperative

Doing Business As (if different): RESCO

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Jeffrey Kuhnle

Title/Position: VP of Administration & CFO

Bidder's Business Address: 2250 Pinehurst Drive

Middleton, WI 53562

Bidder's Business Telephone: (608) 831-2600 Facsimile: (608) 831-7294

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

Matthew Hotzler, Chariman	Jeffrey Kuhnle, Assistant Secretary	
Robert Hance, Vice Chairman		
William McKim, Secretary/Treasurer		
Matthew Brandrup, President		

ATTACHMENT A: SPECIFICATIONS

1. SCOPE

- a. The three-phase pad-mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of three-phase pad mounted transformers.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of three-phase dead front, mineral-oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
 - i. **2000 KVA**
 - ii. 65° C rise
 - iii. 60 Hertz
 - iv. High Voltage: 12.47 Delta
 - v. High Voltage BIL : 95kV
 - vi. Low Voltage : 277/480V

2. CODES AND STANDARDS

- a. All codes and standards referenced in the specification shall be those in effect at the time of Purchase Order award. Deviation from this specification and referenced codes and standards must be authorized in writing from Village of Winnetka/Director of Water & Electric.
 - i. Institute of Electrical and Electronic Engineer (IEEE)
 1. C57.12.00 – Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
 2. C57.12.26 – Pad-mounted Compartmental-Type, Self-Cooled Three-Phase Distribution Transformers for use with Separable insulated High-Voltage Connectors
 3. C57.12.28 – Pad-mounted Equipment – Enclosure Integrity.
 4. C57.12.34-Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 5 MVA and Smaller; High Voltage, 34.5 kV Nominal System Voltage and Below; Low Voltage, 15 kV Nominal System Voltage & Below
 5. C57.12.70 – Terminal Markings and Connections for Distribution and Power Transformers.
 6. C57.12.80 – Terminology for Power and Distribution Transformers.
 7. C57.12.90 – Test code for liquid – Immersed Distribution, Power and Regulating Transformers.
 8. C57.12.91 –Test code for Dry-Type Distribution and Power Transformers.

- ii. National Electrical Manufacturers Association (NEMA)
- iii. American Society of Testing and Materials (ASTM)

3. QUALITY ASSURANCE

- a. Only approved manufacturer listed below:
 - i. ABB
 - ii. Central Maloney
 - iii. Cooper
 - iv. ERMCO
 - v. General Electric
 - vi. Pauwels
 - vii. WEG

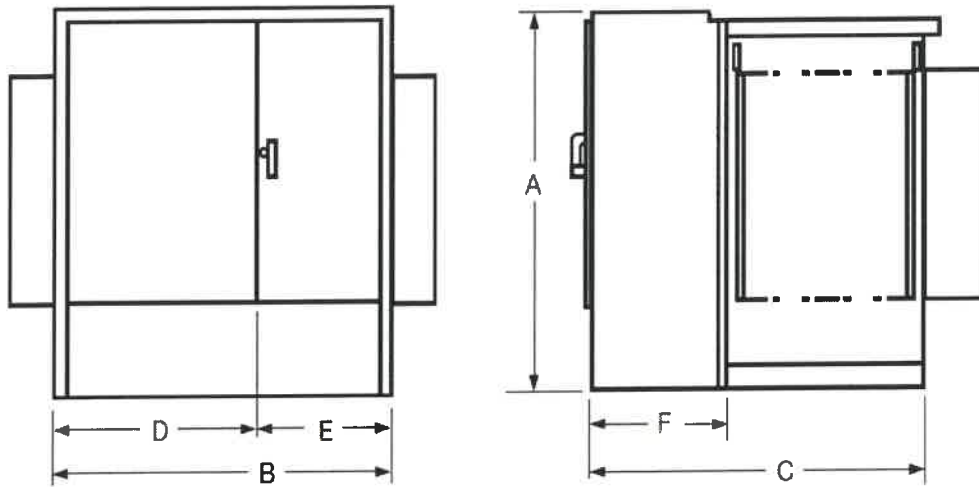
4. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
 - i. All windings and internal connections shall be copper or aluminum.
 - ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
 - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Village of Winnetka/Director of Water & Electric upon request.
 - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
 - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.
 - vi. Amorphous core shall NOT be included in the bid.
- b. HV Compartment
 - i. The transformer shall be furnished with a high voltage compartment located on the left with a v-arrangement as per Figure 2.
 - ii. The high voltage compartment shall be furnished with 200 amp, dead front universal bushing wells and 200 amp load break bushing inserts (Cooper - Catalog Number LBI215 or Elastimold Part Number K1501A1), as per figure 1.
 - iii. A parking stand between the bushing wells shall be provided for attachment of bushing accessories, as per figure 2.
 - iv. Busing dimension shall be constructed as per **Figure 2**.
 - v. A quantity of three(3), three-phase load break switches mounted above bushing wells, with a minimum 200 amp current rating to disconnect bushing and transformer from internal bushing work, as per Figure 4;
 - 1. Line Switch A for H1A, H2A, H3A
 - 2. Line Switch B for H1B, H2B, H3B
 - 3. Xrmr Switch

- c. LV Compartment
 - i. The transformer shall be furnished with a low voltage compartment and shall house the LV connections in the form of **12-hole NEMA spades** mounted on threaded copper studs, per IEEE C57.12.34
 - ii. Staggered Low-Voltage terminal arrangement as per **Figure 3**.
 - iii. Busing dimension shall be constructed as per **Figure 3**.
- d. Cabinet
 - i. Tamper resistance shall be enhanced by continuous steel baffling on all edges of the hood and sill without the use of welded or bolted on parts.
 - ii. Dimension of cabinet shall be constructed as per **Figure 1**.
 - iii. Designed to meet NEMA TR -2013 Audible Sound Levels
- e. Insulating Fluid
 - i. The insulating fluid shall be mineral oil.
 - ii. The transformer insulating fluid shall be certified to contain no detectable PCB's (<1 PPM) at the time of shipment and the nameplate shall be so labeled.
 - iii. Non-P.C.B. sticker shall be mounted in LV compartment.
- f. Tank Design
 - i. Tanks shall be constructed of heavy gauge steel with welded seams, IEEE C57.13.26.
 - ii. Tank design shall include sufficient expansion volume to allow operation under specified load conditions.
 - iii. Lifting provisions shall be provided at two or four points on the tank depending on size
- g. Cooling System
 - i. The transformer shall be self-cooled
- h. Grounding Provisions
 - i. All non-energized metallic components of the transformer shall be grounded.
 - ii. Tank grounding provisions shall consist of two ground pads.
 - iii. Ground pads shall be per IEEE standards.
- i. Nameplates
 - i. Transformer shall be furnished with a non-corrosive diagrammatic nameplate, permanently attached with non-corrosive hardware. The diagrammatic nameplate shall include the name of the manufacturer of the equipment as well as the location where the transformer was manufactured and tested.
 - ii. The nameplate shall contain all connection and rating information in accordance with IEEE C57.12.00 nameplate A, plus the type and quantity of fluid, and the date of manufacture.
- j. Exterior Finish
 - i. The transformer painting system shall be in compliance with IEEE C57.12.28. The finish shall be Munsell No. 7GY/3.2/1.5.green

k. Reference Drawings:

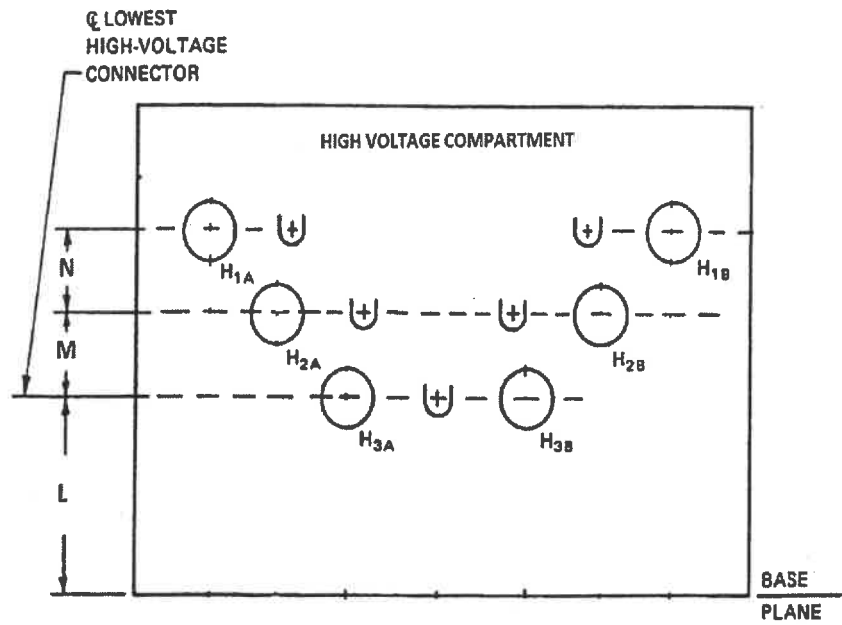
Figure #1
Exterior Dimensions



CABINET/TANK DIMENSIONS

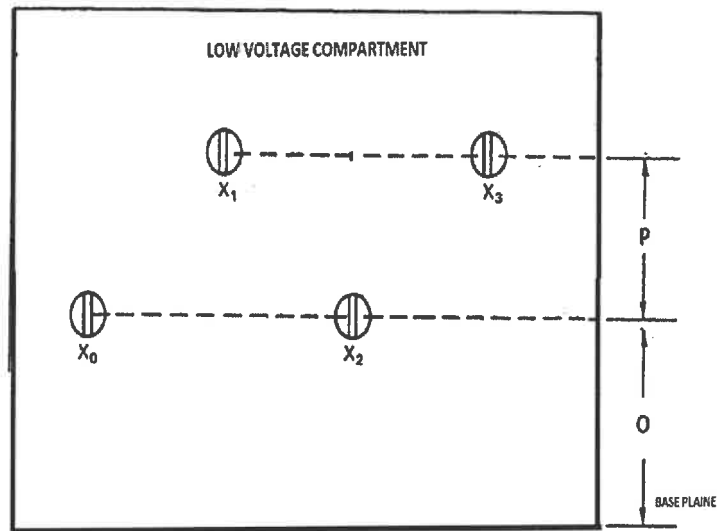
Exterior Dimension		
Dimension	Measurement (inches)	
A	TBD OEM	
B	79	
C	TBD OEM	
D	38	
E	45	
F	24	

Figure #2
High Voltage Compartment



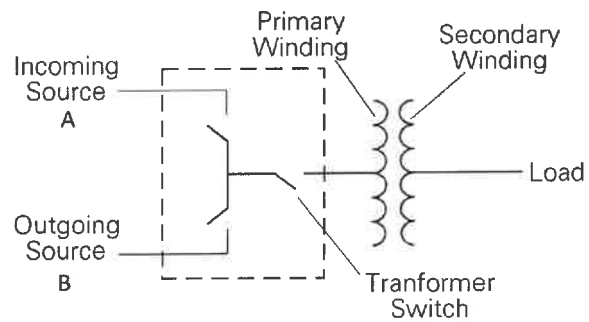
High Voltage Compartment Dimension	
Dimension	Measurement (inches)
L	28
M	6
N	6

Figure #3
Low Voltage Compartment



Low Voltage Compartment Dimension	
Dimension	Measurement (inches)
O	45
P	7

Figure 4



5. TEST

- a. A certified test report shall be submitted and shall contain the test data for each transformer serial number manufactured. The certified test report shall as a minimum contain the data as specified in IEEE C57.12.90.

6. FEATURES

- b. The transformer shall be equipped with a complete set of standard features, including.
- c. High and low voltage cabinet doors, swinging from inside to outside.
- d. A recessed locking assembly with padlock provisions and penta-head locking bolt for tamper-resistant operation.
- e. Oil level/fill plug.
- f. Self-actuating pressure relief device.
- g. Oil drain plug.
- h. A removable front sill that latches with the hood and is internally bolted to the front of the tank.
- i. Cabinet compartment security shall comply with the locking and tamper test provisions of IEEE C57.12.28.
- j. NEMA safety labels.
- k. High voltage 200amp dead front universal bushing wells with 200 amp load break bushing inserts.
- l. Low voltage 8-hole NEMA spades mounted on threaded copper studs.
- m. Lightning Protection
 - i. Oil immersed lightning arrestor, suitable for use on 12.47Wye ground system
- n. Overcurrent protection
 - i. Internal oil-immersed weak link fuse

7. DOCUMENTATION

- o. The seller shall provide instructions, operating and maintenance manual covering all equipment furnished.

8. PARTS

- p. The Seller shall provide a renewal parts list to the Village of Winnetka/Director of Water & Electric upon request.

Pad-mount Transformer Data Sheet

3 Phase KVA Rating: 2000
Frequency (Hz): 60Hz
Impedance Range: per IEEE Standard Nominal impedances
Temperature Rise (Over 30°C ambient): 65° C
Primary Coil Voltage (kV): 12.47kV Delta
Primary Termination: 200 amp load break bushing inserts
Feed: Loop
Primary Taps: None
Primary BIL (kV): 95
Secondary Voltage (V): 277/480V Wye
Secondary Termination: 12-hole NEMA spades
Insulating Fluid: Naphthenic based mineral oil
Other Special Instructions:

- Complete "Bid Submittal" form
 - Guaranteed load and no load losses to be furnished with bid.
 - Deviation in excess of bid losses will be credited to the Village on invoice.
 - Load losses to be evaluated at \$2.67 per watt and no-load losses to be evaluated at \$12.49 per watt.
 - Provide transformer dimension with bid.
 - Quote best delivery date with bid
- Transformer shall be delivered on an open bed truck
- Deliveries:
 - Require 48 hours advance notification, phone (847-)716-3551
 - Receiving hours: Monday – Friday, 7:00AM – 3:00PM
 - 1390 Willow Road, Winnetka, Illinois 60093

BID SUBMITTAL

Vendor: **RESCO - Rural Electric Supply Cooperative**

Address: **2250 Pinehurst Dr. Middleton WI, 53562**

Email: **tciebell@resco1.com**

Phone: **(608) 824-6063**

Transformer Manufacturer **ERMCO**

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
2000	1	\$81,605.00	1904	10587	T.B.D.

Weight (lbs) **6739.5 lbs.**

Unit cost shall include a warranty of 24 months from the date of delivery of each unit.

NOTE: Awarded bidder shall submit transformer construction drawings for approval by the W&E Director, prior to the manufacturing of transformer

The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined.

*** All ERMCO transformers are given a production slot date at receipt of P.O.**

*** Current estimated date period is late 4th quarter 2024 / 1st quarter of 2024.**

*** Production slot dates are subject to prior orders and availability.**

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is accepted by the Village of Winnetka ("Owner") as of this ____ day of _____ 20____.

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

CUSTOMER COPY

QUOTE # 720200-00
QUOTED DATE 3/27/24BILL TO:
RESCO
P.O. BOX 44430SHIP TO:
VILLAGE OF WINNETKA
WATER & ELECTRIC
1390 WILLOW ROAD

MADISON

WI53744

WINNETKA

IL60093

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:				

LOSS GRT: AVE VOLT% : 100

NL TEMP BASIS: 20 LL TEMP BASIS: 85

JOB WINNETKA, IL. FREIGHT PREPAID AND ALLOWED.

QUOTED PER VILLAGE OF WINNETKA SPECIFICATION
SENT WITH REQUEST.IN ORDER TO PROVIDE ADEQUATE SPACING FOR THE
REQUESTED (3) ON/OFF SWITCHES, ERMCO WILL BE
PROVIDING K=5 SPACING PER ANSI C57.12.34-2009
IN LIEU OF C57.12.26, FIG 2 & 3.PLEASE SEE ATTACHED DRAWINGS FOR ACTUAL
TRANSFORMER DIMENSIONS THAT ERMCO WILL BE
PROVIDING.REFERENCE 2.A.I.8: ERMCO WILL NOT COMPLY DUE TO
DRY TYPE REQUIREMENTS.REFERENCE SECTION 4.I.II: ERMCO WILL PROVIDE
NAMEPLATE STYLE B.REFERENCE SECTION 4.C.I: DUE TO THE REQUESTED
KVA AND SECONDARY VOLTAGE STUDS WITH SCREW-ON
ON SPADES ARE NOT AVAILABLE. QUOTING ONE-PIECE
INTEGRATED LV BUSHING/SPADE.

PRICES ARE GOOD FOR RECEIPT OF AN ORDER WITHIN 30
DAYS FROM 03/28/24 BUT SUBJECT TO REVIEW AT TIME
OF SHIPMENT.

ITEM 1				
ERMCO 3 PHASE PAD TRANSFORMER	3PH-PAD	1	81605.00	81605.00
ITEM# :	1.00			

NL= 1904 LL=10587 IZ=6.000 TL=12491

OPTIONS BEGIN.....

ERMCO	ERMCO STD 3PH TRANSFORMER
0000	2000 KVA
0	DELTA
061D	12470 95 BIL
0	NO NEUTRAL GROUND
001	NO TAPS
0	NO TAP CHANGER SELECTED
027	480Y/277 LH
05	ANSI SPECIFIC K DIM=5.0
0	LOOP FEED
000	GENERIC STD FIXED STUD WELL
015	STD INSERT SYSTEM SELECT

CUSTOMER COPY

QUOTE #720200-00
QUOTED DATE3/27/24

BILL TO:
RESCO
P.O. BOX 44430

MADISONWI53744

SHIP TO:
VILLAGE OF WINNETKA
WATER & ELECTRIC
1390 WILLOW ROAD

WINNETKAIL60093

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
000	ELBOW ARRESTERS NOT SELECTED			
000	NO INS. STANDOFF BUSHING SELECTED			
000	NO INS. PROTECTIVE CAP SELECTED			
	SYSTEM SELECT HUBBELL AZU UOA			
0	ECI STANDARD			
	STAGGERED LV BUSHING ARRANGEMENT			
12	HJ INTG 12H SPD			
	LV BUSHING SUPPORTS REQUIRED			
SP	SYSTEM SELECTED WEAK LINK FUSE			
OF	NO BACKUP FUSING SELECTED			
000	MILD STEEL TANK & BASE			
ERMCO2	ERMCO GROUNDED CABINET			
000	MILD STEEL CABINET & SILL			
	STD CABINET PARTITION			
	PADMOUNT GREEN FINISH			
	STANDARD HARDWARE.			
1	SILICON BRONZE PENTABOLT			
	S.S. 2HOLE GRD PAD IN PRI & SEC			
0	STANDARD AIR SPACE			
0	GENERIC PR VALVE .25 10PSI 35SCFM			
	1" NPT DRAIN PLUG			
	DRAIN IN SECONDARY COMPARTMENT			
	1"NPT FILL PLUG			
	NO LIQUID LEVEL GAUGE SELECTED			
	NO VACUUM GAGE SELECTED			
	ERMCO STD TEMPERATURE GAGE			
3	3 TWO POS. 38KV ERMCO STD LBOR			
	STD TX OIL			
	STANDARD TWO NAMEPLATES			
0	STD KVA DECAL OUTSIDE			
1	"NON PCB" 1X2 (ERMCO STD)	7-15		
1	DANGER "MR.OUCH" GENERIC (3-52-02)			
2	WARNING "MR OUCH" GENERIC(3-52-01)			
9	STD PRIMARY DECAL INSIDE(HV)			
0	NO SECONDARY VOLTAGE DECALS			
0	STD ERMCO "E" LOGO DECAL (3-8-151)			
	STANDARD PALLET			
	NO SPECIAL TEST NEEDED			
PTIONS END.....				

.00% CTR MONTHLY BY EMAIL

.8 HOUR NOTICE

CUSTOMER: VILLAGE OF WINNETKA

RFO/Spec:

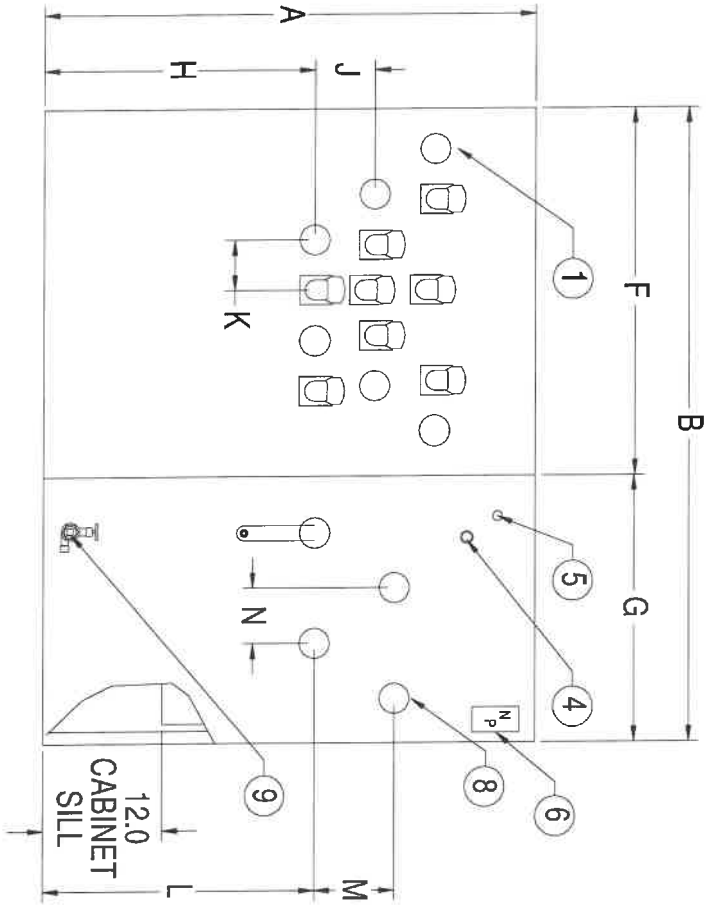
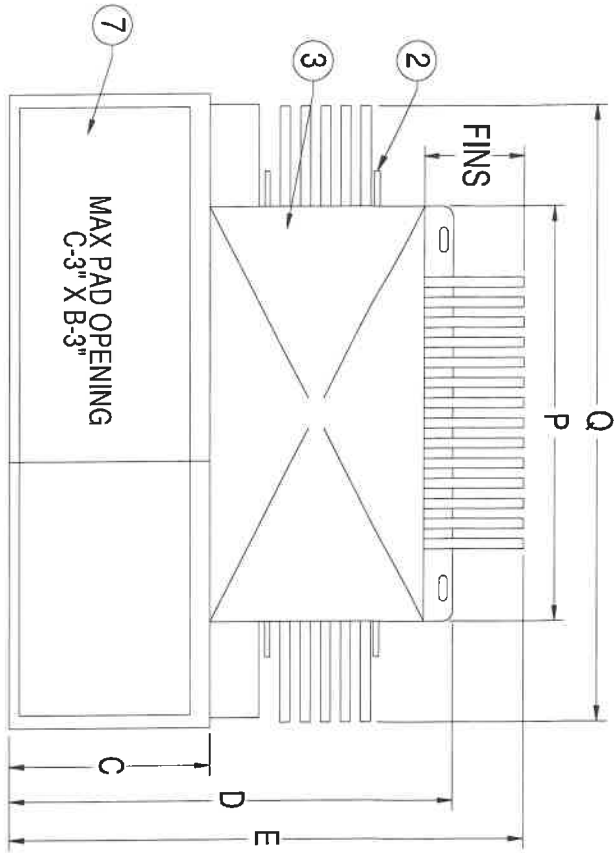
ERMCO Quote#: 720200

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

Item kVA A B C D E F G H J K L M N

1 2000 68 72.5 24 59.5 66.5 36.5 35.5 27 6 5 46 8 6.33



STANDARD FEATURES

	Quote Item	P	Q	Wt (lbs)	Oil (gn)
1 HV Bushing	1	68	88	13503	440
2 Lifting Lugs					
3 Bolted Cover					
4 1" Upper Fill Plug					
5 Pressure Relief Valve					
6 Nameplate					
7 Hinged Top Cabinet					
8 LV Bushing					
9 1" Drain Plug					

3 Phase Quotation Drawing
For Dimensional Purposes Only
All Features and Accessories Not Shown

AGREEMENT

This **AGREEMENT** is dated as of the 21st day of August, 2024 ("**Agreement**"), and is by and between the VILLAGE OF WINNETKA, an Illinois home rule municipal corporation ("**Village**"), and MURPHY DEVELOPMENT GROUP, LLC ("**Owner**").

WITNESSETH:

WHEREAS, Owner is the record title owner of certain parcels of real estate commonly and collectively known as 714-716 Elm Street, 718-732 Elm Street, 736 Elm Street, 740 Elm Street, 511 Lincoln Avenue, and 515 Lincoln Avenue in Winnetka, Illinois ("**Property**"); and

WHEREAS, Owner desires to demolish existing commercial structures and other improvements on the Property and construct a new mixed-use development and other improvements on the Property (collectively, "**Project**"); and

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

WHEREAS, due to the size of the Project, Owner has requested the Village to provide and install a transformer that is not typically stocked in the Village's inventory to provide permanent electricity to the Property; and

WHEREAS, to meet Owner's proposed schedule for the Project, it is necessary for the Village to purchase a new transformer; and

WHEREAS, due to market conditions, the required transformer has an extended manufacturing lead time; and

WHEREAS, Owner voluntarily desires to execute this Agreement relating to the purchase of a new transformer to allow the Village to order the necessary transformer to provide permanent electric service to the Property;

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

1. The foregoing Recitals are made a part hereof and incorporated into this Agreement.
2. Owner represents and warrants that they are the sole owner of the Property and have the right to enter into this Agreement.
3. Owner acknowledges and agrees that they are requesting permanent electric service for the Property that will require a new 2000 kVA (277/480V) transformer ("**Transformer**").
4. Owner further acknowledges and agrees that due to Owner's Project schedule, the Village must order the Transformer prior to the start of the construction and the Owner's final utility design.

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

6. Owner agrees to reimburse the Village for its actual cost to purchase, ship, and transport the Transformer, which costs shall include all time spent by Village employees and consultants, billed at their normal hourly rate. The Village will provide Owner with an invoice detailing the full amount owed for the Transformer, which invoice must be paid by Owner within seven days following receipt of the invoice. The Transformer will not be ordered until such payment is received by the Village. Installation cost for the transformer will be invoiced separately, prior to the start of construction.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

By: _____

Title: _____

ATTEST:

By:  _____

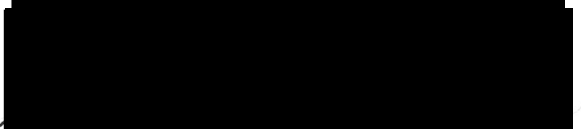
Title: Development Associate

VILLAGE OF WINNETKA

By: _____

Its: _____

MURPHY DEVELOPMENT GROUP, LLC

By:  _____

Its: CEO & CHAIRMAN



Agenda Item Executive Summary

TITLE: Resolution No. R-67-2024: Approving a Professional Services Agreement with Strand Associates, Inc. for the Design of the Ravines Forcemain Rehabilitation and Replacement Project (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: September 3, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Funding was included in the Fiscal Year 2024 budget for the completion of a pipeline inspection and scoping of a repair for the Ravines force main. The force main is forty years old and approaching the end of its service life. Recently, the force main had multiple breaks which required emergency repairs. Since the force main is a single line, when this happens the pump station must be shut down and we risk losing the ability to drain the service area. Additionally, if the break is located near the ravine section, Public Works must close Sheridan Road for safety during repairs. For all these reasons, a repair to the force main is becoming a critical capital project. During the summer of 2024, we had a lining contractor take a look at the force main, and they determined lining the pipe would require a large storage tank and associated septic service. As a result, the lining operation would be much more expensive than normal. Therefore, it made sense to look at a replacement project instead. A replacement project must be properly engineered and publicly bid out.

In August, Public Works staff prepared a request for proposals document (RFP) for the assessment and design of a rehabilitation and/or replacement of the force main. This RFP utilized a qualifications-based process where firms were asked to submit two packets: one containing a technical proposal on the firm's qualifications and a separate packet for the cost proposal. A staff committee evaluated the technical proposals first. After determining the most qualified respondent, the finalists' cost proposals were then reviewed. The committee's final recommendation was based on a combination of factors including the proposers' responsiveness, qualifications, relevant experience, proposal cost, and proposed methods.

On August 14, the Village received proposals from Horner and Shifrin; and from Strand Associates. Technical proposals from each proposer were sent to committee members for review. Ultimately, the committee selected Strand Associates as the most qualified. They demonstrated experience completing several sanitary lift station projects of a comparable nature for municipal and other governmental clients. Strand also took a unique and well thought out approach to the project execution. Horner and Shifrin, while qualified, mostly just re-iterated the language from the RFP and

lacked local experience. Strand Associates provided the most cost-effective proposal in the amount of \$104,527.00, where Horner and Shifrin cost proposal was \$169,670.

Strand Associates completed similar work for the Bensenville, Elwood, Frankfort, Joliet, Lindenhurst, Highland Park, Roselle, New Lenox and multiple other municipal clients. All references were positive, and staff is confident that Strand can successfully complete the work as specified.

The Fiscal Year 2024 Budget includes \$100,000 in Sewer Fund Account No. 540.70.01-670 ("Buildings and Structures") for this project. In addition, there is \$25,000 in Sanitary sewer account 540.70.01-551 for Sewer design and inspection.

Staff recommends Council consider approving an agreement for the Ravines Force Main Rehabilitation and Replacement Design to Strand Associates.

RECOMMENDATION:

Consider adoption of Resolution No. R-67-2024, approving a professional services agreement with Strand Associates, Inc. for the design of the ravines forcemain rehabilitation and replacement project.

ATTACHMENTS:

1. Resolution No. R-67-2024: Approving an Agreement with Strand for Design Services for the Ravines Forcemain Rehabilitation and Replacement Project
2. Request for Proposal #024-004: Force Main Rehabilitation and Replacement
3. Proposal Results: Forcemain Rehabilitation and Replacement

RESOLUTION NO. R-67-2024

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
STRAND ASSOCIATES, INC. FOR THE DESIGN OF THE RAVINES FORCEMAIN
REHABILITATION AND REPLACEMENT PROJECT**

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

WHEREAS, the Village issued request for proposal No. 024-004 ("**Request for Proposals**") seeking qualified professional firms to complete the evaluation, alternative analysis, and design of the sanitary force main rehabilitation and replacement project ("**Services**"); and

WHEREAS, the Village received two proposals ("**Proposals**"), which were opened on August 14, 2024; and

WHEREAS, the Public Works Department ("**Department**") evaluated the Proposals based on the evaluation criteria set forth in the Request for Proposals; and

WHEREAS, based on the Department's evaluation of Proposals, and pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village has selected Strand Associates, Inc. ("**Consultant**") as the Consultant to perform the Services; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the performance of the Services in an amount not to exceed \$104,527.00 ("**Agreement**"); and

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

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

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

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

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

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

ADOPTED this 3rd day of September, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

APPENDIX A

VILLAGE OF WINNETKA PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 3rd day of September, 2024, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name ("*Consultant*"): Strand Associates

Address: 1170 South Houbolt Road, Joliet, IL 60431

Telephone No.: 815-744-4200

Email: Mike.waldron@strand.com

Project Name/Description: Ravines Force Main Rehabilitation and Replacement

Agreement Amount: \$104,527.00

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

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

SECTION 2. SCOPE OF SERVICES.

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

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

C. **Commencement; Term.** The Consultant shall commence 30 days after execution of this Agreement by Consultant ("***Commencement Date***") and terminates December 31, 2025 unless terminated earlier pursuant to Section 7.D of this Agreement (the "***Term***"). The Village and Consultant may mutual agree in writing to renew the Agreement for up to two additional one-year terms.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

B. **Invoices and Payment.** The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

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

D. Claim In Addition To Agreement Amount.

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

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

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

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

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

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

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

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

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

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

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

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

With a copy to:

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

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

With a copy to:

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

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

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

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

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

J. Authority to Execute.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this 3rd day of September 2024.

ATTEST:

VILLAGE OF WINNETKA

By: _____

By: _____

Village Clerk

Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
SPECIFICATIONS

1. INTRODUCTION AND BACKGROUND

The Village of Winnetka is seeking a qualified professional service firm to complete the evaluation, alternative analysis, and design of a sanitary force main rehabilitation and replacement project.

The Village's intent is to select a single consultant to be utilized for the scope of work in 2024 at a set number of hours and hourly rates.

The Village of Winnetka operates a sanitary lift station located between 1055 and 1077 Sheridan Road. The lift station was originally installed in 1985. The lift station was subsequently reconfigured to relocate the controls above grade.

The force main has reached the end of its useful life and requires rehabilitation and replacement. The lift station drains a significant catchment and quickly overflows when service is interrupted.

Project Limits

The projects limits are defined as from the Ravines Lift Station and the sanitary force main south along Sheridan Road, up the easement, and along Fisher Lane to discharge to gravity at Old Green Bay Road. The scope shall also include evaluating the existing upstream gravity system and whether any portion of the system can be rerouted away from the lift station.

Project Elements

The anticipated project elements may include some or all of the following:

- Lining and bypass systems
- Forcemain Trenchless Construction Design
- Lift Station Modification
- Pavement Patching
- Traffic Control

2. SCOPE OF WORK

Tasks and Deliverables

The Village of Winnetka is requesting proposals from qualified firms that specializes in Civil Infrastructure and drainage design work, and is able to provide the labor, material, equipment, supervision, and related services necessary to complete the work for the rehabilitation and replacement of approximately 1450 feet of force main. The work shall include, but not be limited to, all necessary research, field inspections, topographic surveys, geotechnical investigation, calculations and studies necessary to determine the best solution to the identified project. The successful engineering firm shall prepare separate detailed plans, calculations, specifications, bid documents and an estimate of probable cost for the project, as well as any and all permits from any agencies having jurisdiction over or within the project and/or project limits as identified above.

The Consultant's role will be to carry out the scope of work described in this document. The Consultant may modify the desired scope if, based on their professional expertise and knowledge, they can provide an approach that will more effectively address the goals of this project; however the Consultant shall, at a minimum, satisfy parameters required by IDOT and MWRD.

The scope of services for this project shall include Phase II – Design Engineering. The following scope of services is provided as a guide for the proposers. It is intended to identify the minimum service level expected from the successful firm and as such should be modified and augmented based upon the experience of the firm as necessary to complete the project.

In particular, the consulting firm selected to perform the services outlined in this RFP will be responsible for the following:

- Perform any necessary field surveying, data gathering, review and incorporation of Village Standards and State requirements, coordination with the Village, geometric and grade calculations, and all other data collection necessary to complete the Phase II plans, specifications and estimates.
- Research available utility records and identify utilities within the project limits.
- The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2007). Elevations to be based upon NAVD88 and local benchmarks.
- Determination of actual rehabilitation improvements needed
- Final design plans, specifications, and estimates

The Consultant shall prepare, during the concept and preliminary phases of the plan development, quantities and construction cost estimates for each of the project components.

Alternative Analysis and Preliminary Engineering

The selected consultant shall evaluate the follow prior to proceeding with the final design:

1. Evaluate existing easements and pipe routing.
2. Evaluate if any of the existing force main can be converted to gravity main.
3. Evaluate the existing lift station operations and if there any modifications that can be made to improve reliability.
4. Evaluate whether existing Village 6" Hoffman pumps have head and discharge capacity for bypass pumping in lieu of a pump failure and if so recommend modifications to lift station and force main to facilitate this emergency bypass operation.
5. Evaluate the extent of pipe lining and trenchless pipe replacement.
6. Recommend any lift station modification to support future SCADA service.
7. Evaluate if any the upstream basin can be routed to gravity drainage and reduce the load on the lift station.
8. Prepare alternative design which limits excavation on private road (Fisher Lane) to the maximum extent possible.
9. Evaluate feasibility and functionality of a redundant parallel pipe design within the ravine consisting of installing a new pipe and then lining the existing pipe.

The Consultant shall prepare an alternative analysis including considerations for rehabilitation, pipe realignments, pipe replacement, emergency pump deployment, and pipe network modifications. A preliminary concept design of the final alternate will be prepared.

Phase II Final Engineering Design

Consultant shall coordinate with Village staff to establish design criteria. Consultant shall conduct a field walk to determine potential design and construction conflicts and verify field topography data. Consultant shall review design criteria, key issues and recommend a layout for the project and obtain the Village approval of the proposed design.

Consultant shall prepare a drawing package consisting for the construction of the rehabilitation project. The package of drawings shall include construction details to construct the improvement. Consultant shall submit for Village review 50% and 95% design drawings. Final design drawings shall be complete bid-ready plan drawings. Phase II engineering shall include all necessary information required to comply with MWRD permit requirements.

Expected sheets to be included in the plan set are:

- Title sheet
- General Notes
- Summary of Quantities
- Project Control
- Existing Conditions and Removal
- SWPPP
- Plan and Profile
- Restoration/Landscape
- Project Details.

Engineer's Quantity and Cost Estimate

Consultant shall prepare an Engineer's Quantity and Cost Estimate that will be submitted as part of each of the 50%, 95% and 100% submittals.

Construction Specifications and Bid Documents

Consultant shall prepare the technical section of the construction specifications for the project. The following is a general list of technical references that may be applicable to this project. The Consultant will be responsible for complying with the current editions of the listed references:

- Illinois Department of Transportation – Standard Specifications for Road and Bridge Construction
- ADA Accessibility Guidelines
- Manual on Uniform Traffic Control Devices (MUTCD)
- Standard Specifications for Water & Sewer Main Construction in Illinois
- Illinois Urban Manual.

Consultant shall compile these specifications and proposal documents with Village of Winnetka "boiler plate" documents.

Should there be conflicts between IDOT or other standards, the Consultant will bring this conflict to the attention of the Village of Winnetka. The Village of Winnetka Director of Engineering shall decide the appropriate course of action.

Engineering Support During Bidding

Plan Interpretation and Bidding Assistance

Consultant shall provide construction plan interpretation and consultation during the bidding phase of the project. Consultant shall assist the Village in preparing bid addenda as required to provide clarification to drawings and response to Request for Information (RFI).

Meetings and Reports

Coordination and Progress Meetings

Conduct quarterly progress and coordination meetings at Public Works building with Village staff. Prepare and distribute meeting minutes and project status reports. Schedule and attend meetings with the Village as necessary, to review and discuss specific issues not covered during progress meetings.

Monthly Reports

Prepare monthly summary design reports indicating job status, schedule update and current project costs.

Meeting Minutes

Prepare meeting minutes and distribute for comment before finalizing.

Attendance at Meetings

The Village desires the selected Consultant to work closely with engineering staff and to complete the drainage improvement project. The Consultant will budget (at a minimum) attendance at the following meetings over the duration of the project:

- 1 kick-off meeting with the Engineering and Public Works staff
- 3 progress meetings with Engineering and Public Works staff

The Consultant shall manage the MWRD plan submission/approval process and prepare and coordinate all required submissions, approvals, permits, etc.

3. TERM AND COMPLETION DATE

The proposed contract is through December 31, 2025 unless otherwise modified by a change order as outlined under this Scope of Work in Section 4 or is renewed as outlined in Section 2 of the Scope of Services set forth in Appendix A.

4. CHANGE ORDERS

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

5. PAYMENT

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

- A. Narrative progress reports

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

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

END OF SPECIFICATIONS AND SCOPE OF WORK

EXHIBIT B

PROPOSAL

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]

[SHALL INCLUDE SCHEDULE]

Professional

Engineering

Services

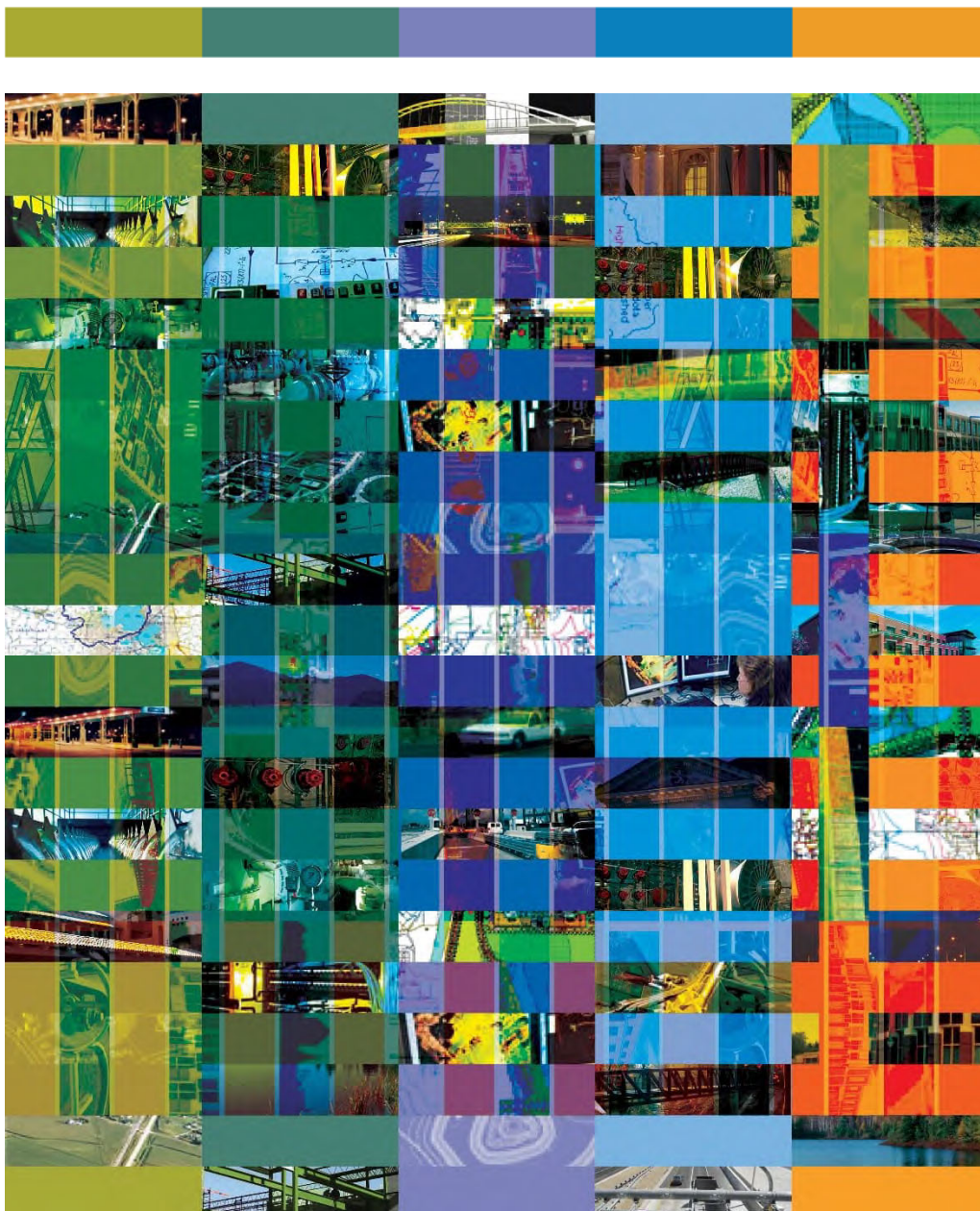
Force Main Rehabilitation and Replacement

RFP #024-004

Technical Proposal

Village of Winnetka,
IL

August 14, 2024





Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

August 14, 2024

Ms. Dell Duckworth
Assistant Finance Director
Village of Winnetka Finance Department
510 Green Bay Road
Winnetka, Illinois 60093
dduckworth@winnetka.org

Re: Request for Proposal – Force Main Rehabilitation and Replacement RFP #024-004

Dear Ms. Duckworth:

On behalf of Strand Associates, Inc.®, thank you for the opportunity to submit our proposal to the Village of Winnetka for the Force Main Rehabilitation and Replacement project.

The Village can depend on us to deliver on the following key elements that will be critical to achieving its goals for this project:

- **Abundant experience and satisfied clients prove expertise with design and construction of sanitary pumping stations and force mains.**
- **Record of similar projects assures lift station design will achieve Village's specific needs.**
- **Proposed team brings broad experience and specialized expertise with all aspects of lift station and force main assessment and design.**
- **Thorough understanding of the Village's needs, resulting in a proven approach that yields reliable force main improvements.**
- **Focused schedule effectively meets Village's project timeline.**
- **Organizational strength and commitment to quality established by 78 years of service.**

The attached proposal presents our relevant qualifications and areas of expertise.

Again, thank you for the opportunity to submit our qualifications. We have enjoyed working with the Village on past projects and look forward to working with Village staff and providing a wide variety of professional engineering services for years to come.

Joseph M. Bunker, acting as Corporate Secretary, has authority to bind the firm. This proposal is valid for ninety days.

Sincerely,

STRAND ASSOCIATES, INC.®

Michael R. Waldron, P.E., Senior Associate
Project Manager and Lead Contact
P240.664/MRW:ksn

Joseph M. Bunker
Corporate Secretary



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Cost Proposal (provided in a separate file)



Relevant Experience

Abundant Experience and Satisfied Clients Prove Expertise with Design and Construction of Sanitary Pumping Stations and Force Mains

Our wastewater conveyance system experience includes everything from the study, analysis, and rehabilitation of existing pumping stations and collection systems, to plan development, design, and construction observation of new systems. In recent years, we have designed stations ranging in size from a few gallons per minute up to 240 million gallons per day (MGD). Our broad experience enables us to assist clients in making sound and cost-effective decisions.

We have designed hundreds of pumping stations over the years, as both independent projects and as components of much larger projects.

The table below lists Illinois clients for whom we have designed pumping and lift stations, including the number (in parentheses) of pumping stations designed for that client. **Our proposed Project Manager, Mike Waldron, was involved in the projects with an asterisk (*).**

Select Listing of Pumping Station Projects		
Bensenville, IL (2) *	Carpentersville, IL (3)	Channahon, IL (4) *
Elwood, IL	Fox Metro Water Reclamation District, IL	Fox River Water Reclamation District, IL *
Frankfort, IL *	Glenbard Wastewater Authority, IL (4)	Highland Park, IL (2) *
Joliet, IL (3) *	Kankakee, IL (2)	Lakewood, IL *
Lindenhurst, IL (5)	Lockport, IL (3) *	Monee, IL (2) *
New Lenox, IL *	Roselle, IL	Sandwich, IL (2) *
Sterling, IL	Streamwood, IL *	

Record of Similar Projects Assures Lift Station Design Will Achieve Village's Specific Needs

The following projects were designed by members of our project team, highlighting our ability to provide evaluation, planning, and design services for the Ravines Lift Station Force Main improvements.

We have a history of delivering on similar-sized lift station and force main design projects.

Wastewater Lift Station Plan Development and Design – Bensenville, IL

The Village of Bensenville owns and operates 18 sanitary lift stations that were constructed between 1955 and 2015, ranging in capacity from 40 GPM to 7,500 GPM. In 2019, the Village hired us to complete an evaluation of each lift station and force main and to develop a prioritization and strategic implementation plan for pumping system upgrades.

The lift station evaluations included a site visit to each station to complete a condition assessment, collect pump information, and measure critical dimensions for existing wet wells, dry wells, and valve vaults. Drawdown tests were completed at stations to calculate pumping rates to compare with documented actual pumping rates. The capacity of each station was evaluated using station pump runtime data and level data from the Village's SCADA system. The collected information was used to develop a prioritization plan.

In 2020, we authorized to proceed with design of station and force main improvements for the Thomas Foster Lift Station, which was similar in size to Winnetka's Ravines Lift Station. Design is 100 percent complete and construction is scheduled for in 2025.

Client Reference:

Joe Caracci, P.E.,
Director of Public
Works
630-350-3431
jcaracci@bensenville.il.us



Thomas Foster Lift Station will be converted from a 'can-type' to a submersible station.



Pumping Station 31 and Force Main Replacement – Fox River Water Reclamation District (FRWRD), IL

We completed plan development and design for the replacement of the FRWRD's existing pumping station 31 and 24-inch force main. The existing pumping station was built in 1925 with a capacity of 13 MGD. We provided preliminary design of a new station and replacement force main to offer 16.5 MGD capacity. We provided final design and bid-related assistance for the new pumping station and force main. We also provided construction-phase services alongside the FRWRD's resident project representative.

Client Reference:

James Kerrigan, P.E.
Sr. Project Engineer
847-429-4054
jkerrigan@frwr.com

The force main replacement project included approximately 2,000 feet of 24-inch-diameter force main; a 230-foot bore and jack across Union Pacific and Metra railroad right of way; and an 85-foot casing below US-20 Highway. Permitting for the project went through the IEPA, US Army Corps of Engineers, Kane-DuPage Soil & Water Conservation District, Kane County, IDOT, Kane County Forest Preserve, Union Pacific Railroad, and Metra Railroad. The force main evaluation and design also included retention of portions of the existing 20-inch force main as a bypass at critical crossings under US-20, Union Pacific and Metra railways, and two tributaries to the Fox River. New force main design also included valving to redirect force main flow to a potential future side storage facility in times when the receiving treatment plant is at capacity. The pumping station included all new controls and a SCADA system. This project is 100 percent complete.



The FRWRD's pumping station 31.

Bluff Road Pumping Station – Channahon, IL

At the request of the Village of Channahon, we worked with a developer to design a sanitary pumping station for a proposed development. The final station was a 550-gpm capacity, dual-pump submersible pumping station with concrete wet well and valve vault. At the request of the Village, the station included variable frequency drives (VFDs), controls, and a permanent standby generator inside a brick and block controls building. Since the effluent from this pumping station goes to the City of Joliet's sanitary sewer system and West Side WWTP, this project included an in-line flow meter and telemetry system that resulted in full system monitoring by the Village and flow data transmittal to the City's SCADA system. This project is 100 percent complete.



Bluff Road sanitary pumping station.

Client Reference:

Ed Dolezal
Director of Public Works
815-467-6644
edolezal@channahon.org



2022 Water Main Improvements – Glencoe, IL

The Village operates a 4,300-foot-long transmission water main through the Forest Preserve District of Cook County's (FPDCC) Skokie Lagoons. In 2020 and 2021, we designed the replacement of a portion (1,650 feet) of the existing 14-inch-diameter main. In 2022, we were hired to replace the remainder of the 14-inch-diameter main (2,650 feet) with a 16-inch-diameter, high-density polyethylene (HDPE) pipe.

Because the project was in a heavily wooded forest, disturbances and tree removals were strictly enforced by the FPDCC and required coordination. The main was installed via horizontal directional drilling (HDD) and had multiple lagoon crossings. This project is 100 percent complete.



16-inch-diameter HDPE water main fused together to be installed via HDD through the FPDCC Skokie Lagoon. Multiple lagoon crossings were required, and extensive laydown area was needed to fuse together 2,650 feet of pipe.

Client Reference:

Don Kirk
Public Works Supt.
847-461-1154
Dkirk@villageofglencoe.org

141st Street (Highlands) Pumping Station and Force Main – Lockport, IL

We completed plan development, design, and construction-related services for a new sanitary pumping station at 141st Street to serve the new Highland Ridge multiuse development in Lockport. The dual-pump submersible pumping station was designed for 500 gpm capacity to handle the 44-acre development as well as an additional 156 acres of future development. The pumping station included full local controls, permanent standby generator, and a SCADA system connection. The force main included approximately 3,350 feet of 8-inch-diameter pipe, including two 200-foot-long bore and jack crossings of the Illinois Department of Transportation (IDOT) and Will County rights of way.

Permitting for the project was done through the Illinois Environmental Protection Agency (IEPA), US Army Corps of Engineers, Will-South Cook Soil & Water Conservation District, Will County, and IDOT. This project is 100 percent complete.

Cedar Road Pumping Station and Force Main – New Lenox, IL

New Lenox hired us to prepare a master plan for its three existing WWTPs to evaluate the existing collection system and treatment facilities and consider whether to maintain the three plants to meet the 20-year projected growth demands for the village or consolidate the three plants to provide treatment at fewer facilities.

Through the evaluation, the Village chose to abandon the three existing plants and construct a new 6.75 MGD regional WWTP for the entire service area. One recommendation from the plan was to replace the Village's largest existing sewage

Client Reference:

Ben Benson
City Administrator
815-838-0549
bbenson@lockport.org

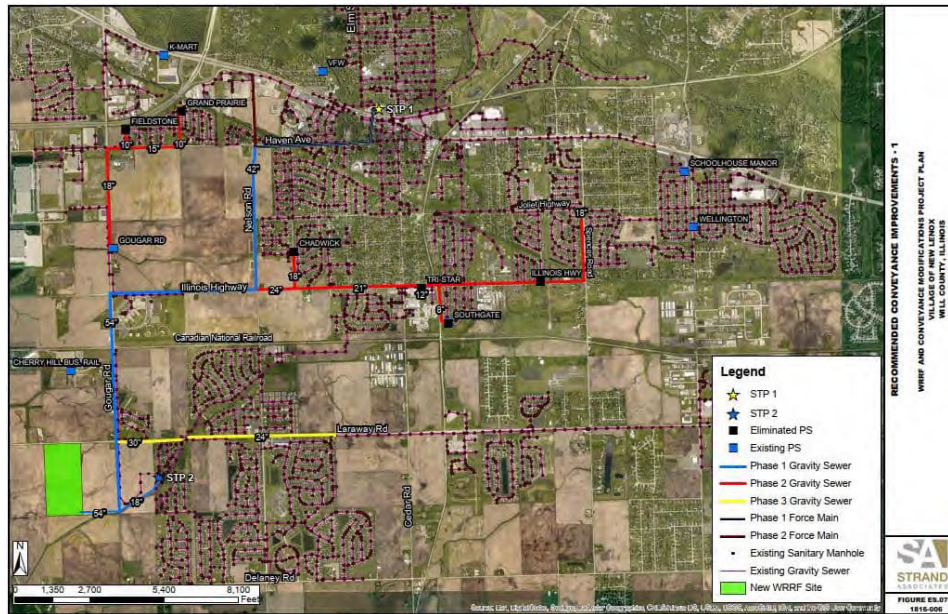


141st Street pumping station constructed in 2020.

Client Reference:

Kurt Carroll,
Village Administrator
815-485-6410
kcarroll@newlenox.net

treatment plant (STP), located in downtown New Lenox, with the Cedar Road pumping station and force main to convey flows to the new regional WWTP.



The collection system model was used to identify a number of capital improvement projects to alleviate localized wet-weather issues, meet the Village's projected 20-year growth, and convey wastewater to a new water resource recovery facility site.

We worked with Village staff during planning to evaluate several pumping station arrangements and force main routes. Ultimately, the Village decided to proceed with design of a 32 MGD wet-well/dry-well pumping station with a single 36-inch-diameter force main to convey flow from the existing STP 1 site to a discharge location approximately 1 mile away.

This project is now 100 percent complete, and features of the project included the following:

- A dual-sided wet well that will allow future pumping station maintenance without taking the entire station out of service.
- A lower level of the dry well equipped with two 90 horsepower pumps and three 285 horsepower pumps. A bridge crane system allows Village staff to maneuver large pump components and valves for maintenance purposes.
- An intermediate level above the dry well that houses isolation and check valves for each pump, enabling easy access for valve operation and maintenance.
- An Electrical Room, Mechanical Room, and employee restroom in the upper level. The Electrical Room houses VFDs for each pump as well as additional electrical equipment for the station. The Mechanical Room houses a carbon cartridge odor control unit and other mechanical and heating, ventilation, and air conditioning (HVAC) equipment.
- A design that incorporates a future mechanically cleaned bar screen, if pump maintenance becomes an issue.
- A 1,200-kilowatt diesel generator capable of powering the entire station for 24 hours.
- Approximately 5,200 feet of 36-inch ductile iron force main to discharge to a new 54-inch interceptor sewer to the new regional WWTP.

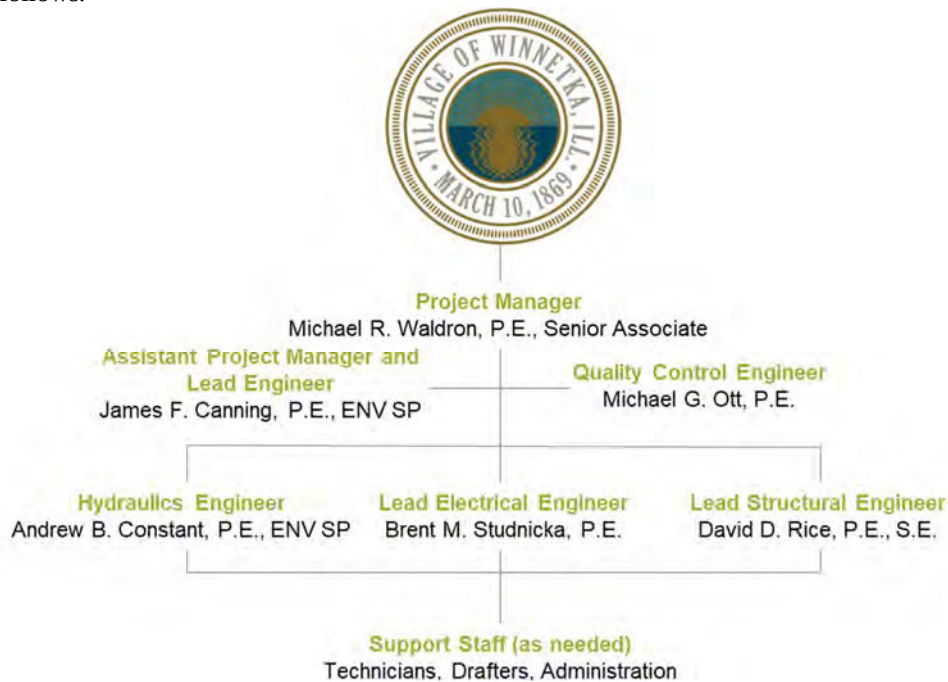


Project Team

Proposed Team Brings Broad Experience and Specialized Expertise with All Aspects of Lift Station and Force Main Assessment and Design

We have identified a team of engineers with significant experience in a broad range of sanitary pumping and conveyance engineering issues. The Project Manager will be **Mike Waldron, P.E.**, who brings a long history of managing sewer utility projects and is well known to the Village of Winnetka. Mike will be assisted by **Jimmy F. Canning, P.E.**, who brings 6 years of sanitary and stormwater pumping experience and has also worked with the Village on similar projects. Mike and Jimmy will be supported by a team of professionals with expertise in each aspect of this design project, including electrical, controls, mechanical, and structural specialties.

The following chart indicates the assigned responsibilities of our key project team members. A summary of each individual's pertinent qualifications and experience follows.



Project Manager

Michael R. Waldron, P.E., Senior Associate, will serve as Project Manager and the Village's primary contact. Mike will track the activities of the project team and keep the Village informed on project status, issues, and results. With a B.S. in Civil Engineering from Bradley University, Mike has been in our Joliet office for 33 years and is the department coordinator for our Municipal Engineering group. Mike has been involved with all sanitary conveyance and pumping projects out of our Joliet office and has worked with several communities to develop conveyance system plans, as well as provide design and construction-related services.

Mike has designed more than 20 sanitary and stormwater pumping stations for various municipalities and sanitary districts, including three stormwater pumping stations for the Village of Winnetka. He is experienced in stations ranging in size from 100 gallons per minute (gpm) to 4,000 gpm. Mike was Project Manager or Quality Control Engineer for most of the projects in our *Experience Statement*, including the projects for Bensenville, FRWRD, Channahon, Glencoe, Lockport, and New Lenox.



Mike is a seasoned Municipal Engineer with more than 30 years of wastewater conveyance experience.



Assistant Project Manager and Lead Engineer

James F. Canning, P.E., ENV SP, has 6 years of municipal engineering experience, including sanitary and stormwater pumping station design and construction. He has a B.S. and M.S. in Civil Engineering from St. Louis University and University of Illinois at Urbana-Champaign respectively. Jimmy also brings experience with sanitary and storm sewer conveyance design and construction, roadway reconstruction and resurfacing, and stormwater management.

Most recently, Jimmy served as Assistant Project Manager and Lead Engineer on our 141st Street Pumping Station project in Lockport and recently all three stormwater pumping stations in Winnetka. Jimmy will assist Mike with project management duties and will provide lead design engineering services for this project.



Jimmy has 6 years of experience with sanitary and stormwater pumping and conveyance projects.

Quality Control Engineer

Michael G. Ott, P.E., has a B.S. in Civil Engineering from Bradley University and has worked for our firm for 16 years, focusing on wastewater systems primarily in conveyance and pumping. Mike has significant experience with sewer system planning and hydraulics, as well as wastewater pumping systems. Mike has been either Project Manager or Project Engineer on several pumping station projects, including a variety of station types – traditional submersible stations, wet-/dry-well submersible stations, and screw pumping stations. Mike's recent pumping station projects include the Cedar Road Pumping Station and Force Main Improvements in New Lenox, and Pumping Station No. 31 and the North Aurora Pumping Station Improvements for the Fox Metro Water Reclamation District. Mike is also an active member in the Illinois Association of Wastewater Agencies (IAWA), where he is a contributing member of the Collection Systems Technical Committee.



Mike has led design teams for several sanitary pumping and sewer projects.

Hydraulics Engineer

Andrew B. Constant, P.E., ENV SP, has been with us in our Madison office for 10 years and has experience in plan development, design, and construction observation of numerous pumping station, force main, and utility projects. He has a B.S. in Civil Engineering from University of Iowa. As the Hydraulics Engineer, Andy will be responsible for reviewing the existing and proposed pumping system hydraulics design to verify that the new station meets the Village's desired operating conditions. Andy's recent relevant experience includes pumping station and force main designs and assessments for the pumping station projects for Winnetka, Lockport, Fox River Water Reclamation District, and Fox Metro Water Reclamation District.

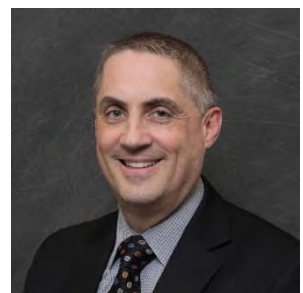


Andy has managed and/or designed many stormwater and wastewater pumping stations throughout the Midwest.

Lead Electrical Engineer

Brent M. Studnicka, P.E., has 35 years of experience designing municipal and industrial electrical controls and supervisory control and data acquisition (SCADA) systems and is also well-versed in power distribution and generation systems. He has a B.S. in Electrical Engineering from University of Wisconsin-Platteville. Brent's expertise includes control, communication, security, fire alarm, SCADA, and energy monitoring systems. Brent has been a member of the International Society for Automation (ISA) since 2000 and regularly presents to municipal organizations like the American Water Works Association (AWWA) on the topic of municipal SCADA systems. **Brent recently gave a SCADA204 - Telemetry Systems training hosted by the Village of Mundelein and attended by Village of Winnetka staff Dustin Eccles and Robert Prickett.**

Brent has provided electrical system and SCADA design services for numerous Illinois communities, including Joliet, Carpentersville, Channahon, Deerfield, Dixon, Elmhurst, Lindenhurst, Frankfort, Lemont, Roselle, Sandwich, and others as well as several water and wastewater treatment entities, including the Illinois American Water Company, Kankakee River Metropolitan Agency, Thorn Creek Basin Sanitary District, Utilities Inc., and others.



Brent has extensive experience in power distribution and generation systems for municipal and industrial clients.



Lead Structural Engineer

David D. Rice, P.E., S.E., in our Madison office, has been with us for 37 years and has extensive experience in the structural design and construction administration/observation of wastewater and water treatment facilities for communities in Wisconsin, Illinois, Iowa, Indiana, Ohio, Kentucky, West Virginia, and Mississippi. He has a B.S. in Civil/Environmental Engineering from University of Wisconsin-Platteville and an M.S. in Structural Engineering from University of Wisconsin-Madison. His past wastewater treatment plant (WWTP) and lift station projects have included structural design of treatment and control buildings, clarifiers, aeration tanks, sludge storage tanks and buildings, pumping stations, miscellaneous tank and building modifications, site retaining walls, and administration buildings. Dave served as the senior structural design engineer for our projects for the Glenbard Wastewater Authority, Joliet, Lindenhurst, Dixon, and Roselle, Illinois; Fond du Lac, Walworth County Metropolitan Sewerage District, Stevens Point, Fontana-Walworth Water Pollution Control Commission, Marshfield, Mount Horeb, and Brookfield, in Wisconsin; and Morgantown and Parkersburg Utility Board, in West Virginia.



Dave has decades of experience in the structural design of wastewater treatment facilities for communities throughout the Midwest and beyond.

Statement of Availability

The personnel on the proposed project team have time in their schedules to assist the Village. If awarded the contract and once a project is defined, we will input project hours into our scheduling program to dedicate the time necessary to the schedules of each project team member.

About Our Scheduling Program

Our customized staff scheduling program helps determine staff availability relative to project deadlines. The program contains currently scheduled hours for employees up to 2 years from the present date. Project Managers can run reports to determine how many total hours are scheduled and for which project(s) a staff member is assigned. This program also integrates with our accounting system to facilitate billing.



Team's percentage of availability leads to responsive, timely service.

At the start of every project, the Project Manager enters the associated hours assigned for each staff member each month. All projects in the scheduling program are updated monthly and staff availability is reviewed at that time to distribute workload appropriately among employees. We can then affirm that ample time is available for staff to meet project deadlines.

By utilizing our integrated scheduling program to project current staff workload and upcoming project deadlines, we can determine if completing tasks or meeting deadlines for a specific project may become an issue. We can then reallocate internal resources, as necessary, before an issue develops. We are confident the availability of our team is more than sufficient to meet the Village's project schedule, as substantiated by the accompanying graph. This graph shows our proposed team's current workload and ability for new projects. It is based on our scheduling program data as of September 2024.



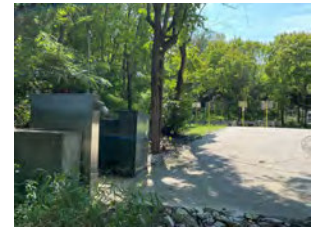
Project Understanding and Approach

Thorough Understanding of the Village's Needs Results in a Proven Approach That Yields Reliable Force Main Improvements

The Village of Winnetka is interested in improving sanitary pumping conditions at the Ravines Lift Station. We visited the pumping station site, walked the existing force main route, and gathered preliminary information to develop the following understanding of the Village's specific needs and our plan to address those needs, which is the basis for our project approach.

Project Understanding

The existing Ravines Lift Station was originally built in 1985, and we assume that also makes the existing ductile iron force main nearly 40 years old. While ductile iron generally has a life expectancy beyond 40 years, it is not a recommended pipe material for sewerage applications, and the life expectancy has probably been reduced. The existing design did well to generally maintain an upward slope and reduce trapped air but some of the flatter lengths could create air pockets, which are where hydrogen sulfide attacks pipe walls. These are potential weak points for breakage which would be a serious problem for the Village. The Village's request for proposal (RFP) is seeking evaluation, alternative analysis, and design of rehabilitation and replacement of this existing force main.



Pump station controls were moved above ground.

- Project Limits** – The RFP indicates force main improvements will be from the existing pumping station on Sheridan Road south through the ravine to Fisher Lane and to Old Green Bay Road. But the Village is also interested in evaluating whether any of the service area tributary to the pumping station can be redirected to other gravity sewers, thereby, reducing the loading to the pumping station. This would be one of the first aspects we study to include approximation of existing tributary flows to the station and review of Village GIS rim and invert data for potential sewer rerouting. This information will be kept in mind with the other evaluations to determine if rerouting would efficiently bring substantive improvements to the Ravines pumping system.



The existing Ravines Lift Station submersible pumping station along Sheridan Road.



- **Rehabilitate and Replace** – While the Village is concerned with the reliability of the 1,450 feet of existing force main, there may be an opportunity to rehabilitate the existing force main for emergency redundancy. We have significant experience with pressure pipelining for rehabilitation, which would significantly extend the life of the existing main. We also have several years of experience with installation of new pressure pipe by trenchless construction methods, including recently completing more than 2,500 feet of 12-inch water main replacement across the Skokie Lagoons for the Village of Glencoe. This expertise will be critical in consideration of new pipe in the ravine and on Fisher Lane. Assessment of these possibilities is integrally tied to hydraulics and pumping.
- **Hydraulic Characteristics** – We will use record drawings from the Village to model the existing force main and use County LiDAR data to develop a conceptual route and model of a new force main. With these models, we will understand the hydraulic characteristics of each force main and be able to assess:
 - how lining of the existing force main will affect flow and head conditions.
 - how various pipe materials with corresponding pipe sizes will affect the hydraulics.
 - how modifications to the route, length, and profile of the proposed force main will affect hydraulics.
 - how all these parameters impact the pumps and pumping station features.

In turn, all this information will enable us to determine, as requested in the RFP, whether a portion of the existing force main can be converted to gravity flow, and the benefits of doing so.

- **Pumping Characteristics** – We will use operation and maintenance manuals, pump shop drawings, and pump curve data provided by the Village (if unavailable, we will work with the Village to get this information from the manufacturer) to determine the design capacity and pumping efficiency of the existing pump station. We will compare the pump curve data to the existing force main hydraulics and to our approximation of existing tributary flows to the station. But this assessment will only provide us with an understanding of the ‘theoretical’ current pumping characteristics. After decades of use on the pumps and the force main, it will be critical to run pump calibration to determine how age has affected the actual duty point of the station.
- **Pump Station Calibration** – Although not included in the RFP, we propose to perform drawdown testing on the existing station. This would be performed with the assistance of the Village operating in hand each pump and both pumps together for our staff to determine what the station is actually pumping. This information will be critical to finalize our system modeling and enable us to reliably perform an alternatives analysis for the existing and proposed force mains.
- **Pump Station Backup** – According to the RFP, the existing station tends to overflow when service is interrupted. We noted that the control panel has a standby generator socket, which we assume the Village can mobilize to restore electrical service. But service interruption can also come from a force main break or a pump failure.
 - As noted above, we will assess the effectiveness of lining and reusing the existing force main as an emergency bypass, should the primary force main fail. This will require assessment of the existing pumps on the lined pipe and how to manifold the existing and new force mains onto the same pumping system.
 - We will also gather from the Village the pump curve data for their existing 6-inch Hoffman pumps (or work with the Village to gather this information from



Our experience with trenchless applications will reduce impacts to the ravine and local roads.



the manufacturer) to assess whether they can provide temporary backup in case of pump failure. This would include adding a quick connection to the force main system.

- **Controls and SCADA** – We will evaluate the existing pumping station electrical service, starters, and controls and identify potential updates, including whether the system could be integrated with a future supervisory controls and data acquisition (SCADA) system.
 - Although not included in the RFP, our team has significant experience with SCADA systems for all sizes of municipal utility facilities. We propose to host up to two study sessions with Village staff to discuss considerations for a future village-wide SCADA system and how that might be implemented under a separate project and agreement.
- **Stormwater Coordination** – Members of our team are currently working with the Village on stormwater management improvements in the ravines subwatershed. That puts us in a unique position to coordinate improvements to the Ravines Lift Station and force main with potential stormwater management improvements in this location.
- **Land Acquisition** – We will gather plat mapping from the Village to review current easements, right of way, and property ownership to evaluate available land for proposed pumping station and force main improvements.
- **Coordination of Existing Service** – All proposed improvement will need to maintain existing sanitary pumping service during construction. We will consider this and evaluate potential phasing of improvements to maintain service, including the potential for bypass pumping.
- **Permitting** – In evaluation of potential improvements, we will include an assessment of the permitting required, primarily with Illinois Department of Transportation (IDOT) for Sheridan Road and Metropolitan Water Reclamation District of Greater Chicago (MWRD) for changes in sanitary service and discharge rates.
- **Alternatives Analysis and Preliminary Engineering** – All the assessments above will be documented in an alternatives analysis, along with a preliminary concept engineering design and a ‘basis of design’ for the project.



We can assist the Village in preparation for future SCADA updates.

Project Approach – Alternatives Analysis and Preliminary Engineering

- **Project Management**
We will develop a Project Management Memorandum that establishes the project goals and objectives, the project team and their roles, the quality review and quality control process, the project schedule, project budget, and deliverable tracking. We will provide the Village with a monthly report with our invoicing that indicates project progress, schedule updates, and budget status.
- **Kickoff Meeting**
We will schedule and administer a kickoff meeting between members of our design team and Village Public Works and Engineering staff. This meeting is important to review the project scope, schedule, budget, and communication plan.

At the kickoff meeting, we will gather additional background information such as updated GIS mapping of sewers and property boundaries, pump and controls operation and maintenance manuals, pump flow and head conditions, pump run-time



The Village may want to consider modification to the dual gravity sewers on Old Green Bay Road with this project.



data, available flow metering data from the gravity sewer system, and system maintenance logs. The most important information, however, will be input from Village staff who operate and maintain the pumping station, to determine their preferences for equipment and layout, access, and operation of the station, force main, and gravity sewers. We will prepare and distribute meeting minutes from the kickoff meeting.

- **Preliminary Assessments**

We recommend the project start with field and desktop assessments to inform preliminary engineering. Field assessments will include the following:

- **Topographic survey** – We will perform a topographic survey of the pumping station site to determine spatial locations of existing facilities and utilities at the site along with property and right of way. We will also include easement information provided by the Village.
- **Route survey** – At this time we do not anticipate conducting a full topographic survey of the existing force main or sewers but request the Village locate the force main. We will survey the force main locates to determine the existing force main route.
- **Site conditions assessment** – We will perform a cursory site assessment to consider key visible features at and around the site. We will also discuss with staff any concerns they have with site access and operation of the station.
- **Electrical assessment** – The existing electrical service and distribution, control, and telemetry equipment at the station will be inventoried with the associated conduit and wiring to understand current capabilities. Concepts will be reviewed to improve control equipment access.
- **Structural assessment** – A review of the wet well and valve vault will be conducted to determine existing condition and potential for modification of piping and valving to fit the eventual proposed improvements.

Field Assessments will include:

- Existing conditions assessment
- Inventory and confirm station components
- Electrical assessment
- Structural assessment

Desktop assessments include the following:

- **Review of gravity sewer** – We will evaluate the existing gravity sewer system to determine if any sewers can be rerouted away from the pumping station.
- **Development of a pumping station site layout exhibits** – Using the site survey, GIS mapping, and record drawings gathered from the Village, we will create a base drawing of the existing pumping station site, showing the site features and locations to assess potential improvements at the station.
- **Force main route and profile** – We will use the Village locates, GIS mapping, and County LiDAR to develop plan and profile exhibits of the existing force main. We will also include available property boundary and easement information from the Village. If the Village does not have this information, we will use Cook County mapping to compile available information.
- **Hydraulics and pumping evaluation** – We will review the existing force main and pumping station hydraulic data as discussed in our *Project Understanding*. We also propose to perform drawdown testing of the pumping station as noted below under *Supplemental Preliminary Engineering Services*.
- **Alternatives analysis** – As noted in our *Project Understanding*, we will evaluate potential alternatives for rehabilitation and replacement of the existing force main to address the Village's needs for improved sanitary pumping and backup capabilities. This analysis will include the following:
 - Modifications to the existing gravity sewer system
 - Potential new force main routing
 - Potential pipe and pipelining materials and sizing
 - Constructability, impacts to existing conditions, and anticipated restoration
 - Potential easement needs

Desktop Assessments will include:

- Development of site layout exhibits
- Mapping of property boundaries and known easements
- Desktop hydraulics evaluation
- Pumping and bypass capacity assessments

- Anticipated permitting
- Modifications to existing controls (SCADA assistance will be provided as part of *Supplemental Preliminary Engineering Services* noted below)

- **Stakeholder Engagement**

We will assist the Village in its communication with property owners immediately adjacent to the proposed improvements by providing written project descriptions and exhibits. No additional time has been included in our proposal for meetings or land acquisition with property owners, but we can assist the Village under an amendment to our agreement.

- **Basis of Design Memorandum**

A *Basis of Design Memorandum* will be developed documenting existing conditions, key considerations, selected improvements, and design parameters for the project.

- **Existing conditions summary** – The key information collected through the desktop and field assessments will be presented, accompanied by a summary of improvement alternatives relative to needs discussed above.
- **Force main improvements** – Potential existing force main rehabilitation and up to two new force main replacement improvements will be summarized and shown on exhibits.
- **Site and control modifications** – Up to two pumping station site layout improvements will be presented along with potential controls and SCADA readiness modifications.
- **Opinion of probable construction cost (OPCC)** – We will develop a preliminary engineering basis OPCC for up to two pump station site alternatives, two new force main route alternatives, force main rehabilitation, and if viable, one gravity sewer rerouting alternative.
- **Draft Memorandum** – A draft of the memorandum will be provided to the Village for review and comment.
- **Basis of Design review meeting** – We will meet with the Village to discuss the basis of design and select the desired improvements. We will prepare and distribute meeting minutes.
- **Final Memorandum** – Based on our discussion with the Village, we will finalize the *Basis of Design Memorandum* that will steer the Phase II Final Engineering design.

The Basis of Design Memorandum will include:

- Existing conditions summary
- Force main rehabilitation and replacement
- Site and control modifications
- Considered improvements
- Final design parameters

- **Supplemental Preliminary Engineering Services**

The following supplemental services were not specifically requested in the Village's RFP but are proposed here for consideration.

- **Pump station calibration** – We proposed to work with the Village operating the pump station to run drawdown tests on each pump and both pumps together to determine the actual pumping station duty points.
- **SCADA system discussion** – We propose up to two virtual study sessions with Village staff to discuss potential village-wide SCADA and how that might be implemented under a separate project and agreement. We will prepare and distribute minutes for each study session.

Project Approach - Phase II Final Engineering Design

- **Topographic Survey**

We will build on the pumping station survey and perform a topographic route survey along the selected force main and gravity sewer improvements to support development of engineering drawings. Approximately 1,600 feet of survey is anticipated from the Ravines Lift Station to Old Green Bay Road up to 50 feet wide or width of public right of way. Survey will reference existing survey control stations



under Illinois State Plane Coordinate System East Zone NAD83 with elevations based on NAVD88 and correlated to local benchmarks provided by the Village.

- **Private Utility Design Locate**

We will call in a design locate with Joint Utility Locating Information for Excavators (JULIE) to gather private utility mapping. We will maintain a utility communication log throughout final design and provide proposed engineering drawings to affected utilities for their relocation of conflicting utilities.

- **Geotechnical Investigations**

We anticipate gathering up to six soil borings to 15 feet deep and up to two pavement cores along the proposed force main and gravity sewer improvement corridor for geotechnical investigations, existing pavement structure determination, and clean construction demolition debris certifications.

- **Preliminary Design Development**

We will develop 50 percent complete preliminary drawings and associated OPCC for the Village's review and comment. The preliminary drawing set will include the following:

- o Title sheet
- o Existing conditions, project control, and demolition
- o Plan and profile
- o Select details

We will meet with the Village to review critical design items. We will prepare and distribute meeting minutes.

- **Plan in Hand Walk Through**

We will use the 50 percent complete preliminary drawings to walk the site and corridor to evaluate existing conditions and visualize the proposed improvements. We often perform this with Village staff to gather their feedback.

- **95 Percent Design Development**

Following the preliminary design meeting, we will proceed to 95 percent complete pre-final drawings, technical specifications, and opinion of probable construction cost (OPCC). We will provide documents to the Village for review and comment. The pre-final drawings will add the following:

- o General notes and summary of quantities
- o Soil erosion and sediment control
- o Maintenance of traffic
- o Restoration
- o Project details

We will meet with the Village to discuss comments. We will prepare and distribute meeting minutes.

- **Permitting**

Following review of 95 percent design by the Village, we will proceed with permitting applications to jurisdictional agencies. Permitting is anticipated with the following agencies:

- o Illinois Department of Transportation
- o Metropolitan Water Reclamation District of Greater Chicago
- o Illinois Environmental Protection Agency

- **Final Design Development**

Based on comments and final permits from governing agencies, we will proceed with final drawings, technical specifications, and OPCC. Bid and contract documents will be prepared and provided by the Village.

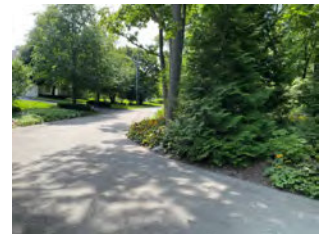
- **Final Documents for Bidding**

We will compile all documents into portable document format (PDF) for the Village to advertise and bid the project.

Bid-Related Services

- **Requests for Information and Addenda**

We will assist the Village in responding to contractor requests for information or questions during bidding and issue addenda, as necessary.



A plan-in-hand walk through helps identify conflicts and impacts, especially on the local roads.



Permitting with IDOT will be required for work in Sheridan Road ROW.

Project Schedule

Focused Schedule Effectively Meets Village’s Project Timeline

The schedule below shows our intended implementation plan for our proposed scope of services. As Project Manager, Mike Waldron will be responsible for the successful execution of this schedule.





Firm Profile

Organizational Strength and Commitment to Quality Established by 78 Years of Service

We have been providing exceptional civil and environmental engineering services to clients since 1946. We attribute our organizational strength to our talented engineers, effective management, and, most of all, commitment to nurturing long-term client relationships.

Our Corporate Mission states that we are “dedicated to helping clients succeed through excellence in engineering.” In accordance with this mission, we are continually expanding our staff and service offerings to broaden our base of experience and knowledge so that we can provide more creative and comprehensive solutions to meet the continually evolving needs of each client.

Our areas of specialization include civil and municipal engineering; stormwater management; water supply engineering; wastewater treatment and conveyance engineering; transportation engineering; electrical and heating, ventilation, and air conditioning (HVAC) engineering; building/facility engineering, architecture, and sustainable design; aviation; natural gas distribution; wetland delineation, mitigation, and restoration; ecosystem study and restoration; geographic information systems (GIS) and mapping; land development; construction observation; and financial assistance services.

To serve our partners effectively, we have multiple offices throughout the country, including in Joliet, Illinois; Madison and Milwaukee, Wisconsin; Columbus, Indiana; Columbus and Cincinnati, Ohio; Lexington and Louisville, Kentucky; Phoenix, Arizona; Brenham, Texas; Ames, Iowa; and Nashville, Tennessee.

Reliable Consulting Service Has Cultivated Long-Standing Client Relationships

Clients rely on us as a partner in addressing their engineering and science needs. We have developed and continue to maintain long-standing affiliations, many extending into several decades of service. Our service is flexible and tailored to the unique needs of each client. For some, we serve as appointed engineers and are active committee members; for others, we serve as specialty consultants to their in-house staff on an as-needed basis.

We understand the value clients place on *consistency* of personnel and *continuity* in project development. Accordingly, we expend every effort to make sure that the team initially chosen is involved with a project from beginning to end.

Dedicated, Results-Oriented Staff Yields High Level of Service to Clients

Clients find reassurance in the fact that each of our engineers is supported by the expertise of a multidisciplinary engineering firm. This approach enables use of all our resources while maintaining the personal involvement associated with a single point of contact – an individual trained to assist through plan development, design, and implementation.

Our expert staff of 495 employees embodies the academic backgrounds and experience of all disciplines normally necessary to complete a project successfully. More than 60 colleges and universities are represented on our staff. Our engineers average more than 11 years of experience, and the majority are licensed or have advanced degrees. We are managed by our active engineering staff.

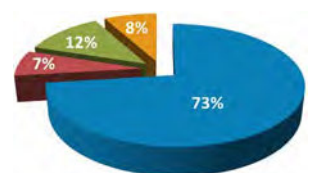
Through trust, reliance, and professional relationships, clients have enabled us to achieve 78 years of excellence in engineering.

RANKED 21st IN THE MIDWEST TOP DESIGN FIRM 2023
by Engineering News-Record Midwest



Winnetka will be served primarily from our Joliet, Illinois office at 1170 Houbolt Road, Joliet, IL 60431.

Our commitment to long-term client relationships is a major factor in our success.



- Professional Engineers/Specialists
- Other Professionals
- Technical Support
- Administrative Support



Standard Contract Notes

A Fair and Equitable Contract is Best for All Parties

After selection, we will discuss with Village staff the final terms and conditions, scope of services, schedule, and fee for this project. We will then develop a final agreement for execution, which we anticipate will be similar to the attached sample agreement.

The following are our proposed modifications to the Village's standard Professional Services Agreement:

- 1) **Page 2 of the Appendix A: Section 3. Compensation and Method of Payment, B. Invoices and Payment:** *The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.*
 - a. **Proposed modification:** to remove the words '60 days' and replace with '30 days'. We would prefer 30 days.
- 2) **Page 4 of Appendix A: Section 6. Standard of Services and Indemnification, B. Indemnification:** *The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses, (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.*
 - a. **Proposed modification:** to add the word 'negligent' between the words 'Consultant's' and 'performance'. Therefore, it will read, "...Consultant's negligent performance..."
- 3) **Page 6 of Appendix A: Section 7. Consultant Agreement General Provisions, F. Default, 3. Withholding of Payment by Village:** *The Village may withhold from any payment whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.*
 - a. **Proposed modification:** to add the words 'upon notification to Consultant' after the phrase 'may recover from the Consultant'. Therefore, the phrase will then read, "The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, upon notification to Consultant..."
- 4) **Page 7 of Appendix A: Section 7. Consultant Agreement General Provisions, K. Ownership:** *At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.*
 - a. **Proposed modification:** to add the sentence 'Reuse of the Documents shall be at the sole risk of the Village and without liability to the Consultant' after the above sentence in that section.
- 5) **Page 9 of Appendix A: Section 8. General Provisions, G. Time:** *Time is of the essence in the performance of all terms and provisions of this Agreement.*
 - a. **Proposed modification:** To remove the phrase 'of the essence' and replace with the word 'important'. Therefore, it will read, "Time is important in the performance of all terms and provisions of this Agreement."

Professional

Engineering

Services

Force Main Rehabilitation and Replacement

RFP #024-004

Cost Proposal

Village of Winnetka,
IL

August 14, 2024





Local Public Agency	County	Section Number
Village of Winnetka	Cook	NA
Prime Consultant (Firm) Name	Prepared By	Date
Strand Associates, Inc.	Waldron	8/9/2024
Consultant / Subconsultant Name	Job Number	
Strand Associates, Inc.	NA	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

ALTERNATIVES ANALYSIS AND PRELIMINARY ENGINEERING

PAYROLL ESCALATION TABLE

CONTRACT TERM	6 MONTHS	OVERHEAD RATE	165.00%
START DATE	9/3/2024	COMPLEXITY FACTOR	1
RAISE DATE		% OF RAISE	2.00%
END DATE	3/2/2025		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/3/2024			

Local Public Agency

Village of Winnetka

County

Cook

Section Number

NA

Consultant / Subconsultant Name

Strand Associates, Inc.

Job Number

NA

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)	6.4	\$10.00	\$64.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	768	\$0.67	\$514.56
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	6.4	\$8.00	\$51.20
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	135.2	\$15.00	\$2,028.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost	80	\$2.92	\$233.60
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost	2.4	\$2,070.00	\$4,968.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)	2	\$385.00	\$770.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$8,629.06

Strand Associates, Inc.

Cook

NA

NA

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE	165.00%
---------------	---------

COMPLEXITY FACTOR **1**

[illegible]

Local Public Agency

Village of Winnetka

Consultant / Subconsultant Name

Strand Associates, Inc.

County

Cook

Section Number

NA

Job Number

NA

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Project Startup and Kickoff Meeting			Preliminary Assessments - Field			Preliminary Assessments - Desktop			Stakeholder Engagement		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	6.0	2.97%	2.55	6	20.00%	17.20												
Project Manager	86.00	39.0	19.31%	16.60	16	53.33%	45.87	6	28.57%	24.57									
Quality Control Engineer	65.31	5.0	2.48%	1.62				1	4.76%	3.11									
Lead Engineer	48.06	94.0	46.53%	22.36	4	13.33%	6.41	10	47.62%	22.89									
Hydraulics Engineer	55.56	11.0	5.45%	3.03				2	9.52%	5.29									
Lead Electrical Engineer	86.00	17.0	8.42%	7.24				1	4.76%	4.10									
Lead Structural Engineer	86.00	4.0	1.98%	1.70															
Field Technician	36.67	14.0	6.93%	2.54															
Administration	39.58	12.0	5.94%	2.35	4	13.33%	5.28	1	4.76%	1.88									
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
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		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		202.0	100%	\$60.00	30.0	100.00%	\$74.75	21.0	100%	\$61.84									



Local Public Agency	County	Section Number
Village of Winnetka	Cook	NA
Prime Consultant (Firm) Name	Prepared By	Date
Strand Associates, Inc.	Waldron	8/9/2024
Consultant / Subconsultant Name	Job Number	
Strand Associates, Inc.	NA	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PHASE II FINAL ENGINEERING DESIGN

PAYROLL ESCALATION TABLE

CONTRACT TERM	6 MONTHS	OVERHEAD RATE	165.00%
START DATE	9/3/2024	COMPLEXITY FACTOR	1
RAISE DATE		% OF RAISE	2.00%
END DATE	3/2/2025		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/3/2024			

Village of Winnetka

Cook

NA

Strand Associates, Inc.

NA

Local Public Agency

Village of Winnetka

County

Cook

Section Number

NA

Consultant / Subconsultant Name

Strand Associates, Inc.

Job Number

NA

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)	9.6	\$10.00	\$96.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	1152	\$0.67	\$771.84
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	9.6	\$8.00	\$76.80
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	202.8	\$15.00	\$3,042.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost	120	\$2.92	\$350.40
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost	3.6	\$2,070.00	\$7,452.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)	3	\$385.00	\$1,155.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$12,942.04

BLR 05514 (Rev. 02/09/23)

Local Public Agency

Village of Winnetka

[illegible]

Strand Associates, Inc.

County

Cook

Section Number

NA

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Plan-in-Hand Walk Through				Pre-Final (95%) Design				Pre-Final Design Meeting				Permitting				Final Design				Documents to Village for Bidding			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	86.00																								
Project Manager	86.00	2	33.33%	28.67	8	8.89%	7.64	2	28.57%	24.57										2	33.33%	28.67			
Quality Control Engineer	65.31				6	6.67%	4.35																		
Lead Engineer	48.06	4	66.67%	32.04	60	66.67%	32.04	4	57.14%	27.46															
Hydraulics Engineer	55.56																								
Lead Electrical Engineer	86.00				12	13.33%	11.47																		
Lead Structural Engineer	86.00																			4	14.29%	12.29			
Field Technician	36.67																								
Administration	39.58				4	4.44%	1.76	1	14.29%	5.65	4	14.29%	5.65	4	14.29%	5.65	4	14.29%	5.65	2	33.33%	13.19			

REQUEST FOR PROPOSALS

VILLAGE OF WINNETKA



FORCE MAIN REHABILITATION AND REPLACEMENT

RFP #024-004

ISSUED: July 25th

RESPONSES DUE: August 14th

I. INTRODUCTION AND PROJECT DESCRIPTION

The Village of Winnetka invites qualified firms to submit a proposal for a force main rehabilitation and replacement project as outlined in the Scope of Work (the “Work”). **The final deliverable shall be complete plans, specifications, and estimate suitable for public bidding.**

The selected consultant (“Consultant”) will be invited to enter into a final agreement generally consistent with the Contract attached as Exhibit A (“Contract”). The Village Council has the ultimate authority to approve any proposal and to authorize execution of the Contract..

II. SCOPE OF WORK

The Consultant shall provide all services included the Specifications found under Attachment A of the Contract.

III. MINIMUM BIDDER’S QUALIFICATIONS

The Village encourages proposals from any proposers that meet the following minimum qualifications:

- Proposers should have a minimum of ten years providing substantially similar services to those outlined in the Scope of Services.

IV. SUBMITTAL REQUIREMENTS

The deadline for submittals is **August 14th, 2024**. Three (3) paper copies and one (1) electronic copy of the submittal (as detailed further below) should be delivered to:

VILLAGE OF WINNETKA FINANCE DEPARTMENT
510 GREEN BAY ROAD
WINNETKA, ILLINOIS 60093
dduckworth@winnetka.org

The proposal shall be signed by an official authorized to bind the firm and must contain a statement to the effect that the proposal is valid for ninety (90) days. Proposals that contain omissions, erasures, alterations, conditional quotes, or that contain irregularities of any kind may be rejected.

Proposers shall submit two separate sealed packets for the Village’s consideration. The first packet shall involve the proposer’s qualifications as shall be clearly marked as “Technical Proposal”. This packet shall furnish evidence satisfactory to the Village that the proposer can successfully complete the Work as specified.

The first envelope, clearly identified as "Technical Proposal" shall be limited to 30 pages total and contain the following information:

1. Executive Summary: A letter of transmittal to include the statement of interest and summarize the firm’s qualifications and areas of expertise. The letter should include firm

- name, address, and telephone number; contact person, and table of contents. It must also include a clear and concise response as to why the Village of Winnetka should select your firm for this work.
2. A detailed description of similar projects successfully completed by the firm in the past ten years. Relevant experience illustrating the firm's capabilities which must include description of work performed at other public agencies specifically managed by the designated Project Manager. Cite specific projects of a similar nature to the project described herein. Include the name, telephone number, and email address of a contact person for each client who can verify the information provided. Listing of current projects and percent complete.
 3. Resume of the Project Manager that will be assigned to work as the "lead person" on this project and be the Village's liaison. This individual must be a licensed civil engineer. Include a detailed description of the assigned Project Manager's experience in drainage improvements, specifically identifying the projects.
 4. Firm personnel experience - A listing of team personnel who will actually be assigned to perform substantial amounts of the work on this project. Provide a resume and experience record for each person, including years of experience, education and anticipated amount of time each will actually work on this project, and location of each person.
 5. Sub-consultant personnel experience - Names and addresses of any outside consultants, associates and contractors proposed to be involved with this project. Include each proposed sub-consultant's experience and qualifications as described above for firm's personnel.
 6. A detailed proposed scope-of-work and methodology consisting of individual tasks for the project.
 7. Project Schedule – A proposed time schedule and a method of assuring that the time schedule is met, including the name of the person responsible for the time schedule. Please include an estimated two weeks of review time for each project deliverable due to the Village.
 8. Other Relevant Information: To include any other relevant information related to the firm's qualifications or proposal.
 9. Standard Contract Notes: To include any proposed modifications or exceptions the firm proposes to the Village's standard contract for the Village's consideration.

The second envelope, clearly identified as "Cost Proposal" shall contain the following information:

- The "time and material not-to-exceed" cost proposal should break down the various elements of cost for the project into individual tasks. The cost break down shall at the very minimum reflect the phases and sub-phases as described in this Request for Proposal. All fees and expenses should be incorporated into the cost proposal including all printing, photocopying, travel and miscellaneous costs, estimated to be accrued during the life of the contract. Also, include any escalation or inflation factors anticipated. No increase in fees will be allowed during the life of the initial contract.
- The Consultant shall identify the number of technical and professional personnel hours (project manager and key professionals) for each task or sub-task. Payment for services is anticipated to be based on man-hours, fee schedule (personnel rate) on a monthly basis.
- Include an hourly rate schedule by classification.

- The consultant shall provide separate subtotals for the alternative analysis/preliminary engineering phase and final Phase 2 final design with bid support.
- The cost proposal shall be prepared in the Illinois Department of Transportation Cost Estimate of Consultant Services format using BLR form 05513 or BLR 05514.

Proposers need only submit one digital of the “Technical Proposal.” Digital copies of the “Cost Proposal” shall not be submitted.

V. EVALUATION

The Village will complete a first round evaluation of the “Qualifications” packets of each proposer and may select a list of finalists for interview.

A panel of staff members will review the submitted proposals based on the evaluation factors noted. **Proposals will be evaluated primarily on the demonstrated ability of the project team members who will actually perform substantial amounts of the work on our project.** The combined Qualifications and Price Proposals will be evaluated by the Village according to the following criteria:

1. **Responsiveness.**

The proposer’s ability to respond to the needs of the Village and be receptive to requests of the Village. Attention will be given to firms that demonstrate this with a concise, informative response to this request.

2. **Qualifications of the Consultant and its Subconsultants (if any).**

The proposer’s and it’s subconsultants’ knowledge, expertise, skill and resources to complete the Work as specified. - Experience of the firm in similar work and record of successful results of that work. Also considered will be the firm’s ability to take on additional work, demonstrated understanding of the Village’s goals and purpose for this project, specific management approach and how the firm proposes to achieve the project’s time goals, how well the firm’s organizational structure shows sufficient depth for its present workload, and the firm’s ability to offer the breadth and quality of services required for the project. Feedback from references will also be considered where appropriate.

A firm provides the resources but the individuals assigned to a project are how the job gets done. The Village of Winnetka will give considerable weight to the individual qualifications of the project team members who will actually do most of the work on this project. Considerations will include qualifications of key personnel, project team member’s individual experience and other qualifications, project manager’s experience, sub-consultant’s individual experience and other qualifications.

3. **Relevant Experience**

The proposer’s record of capability based on past and current performance relevant to the Work.

4. **Proposal Cost**

Cost to provide the Services. The Village may consider cost in overall evaluation of the proposals. This project will not necessarily be awarded to the lowest priced proposal, but cost is one criterion that may be considered among the other factors. Efficient use of different classifications of employees will be taken into consideration.

5. Method.

The proposer's suggested method for completing the Work.

The Village reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or said proposal is selected.

All proposals submitted are subject to the Illinois Freedom of Information Act. Proposers are warned that the Village may be required to disclosure all or portions of their proposals under the Act. All proposers shall clearly mark any areas of their proposal deemed to be confidential (trade secrets, etc.) as such. Proposers are advised that each page containing confidential information must be individually marked as such.

VI. QUESTIONS AND CLARIFICATIONS

All questions regarding this Request for Proposals should be directed in writing to the Village's Assistant Finance Director, Dell Duckworth, at dduckworth@winnetka.org.

Questions will be accepted until 5:00 p.m. CST on August 7th, 2024. All questions and responses will be compiled and posted on the Village's website by August 12th, 2024.

All contacts regarding the proposal should be with the above-named individual only. Proposers should not contact other Village staff or Village officials.

The Village has a digital file of drawings for the relevant facilities that will be made available for viewing upon request. Drawings containing sensitive information may be required to be viewed in person.

VII. STANDARD TERMS AND CONDITIONS

Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting proposals. Issuance of this RFP does not obligate the Village to pay any costs incurred by a proposer in its submission of a proposal or conducting any necessary studies or creating any necessary designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

A proposer may withdraw its proposal, either personally or by written request, at any time prior to the deadline for submittals. No proposal may be withdrawn for 90 days after the date set for opening proposals. Proposals will be subject to acceptance during this period.

The Village reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the proposal with the lowest cost to the Village; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality will not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their proposal.

This request for proposal does not commit the Village of Winnetka to award a Contract, to pay any

costs incurred in the preparation of a response to this invitation, or to procure or Contract for services or supplies. The Village of Winnetka reserves the right to accept or reject any or all responses received as a result of this request for proposals or to cancel this request in part or in its entirety if it is in the best interest of the Village to do so.

APPENDIX A

VILLAGE OF WINNETKA PROFESSIONAL SERVICES AGREEMENT

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

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

SECTION 1. **CONSULTANT.**

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

Consultant Name ("*Consultant*"):

Address:

Telephone No.:

Email:

Project Name/Description: Provision of a Facilities Assessment Study

Agreement Amount:

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

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

SECTION 2. **SCOPE OF SERVICES.**

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

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

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

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

D. Claim In Addition To Agreement Amount.

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

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

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

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

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

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

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

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

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

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

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

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

With a copy to:

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

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

With a copy to:

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

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

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

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

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

J. Authority to Execute.

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

VILLAGE OF WINNETKA

By: _____

Village Clerk

By: _____

Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
SPECIFICATIONS

1. INTRODUCTION AND BACKGROUND

The Village of Winnetka is seeking a qualified professional service firm to complete the evaluation, alternative analysis, and design of a sanitary force main rehabilitation and replacement project.

The Village's intent is to select a single consultant to be utilized for the scope of work in 2024 at a set number of hours and hourly rates.

The Village of Winnetka operates a sanitary lift station located between 1055 and 1077 Sheridan Road. The lift station was originally installed in 1985. The lift station was subsequently reconfigured to relocate the controls above grade.

The force main has reached the end of its useful life and requires rehabilitation and replacement. The lift station drains a significant catchment and quickly overflows when service is interrupted.

Project Limits

The projects limits are defined as from the Ravines Lift Station and the sanitary force main south along Sheridan Road, up the easement, and along Fisher Lane to discharge to gravity at Old Green Bay Road. The scope shall also include evaluating the existing upstream gravity system and whether any portion of the system can be rerouted away from the lift station.

Project Elements

The anticipated project elements may include some or all of the following:

- Lining and bypass systems
- Forcemain Trenchless Construction Design
- Lift Station Modification
- Pavement Patching
- Traffic Control

2. SCOPE OF WORK

Tasks and Deliverables

The Village of Winnetka is requesting proposals from qualified firms that specializes in Civil Infrastructure and drainage design work, and is able to provide the labor, material, equipment, supervision, and related services necessary to complete the work for the rehabilitation and replacement of approximately 1450 feet of force main. The work shall include, but not be limited to, all necessary research, field inspections, topographic surveys, geotechnical investigation, calculations and studies necessary to determine the best solution to the identified project. The successful engineering firm shall prepare separate detailed plans, calculations, specifications, bid documents and an estimate of probable cost for the project, as well as any and all permits from any agencies having jurisdiction over or within the project and/or project limits as identified above.

The Consultant's role will be to carry out the scope of work described in this document. The Consultant may modify the desired scope if, based on their professional expertise and knowledge, they can provide an approach that will more effectively address the goals of this project; however the Consultant shall, at a minimum, satisfy parameters required by IDOT and MWRD.

The scope of services for this project shall include Phase II – Design Engineering. The following scope of services is provided as a guide for the proposers. It is intended to identify the minimum service level expected from the successful firm and as such should be modified and augmented based upon the experience of the firm as necessary to complete the project.

In particular, the consulting firm selected to perform the services outlined in this RFP will be responsible for the following:

- Perform any necessary field surveying, data gathering, review and incorporation of Village Standards and State requirements, coordination with the Village, geometric and grade calculations, and all other data collection necessary to complete the Phase II plans, specifications and estimates.
- Research available utility records and identify utilities within the project limits.
- The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2007). Elevations to be based upon NAVD88 and local benchmarks.
- Determination of actual rehabilitation improvements needed
- Final design plans, specifications, and estimates

The Consultant shall prepare, during the concept and preliminary phases of the plan development, quantities and construction cost estimates for each of the project components.

Alternative Analysis and Preliminary Engineering

The selected consultant shall evaluate the follow prior to proceeding with the final design:

1. Evaluate existing easements and pipe routing.
2. Evaluate if any of the existing force main can be converted to gravity main.
3. Evaluate the existing lift station operations and if there any modifications that can be made to improve reliability.
4. Evaluate whether existing Village 6" Hoffman pumps have head and discharge capacity for bypass pumping in lieu of a pump failure and if so recommend modifications to lift station and force main to facilitate this emergency bypass operation.
5. Evaluate the extent of pipe lining and trenchless pipe replacement.
6. Recommend any lift station modification to support future SCADA service.
7. Evaluate if any the upstream basin can be routed to gravity drainage and reduce the load on the lift station.
8. Prepare alternative design which limits excavation on private road (Fisher Lane) to the maximum extent possible.
9. Evaluate feasibility and functionality of a redundant parallel pipe design within the ravine consisting of installing a new pipe and then lining the existing pipe.

The Consultant shall prepare an alternative analysis including considerations for rehabilitation, pipe realignments, pipe replacement, emergency pump deployment, and pipe network modifications. A preliminary concept design of the final alternate will be prepared.

Phase II Final Engineering Design

Consultant shall coordinate with Village staff to establish design criteria. Consultant shall conduct a field walk to determine potential design and construction conflicts and verify field topography data. Consultant shall review design criteria, key issues and recommend a layout for the project and obtain the Village approval of the proposed design.

Consultant shall prepare a drawing package consisting for the construction of the rehabilitation project. The package of drawings shall include construction details to construct the improvement. Consultant shall submit for Village review 50% and 95% design drawings. Final design drawings shall be complete bid-ready plan drawings. Phase II engineering shall include all necessary information required to comply with MWRD permit requirements.

Expected sheets to be included in the plan set are:

- Title sheet
- General Notes
- Summary of Quantities
- Project Control
- Existing Conditions and Removal
- SWPPP
- Plan and Profile
- Restoration/Landscape
- Project Details.

Engineer's Quantity and Cost Estimate

Consultant shall prepare an Engineer's Quantity and Cost Estimate that will be submitted as part of each of the 50%, 95% and 100% submittals.

Construction Specifications and Bid Documents

Consultant shall prepare the technical section of the construction specifications for the project. The following is a general list of technical references that may be applicable to this project. The Consultant will be responsible for complying with the current editions of the listed references:

- Illinois Department of Transportation – Standard Specifications for Road and Bridge Construction
- ADA Accessibility Guidelines
- Manual on Uniform Traffic Control Devices (MUTCD)
- Standard Specifications for Water & Sewer Main Construction in Illinois
- Illinois Urban Manual.

Consultant shall compile these specifications and proposal documents with Village of Winnetka "boiler plate" documents.

Should there be conflicts between IDOT or other standards, the Consultant will bring this conflict to the attention of the Village of Winnetka. The Village of Winnetka Director of Engineering shall decide the appropriate course of action.

Engineering Support During Bidding

Plan Interpretation and Bidding Assistance

Consultant shall provide construction plan interpretation and consultation during the bidding phase of the project. Consultant shall assist the Village in preparing bid addenda as required to provide clarification to drawings and response to Request for Information (RFI).

Meetings and Reports

Coordination and Progress Meetings

Conduct quarterly progress and coordination meetings at Public Works building with Village staff. Prepare and distribute meeting minutes and project status reports. Schedule and attend meetings with the Village as necessary, to review and discuss specific issues not covered during progress meetings.

Monthly Reports

Prepare monthly summary design reports indicating job status, schedule update and current project costs.

Meeting Minutes

Prepare meeting minutes and distribute for comment before finalizing.

Attendance at Meetings

The Village desires the selected Consultant to work closely with engineering staff and to complete the drainage improvement project. The Consultant will budget (at a minimum) attendance at the following meetings over the duration of the project:

- 1 kick-off meeting with the Engineering and Public Works staff
- 3 progress meetings with Engineering and Public Works staff

The Consultant shall manage the MWRD plan submission/approval process and prepare and coordinate all required submissions, approvals, permits, etc.

3. TERM AND COMPLETION DATE

The proposed contract is through December 31, 2024 unless otherwise modified by a change order as outlined under this Scope of Work in Section 4 or is renewed as outlined in Section 2 of the Scope of Services set forth in Appendix A.

4. CHANGE ORDERS

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

5. PAYMENT

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

- A. Narrative progress reports

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

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

END OF SPECIFICATIONS AND SCOPE OF WORK

EXHIBIT B

PROPOSAL

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]

[SHALL INCLUDE SCHEDULE]

EXHIBIT C

Supporting Technical Information for use in Preparing the Proposal.

VILLAGE OF WINNETKA, ILLINOIS

REHABILITATION OF THE SANITARY SEWER SYSTEM

PRESIDENT

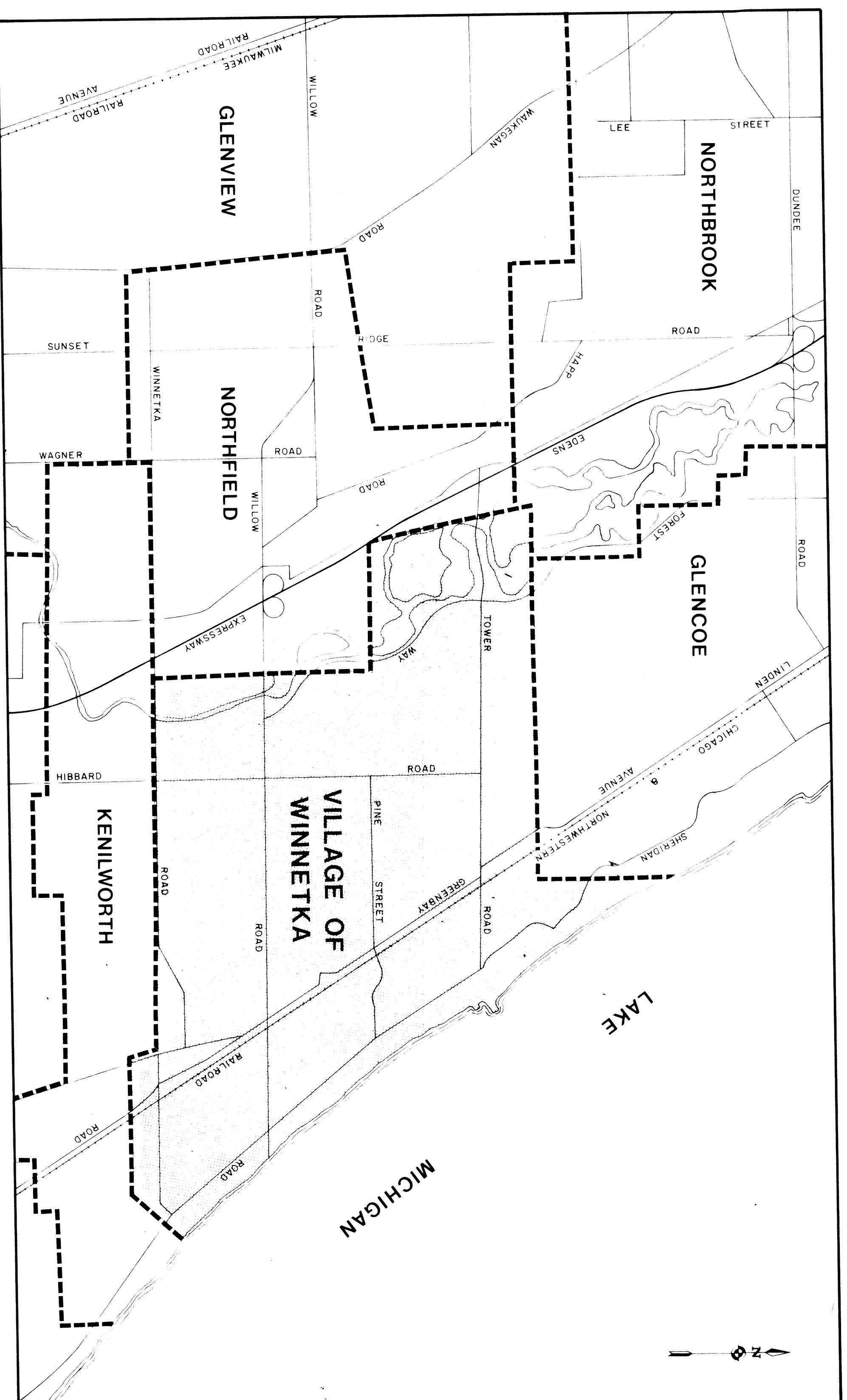
GWENDOLYN TRINDL

TRUSTEES

N CLARINE HALL

FRED LANGE

HENRY SYNEK



CONTRACT DOCUMENTS VOLUME II

VILLAGE OFFICIALS

ROBERT BUECHNER VILLAGE MANAGER

DEAN CAMERON VILLAGE ATTORNEY

MAX WHITMAN DIRECTOR OF PUBLIC WORKS,

VILLAGE ENGINEER

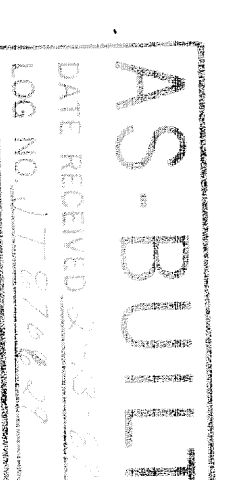
STEVE CAPPON CIVIL ENGINEER

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

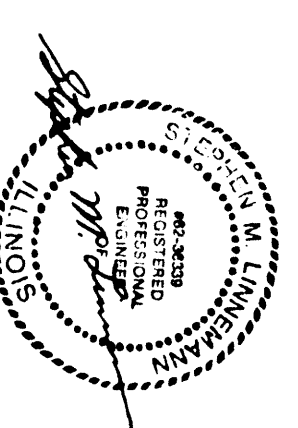
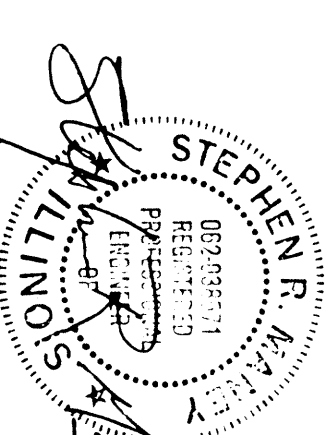
CONSTRUCTION GRANT NO. C-172353-03

RJN ENVIRONMENTAL ASSOCIATES, INC.
CONSULTING ENGINEERS

WHEATON, ILLINOIS



True copy of plans on file with
Metropolitan Sanitary District
of Greater Chicago Sewerage
Permit 84-03



RECORD DRAWINGS
THESE DRAWINGS HAVE BEEN PREPARED IN PART
WITH INFORMATION FURNISHED BY OTHERS.
R J N ENVIRONMENTAL ASSOCIATES, INC. WILL NOT
BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS
WHICH HAVE BEEN INCORPORATED INTO THESE
DRAWINGS AS A RESULT.

84-03

RECORDED
INDEXED

RECORD DRAWINGS
OCTOBER, 1988

DRAWING INDEX		
SHEET NO.	DESCRIPTION	
	COVER SHEET	
1	DRAWING INDEX AND WORK ITEM DESCRIPTION	
2	LOCATION MAP - BASIN PLAN	
3	MANHOLE REHABILITATION SCHEDULE (JOB NUMBERS 1 - 200)	
4	MANHOLE REHABILITATION SCHEDULE (JOB NUMBERS 201 - 400)	
5	MANHOLE REHABILITATION SCHEDULE (JOB NUMBERS 401 - 600)	
6	MANHOLE REHABILITATION SCHEDULE (JOB NUMBERS 601 - 800)	
7	MANHOLE REHABILITATION SCHEDULE (JOB NUMBERS 801 - 850)	
8	TYPICAL MANHOLE INFILTRATION AND INFLOW SOURCES	
9	MANHOLE REHABILITATION DETAILS (WORK ITEMS 1-2)	
10	MANHOLE REHABILITATION DETAILS (WORK ITEMS 3-5)	
12	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1021-1027)	
13	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1028-1046)	
14	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1047-1061)	
15	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1062-1068)	
16	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1069-1078)	
17	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1079-1095)	
18	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1096-1113)	
19	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1114-1125)	
20	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1126-1135)	
21	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1136-1145)	
22	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1146-1156)	
23	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1157-1162)	
24	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1163-1172)	
25	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1173-1178)	
26	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1179-1190)	
27	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1191-1199)	
28	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1200-1219)	
29	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1220-1237)	
30	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1238-1250)	
31	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1251-1261)	
32	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1262-1278)	
33	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1279-1297)	
34	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1298-1317)	
35	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1318-1335)	

DRAWING INDEX		
SHEET NO.	DESCRIPTION	
36	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1336 -1361)	
37	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1362 -1368)	
38	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1369 -1383)	
39	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1384 -1388)	
40	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1389 -1401)	
41	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1402 -1413)	
42	REMOVAL OF CROSS CONNECTION (JOB NUMBERS 1414 -1415) AND LINE ABANDONMENTS AND SEWER CONNECTION PLUGGING DETAIL.	
43	SEWER LINE GROUTING DETAIL AND SCHEDULE(WORK ITEM 7)	
44	REPAIR OF SANITARY SEWER LINES (JOB NUMBERS 2001-2003)	
45	REPAIR OF SANITARY SEWER LINES (JOB NUMBERS 2001-2052)	
46	REPAIR OF SANITARY SEWER LINES (JOB NUMBERS 2004-2007)	
47	REPAIR OF SANITARY SEWER LINES (JOB NUMBERS 2008-2012)	
48	REPAIR OF SANITARY SEWER LINES (JOB NUMBERS 2013-2017)	
49	REPAIR OF SANITARY SEWER LINES (JOB NUMBERS 2018-2025)	
50	REPAIR OF SANITARY SEWER LINES (JOB NUMBERS 2026-2028)	
51	REPAIR OF SANITARY SEWER LINES (JOB NUMBERS 2029-2032)	
52	REPAIR OF SANITARY SEWER LINES (JOB NUMBERS 2033-2034)	
53	REPAIR OF SANITARY SEWER LINES (JOB NUMBERS 2035-2039)	
54	FORCE MAIN AND RELIEF SEWER LOCATION MAP	
55	GREENWOOD AVENUE (JOB 3001) STA. 0+00 TO STA. 4+13	
56	GREENWOOD AVENUE (JOB 3001) STA. 4+13 TO STA. 9+02	
56A	GREENWOOD AVENUE (JOB 3001) STA. 9+02 TO STA. 12+19	
57	ASH STREET (JOB 3002) STA. 0+00 TO STA. 3+98	
58	GREENBAY ROAD (JOB 3003) STA. 0+00 TO STA. 2+71	
59	RAVINE AREA (JOB 3004) STA. 0+00 TO STA. 1+75	
60	RAVINE PUMP STATION-STRUCTURAL AND MECHANICAL DETAILS	
61	RAVINE PUMP STATION- ELECTRICAL DETAILS	
62	SHERIDAN ROAD FORCE MAIN STA. 0+00 TO STA. 3+43	
63	FISHER LANE FORCE MAIN STA. 3+43 TO STA. 8+77	
64	FISHER LANE FORCE MAIN STA. 8+77 TO STA. 14+83	
65	GENERAL DETAILS - MANHOLE CONSTRUCTION	
66	GENERAL DETAILS-SEWER & SERVICE CONNECTION CONSTRUCTION	
67	GENERAL DETAILS - SURFACE RESTORATION	
68	GENERAL DETAILS - FORCE MAIN CONSTRUCTION AND EXISTING RAVINE PUMP STATION ABANDONMENT	

WORK ITEM LIST		
WORK ITEM	DESCRIPTION	
1A	PRESSURE GROUTING OF MANHOLE CORREL	
1B	PRESSURE GROUTING OF MANHOLE WALLS	
1C	PRESSURE GROUTING OF MANHOLE PIPE SEALS	
1D	PRESSURE GROUTING OF MANHOLE BENCH AND TROUGH	
2A	REPLACEMENT OF MANHOLE COVERS	
2B	REPLACEMENT OF MANHOLE FRAMES	
3A	SEALING OF MANHOLE FRAME AND GRADE ADJUSTMENT	
3B	REPLACEMENT OF MANHOLE FRAME AND GRADE ADJUSTMENT	
4	REPLACEMENT OF MANHOLE BENCH AND TROUGH	
5	COMPLETE AND PARTIAL MANHOLE REPLACEMENT	
6	REMOVAL OF CROSS CONNECTIONS	
7	CHEMICAL GROUTING OF SANITARY SEWER LINE	
8	REPAIR OF SANITARY SEWER LINES	
9	CONSTRUCTION OF SANITARY RELIEF SEWERS	
10	PUMP STATION AND APPURTENANCES	
11	FORCE MAIN CONSTRUCTION	

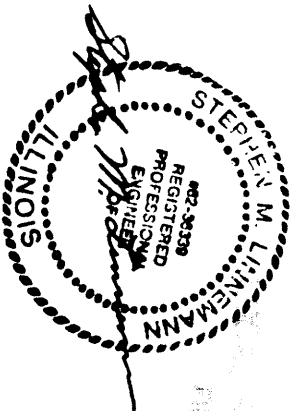
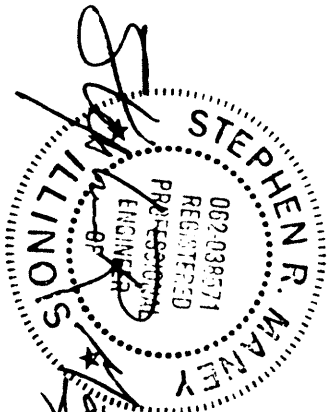
GENERAL NOTES

1. THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO (MSDGC) SEWER PERMIT SECTION FIELD NO. 1001 MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK CALL 780-4035.
2. ELEVATIONS BASED ON VILLAGE OF WINNETKA DATUM, ADD 563.64 TO OBTAIN USGS ELEVATION.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. CAN BE NOTIFIED THROUGH JULE AT 1-800-892-0123.
4. ALL FLOOR DRAIN SHALL DISCHARGE TO THE SANITARY SEWER.
5. ALL DOWNSPOUTS AND FLOUTING DRAINS SHALL DISCHARGE TO THE STORM SEWER.

LEGEND FOR WORK ITEM 6

- EXISTING MANHOLE
- EXISTING STORM INLET
- EXISTING SANITARY SEWER LINE
- EXISTING SANITARY SERVICE CONNECTION
- REPAIR AREA
- REPAIR AREA
- SS → STORM SEWER LINE
- LAMP POST
- EVERGREEN
- SIGN
- VALVE
- POWER POLE
- FIRE HYDRANT
- SEWER LINE TO BE PLUGGED

RECORD DRAWINGS
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No.	DATE	BY	REVISION	No.	DATE	BY	REVISION	SCALE	NONE	DATE	6/13/83
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								APPROVED BY	6/14/83	DATE	6/14/83

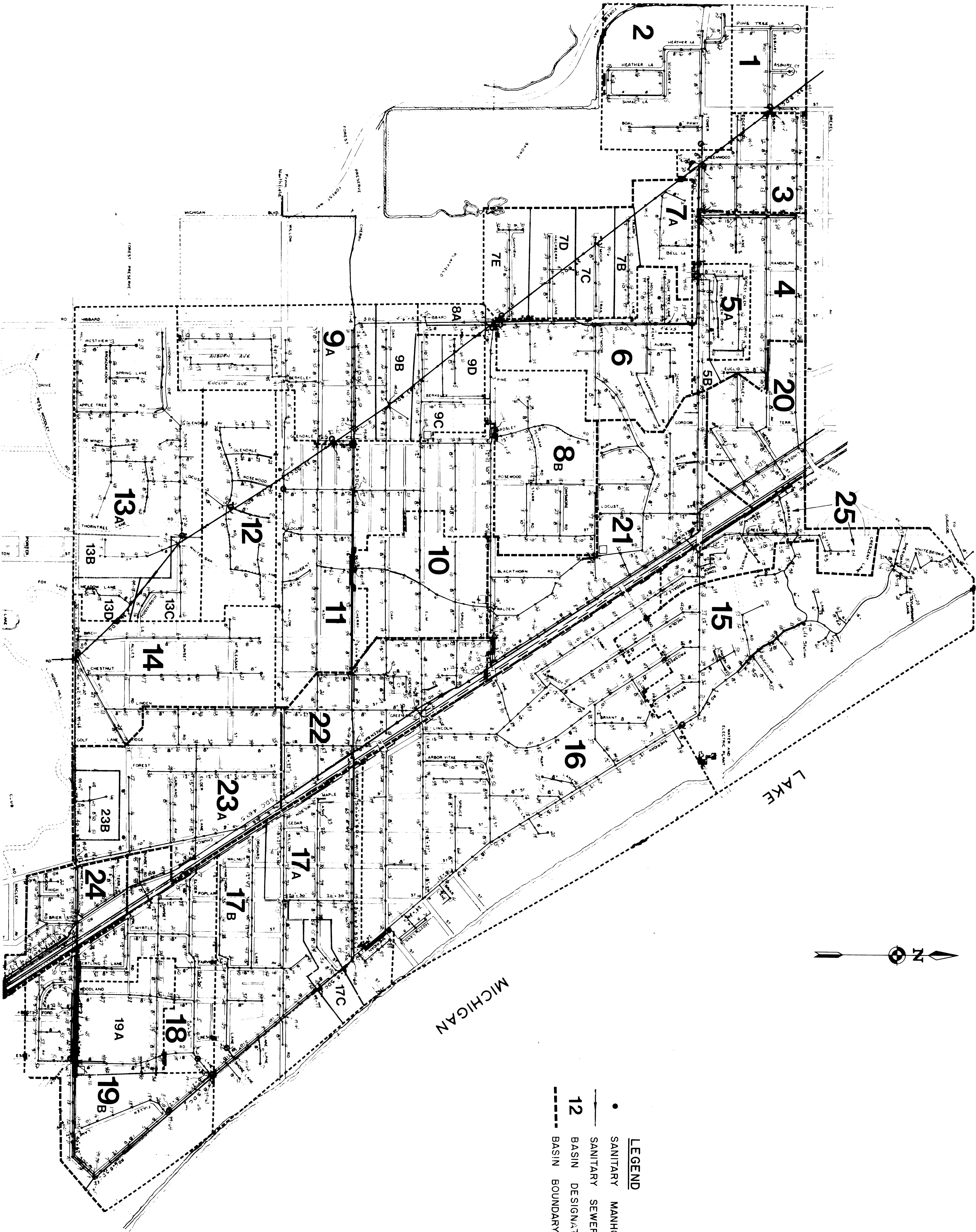
RJN ENVIRONMENTAL ASSOCIATES, INC.
CONSULTING ENGINEERS

PROJECT
VILLAGE OF WINNETKA, ILLINOIS
REHABILITATION OF THE SANITARY SEWER SYSTEM

TITLE
DRAWING INDEX AND WORK ITEM DESCRIPTION

DATE 6-24-83
PROJECT No. 244
SHEET 1 OF 68

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- LEGEND**
- SANITARY MANHOLE
 - SANITARY SEWER (SIZE AS INDICATED)
 - 12 BASIN DESIGNATION
 - BASIN BOUNDARY

RECORD DRAWINGS

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RECEIVED
LOCAL SEWER SYSTEMS
FIELD OFFICE
OCT 15 1983

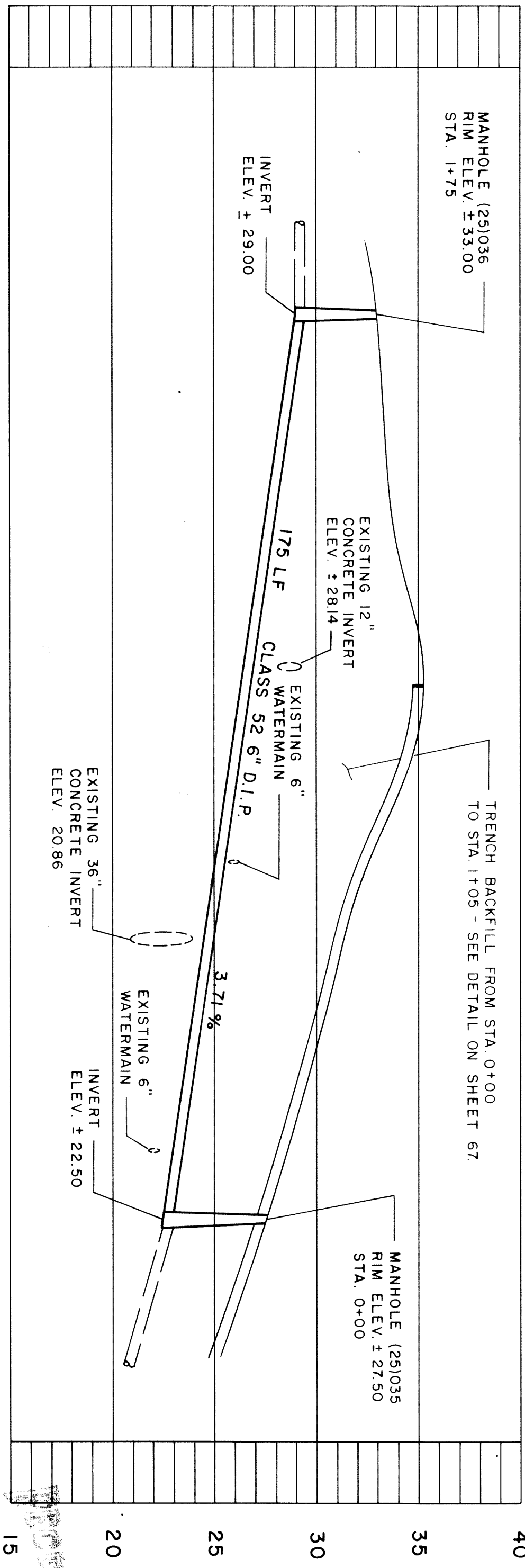
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION	SCALE	APPROX. 1" = 500'
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2				2					DATE 7-27-83
3				3					DATE 10-1-83

RJN ENVIRONMENTAL ASSOCIATES, INC.
CONSULTING ENGINEERS

PROJECT
VILLAGE OF WINNETKA, ILLINOIS
REHABILITATION OF THE SANITARY SEWER SYSTEM

TITLE
LOCATION MAP
BASIN PLAN

DATE 6-24-83
PROJECT NO. 244
SHEET 2 OF 68



8. WORK ITEM IS, FORCE MAIN CONSTRUCTION GOVERNS THE WORK BEYOND THE 11 1/2' SET BEAD AT THE DISCHARGE END OF THE PUMP STATION VALVE VAULT.

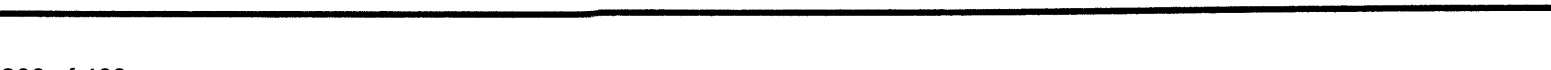
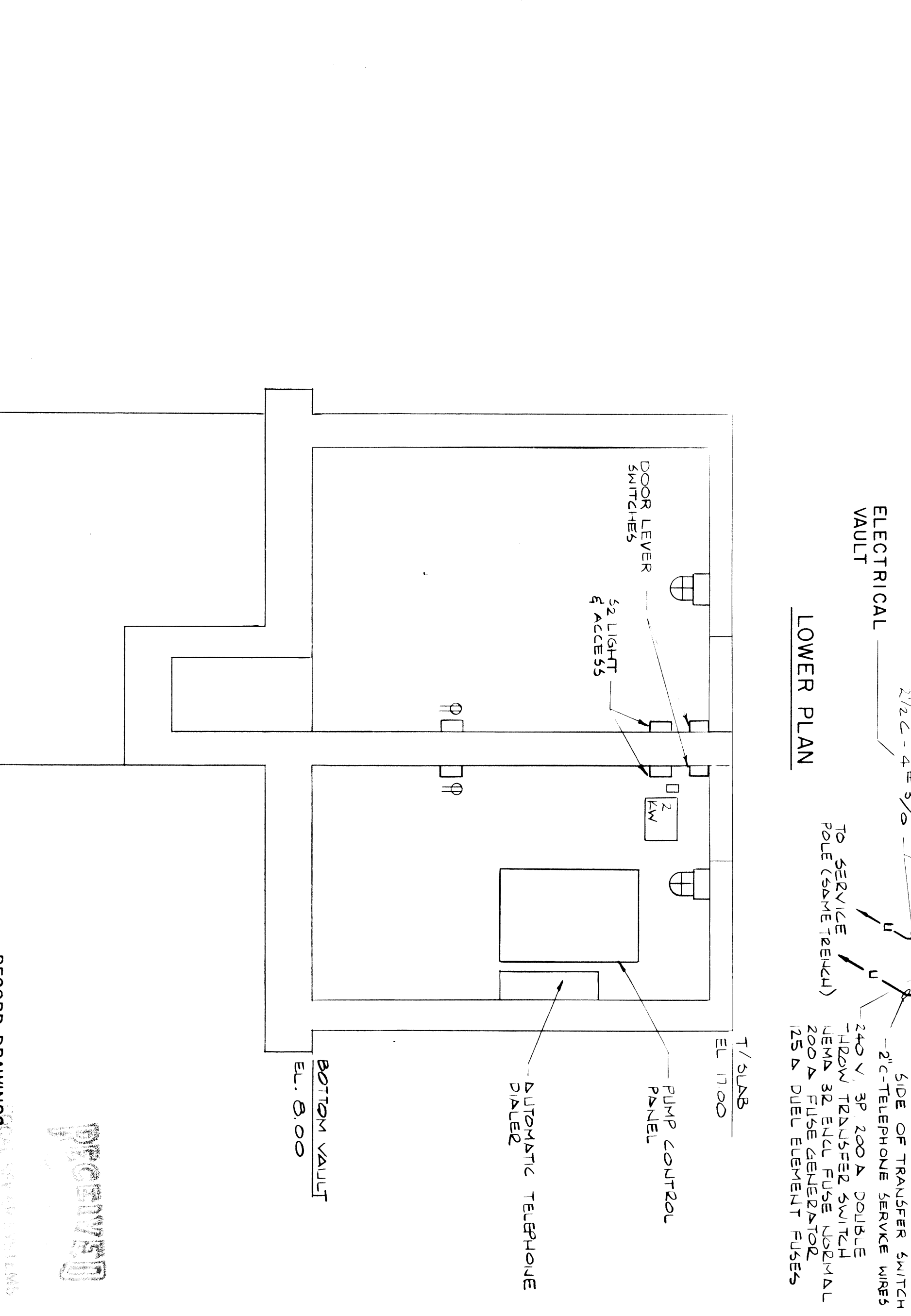
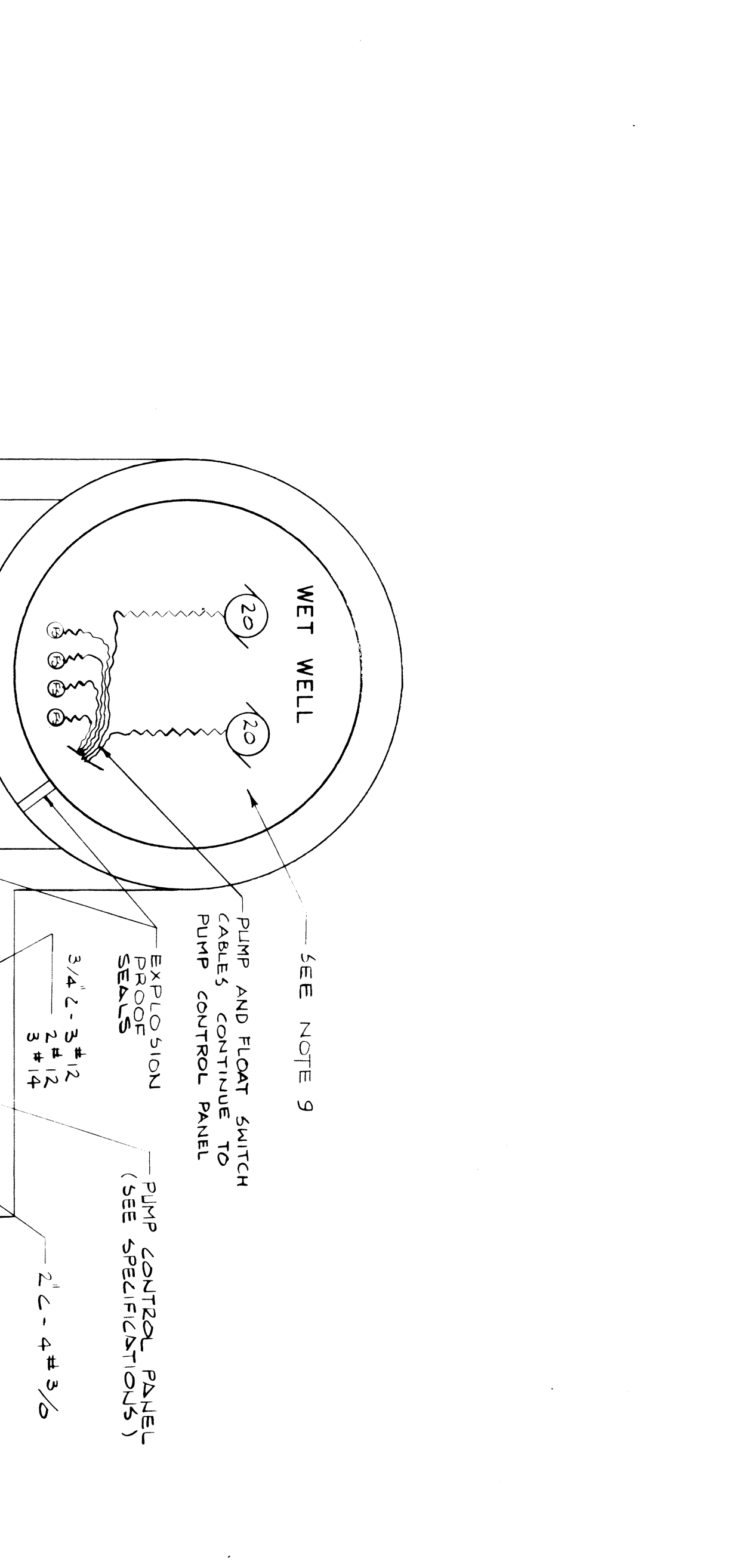
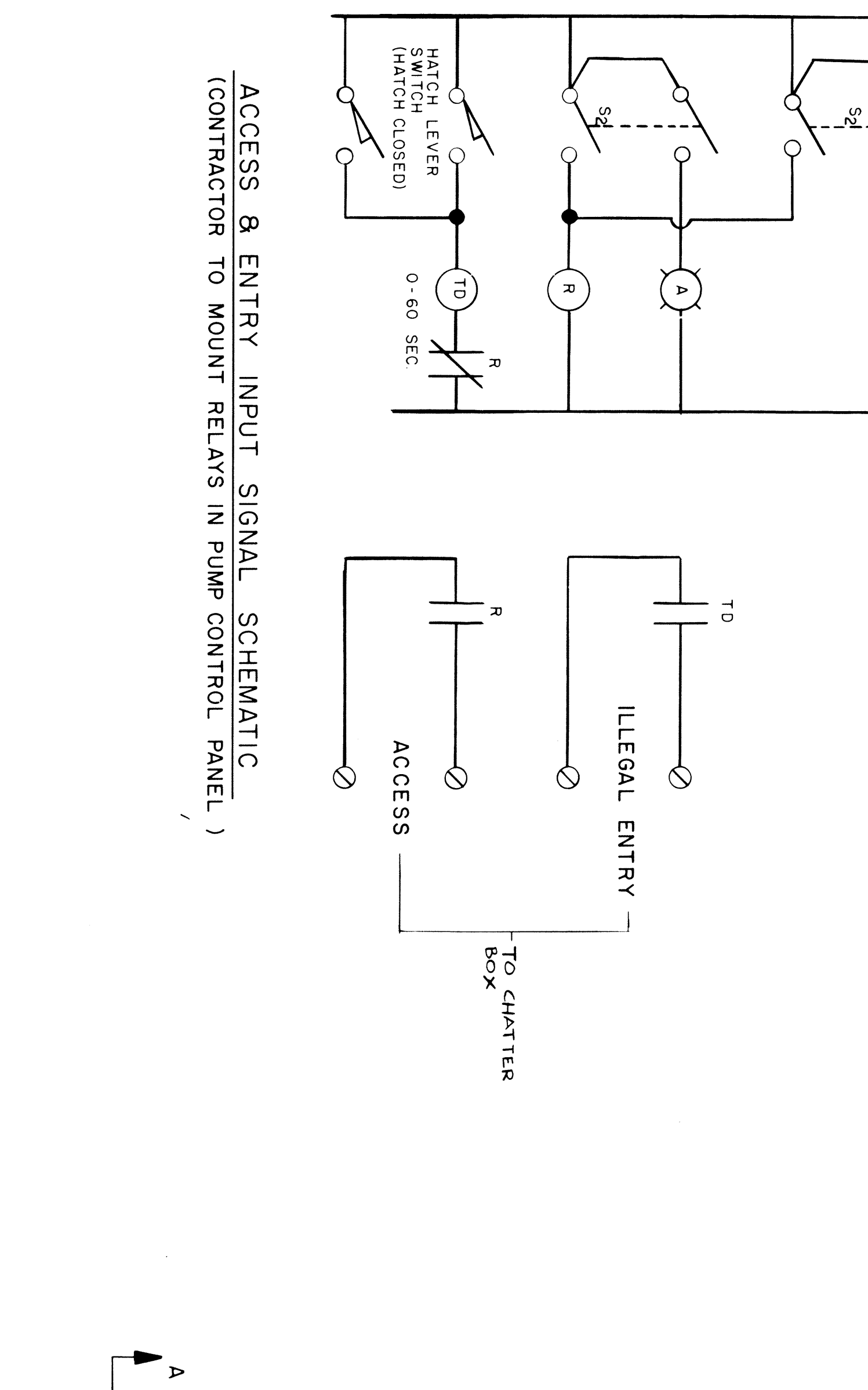
9. NET VEL. CLASSIFIED CLASS I, DIVISION 1, GROUP D HAZARDOUS LOCATION ELECTRICAL EQUIPMENT AND INSTALLATION METHODS SHALL CONFORM TO THE REQUIREMENTS OF NEC, ARTICLE 500 FOR THE UNITED CLASSIFICATION

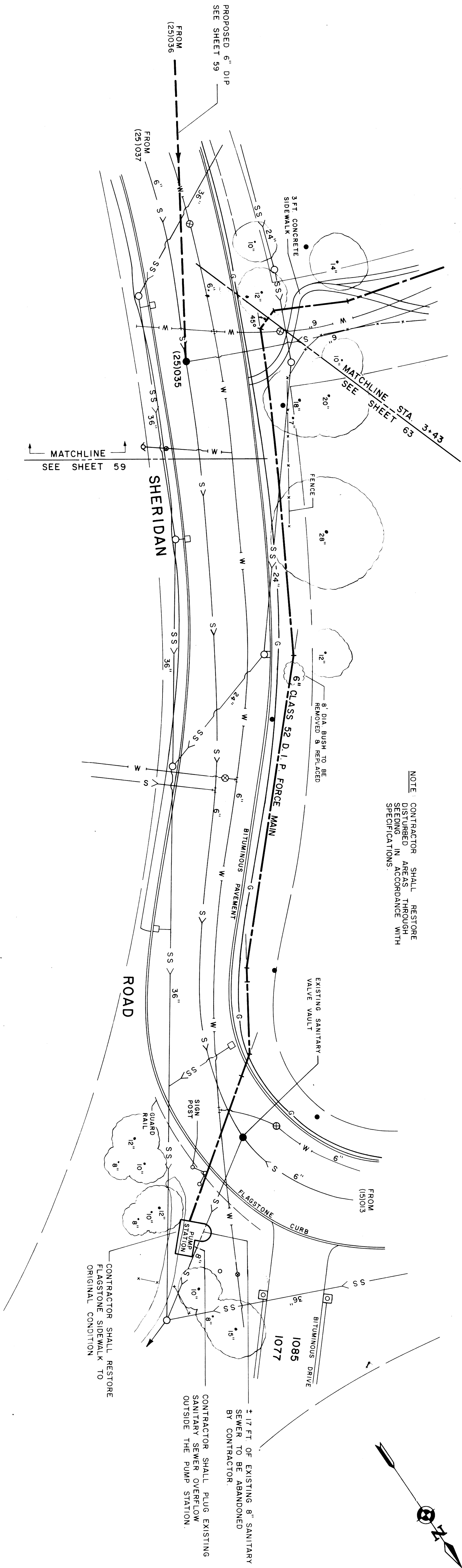
10. VALVE VAULT CLASSIFIED CLASS I, DIVISION 2, GROUP D HAZARDOUS LOCATION, ELECTRICAL EQUIPMENT AND INSTALLATION METHODS SHALL CONFORM TO THE REQUIREMENTS OF NEC, ARTICLE 500 FOR THE UNITED CLASSIFICATION

SINGLE LINE DIAGRAM

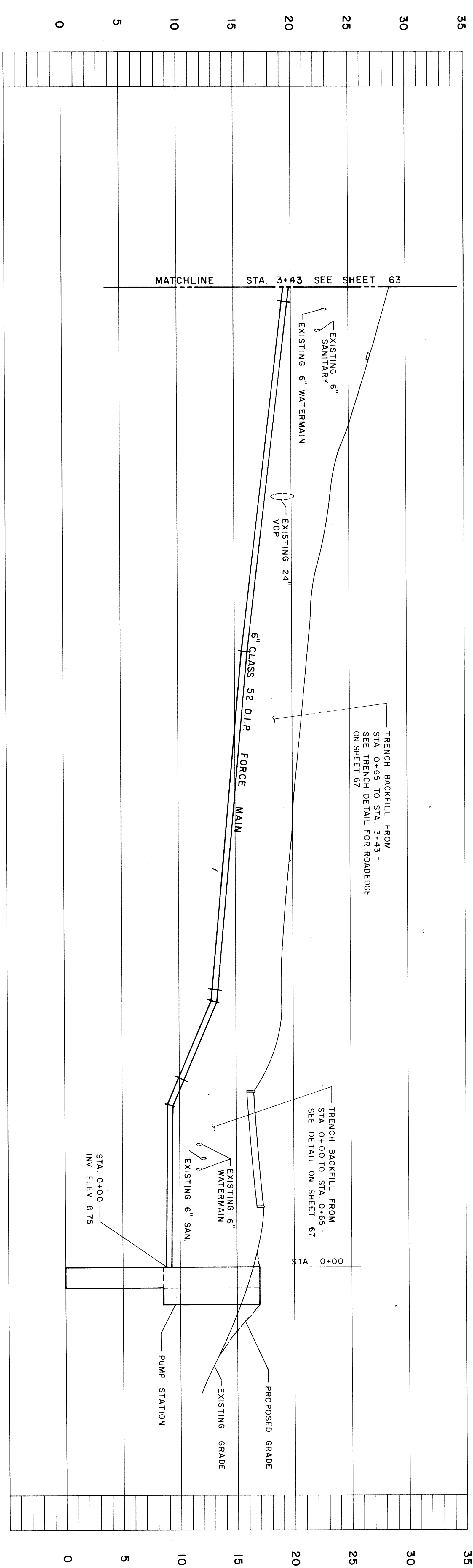
The diagram illustrates the electrical control system for a pump station. It features a 'DOUBLE THROW SWITCH' connected to a 'PUMP CONTROL PANEL'. The switch is controlled by a '4 # 3/0' line from a source (represented by a circle) and a '4 # 3/0' line from the pump control panel. The pump control panel is connected to three power lines: '3 # 4', '3 # 14', and '3 # 4'. These lines are connected to a 'PUMP' (represented by a cylinder) and a 'PUMP CONTROL PANEL' (represented by a rectangle). The pump control panel is also connected to a 'PUMP' (represented by a cylinder) and a 'PUMP CONTROL PANEL' (represented by a rectangle). The pump control panel is connected to a 'PUMP' (represented by a cylinder) and a 'PUMP CONTROL PANEL' (represented by a rectangle).

SECTION A





NOTE CONTRACTOR SHALL RESTORE DISTURBED AREAS THROUGH RECONSTRUCTION IN ACCORDANCE WITH SPECIFICATIONS.



RECORD DRAWINGS

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RECEIVED
LOCAL SEWER SYSTEM
FIELD OFFICE

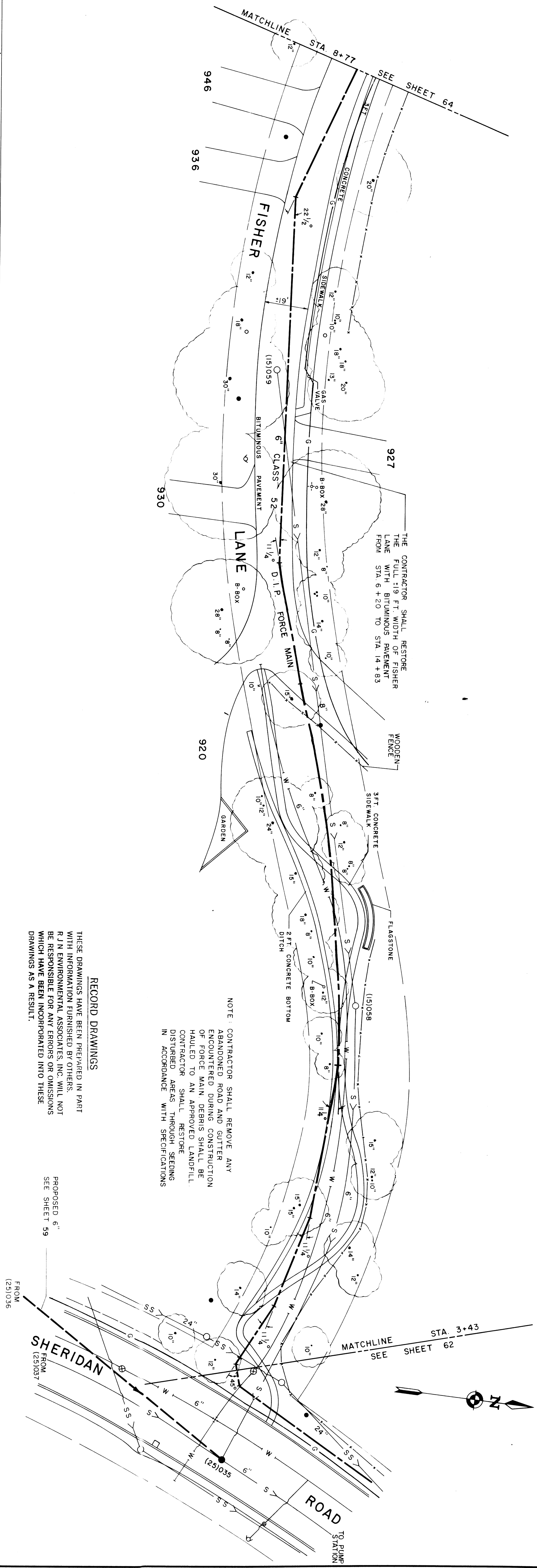
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99	6-27-83	ADD	ADD	100	6-27-83	ADD	ADD

RJN ENVIRONMENTAL ASSOCIATES, INC.
CONSULTING ENGINEERS

PROJECT: **VILLAGE OF WINNETKA, ILLINOIS**
REHABILITATION OF THE SANITARY SEWER SYSTEM

TITLE: **SANITARY SEWER FORCE MAIN**
SHERIDAN ROAD STA. 0+00 TO STA. 3+43

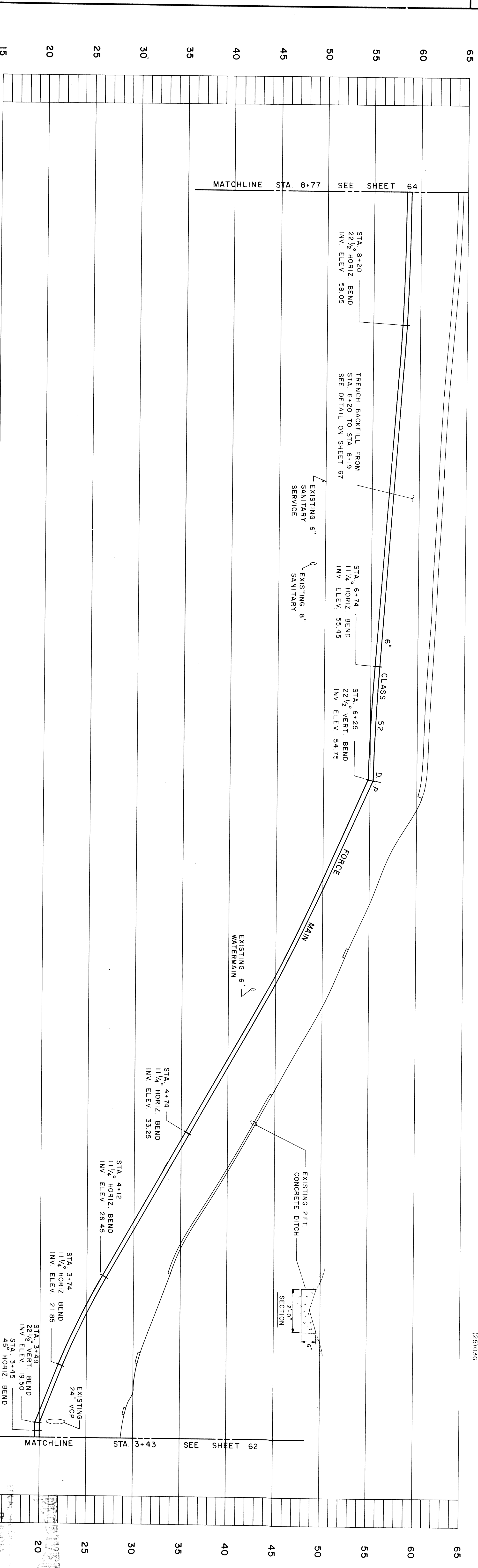
DATE	6-24-83
PROJECT No.	244
SHEET	62 OF 68



NOTE: CONTRACTOR SHALL REMOVE ANY ABANDONED ROAD AND GUTTER ENCOUNTERED DURING CONSTRUCTION OF FORCE MAIN. DEBRIS SHALL BE HAULED TO AN APPROVED LANDFILL. CONTRACTOR SHALL RESTORE DISTURBED AREAS THROUGH SEEDING IN ACCORDANCE WITH SPECIFICATIONS.

RECORD DRAWINGS
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FROM (25)036
TO (25)037
SHERIDAN

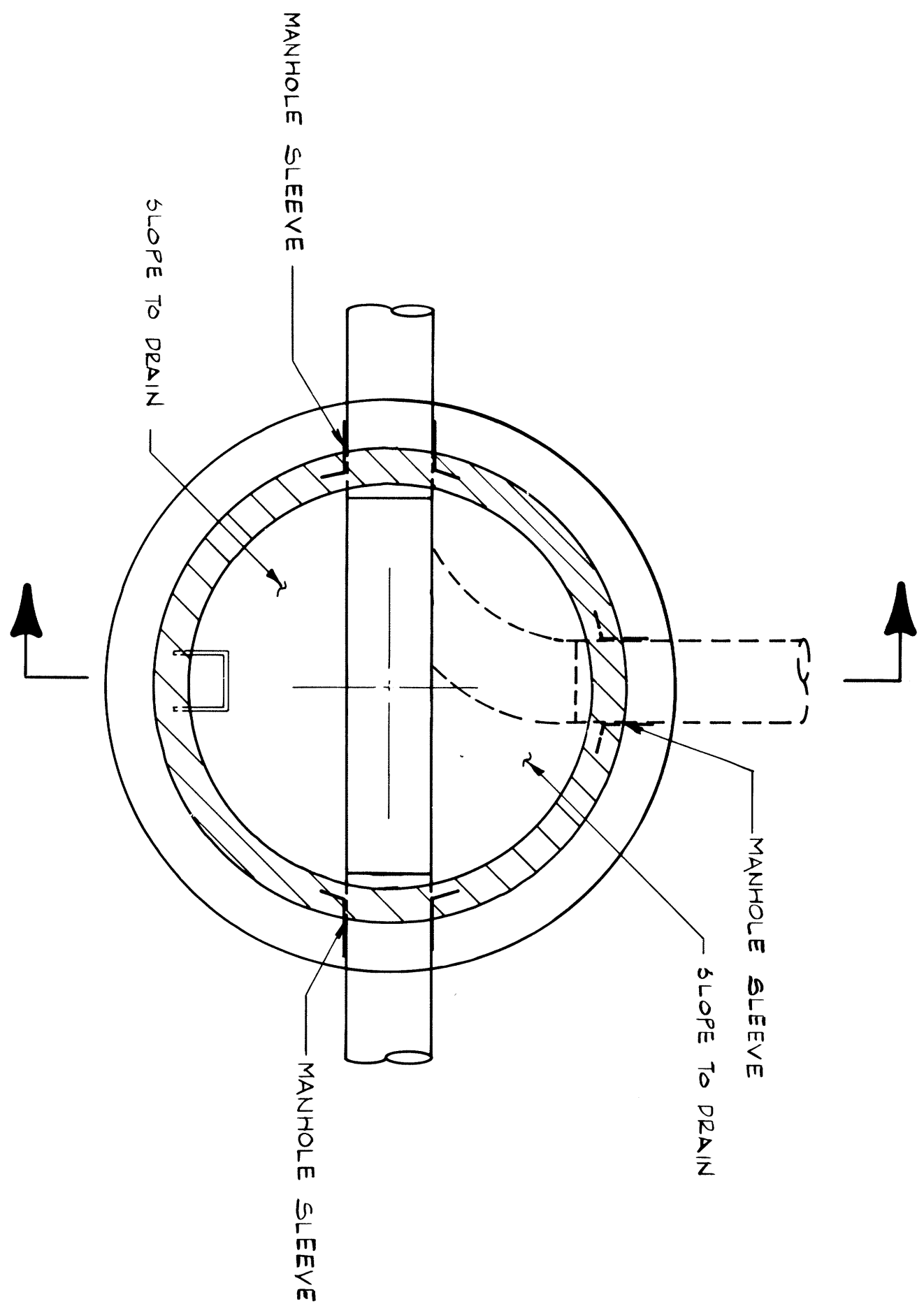


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								CHECKED BY	CAB	DATE 6-27-83
								APPROVED BY	CAB	DATE 6-27-83

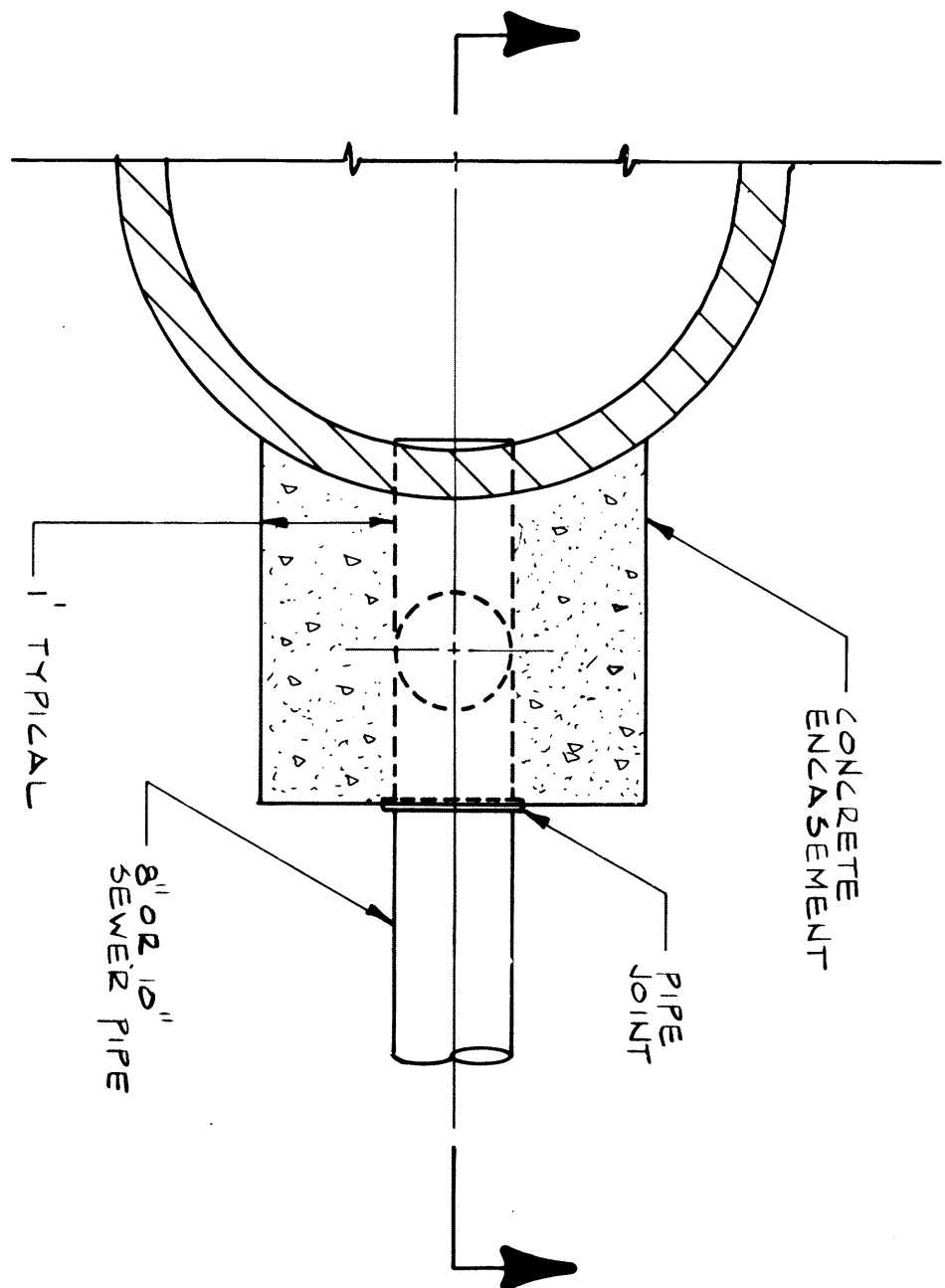
	ENVIRONMENTAL ASSOCIATES, INC. CONSULTING ENGINEERS

PROJECT	TITLE	DATE
VILLAGE OF WINNETKA, ILLINOIS REHABILITATION OF THE SANITARY SEWER SYSTEM	SANITARY SEWER FORCE MAIN	6-24-83
	FISHER LANE STA. 3+43 TO STA. 8+77	PROJECT No. 244
		SHEET 6.3 OF 6.8

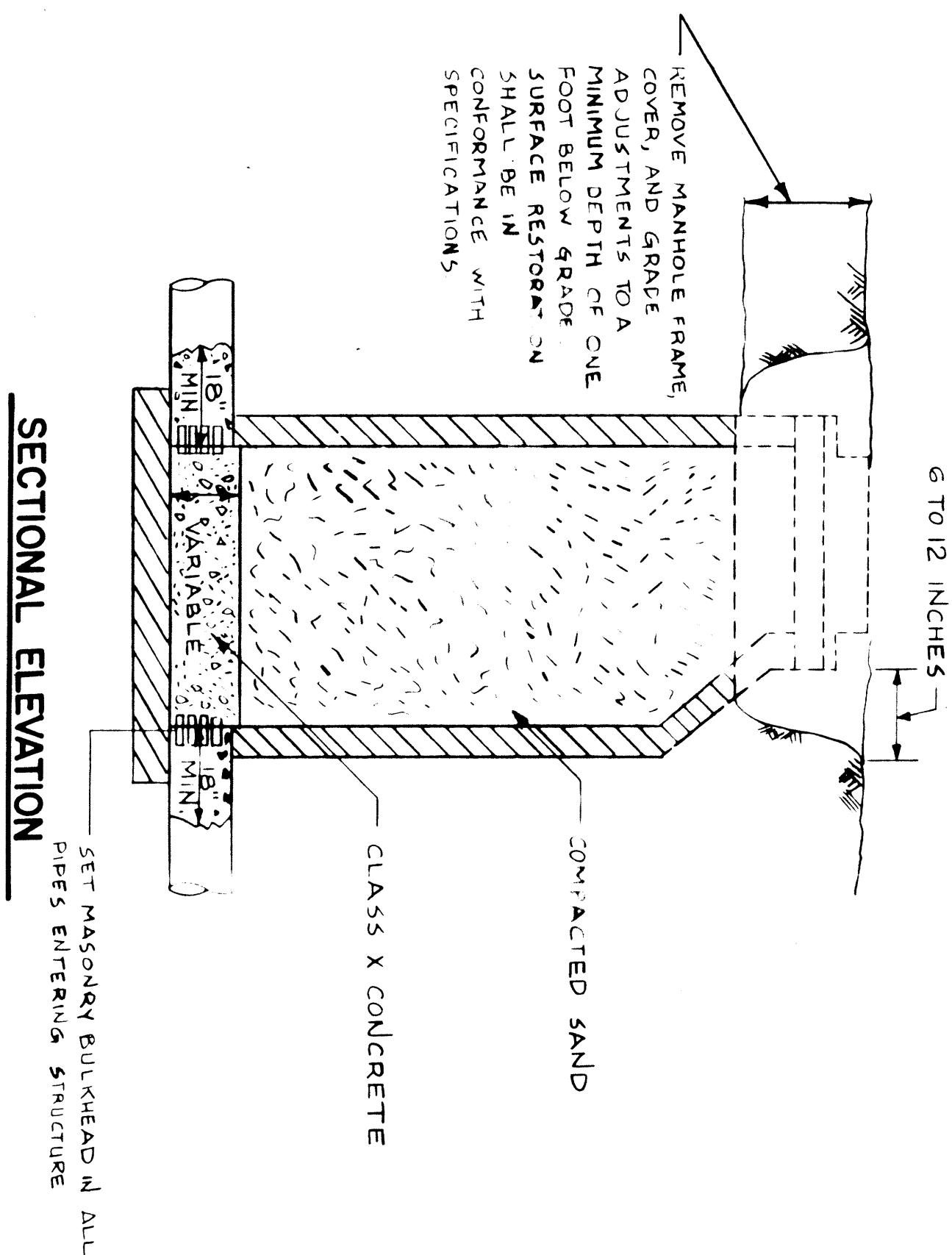
THESE DRAWINGS HAVE BEEN PREPARED IN PART WITH INFORMATION FURNISHED BY OTHERS, R J N ENVIRONMENTAL ASSOCIATES, INC. WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THESE DRAWINGS AS A RESULT.



PLAN



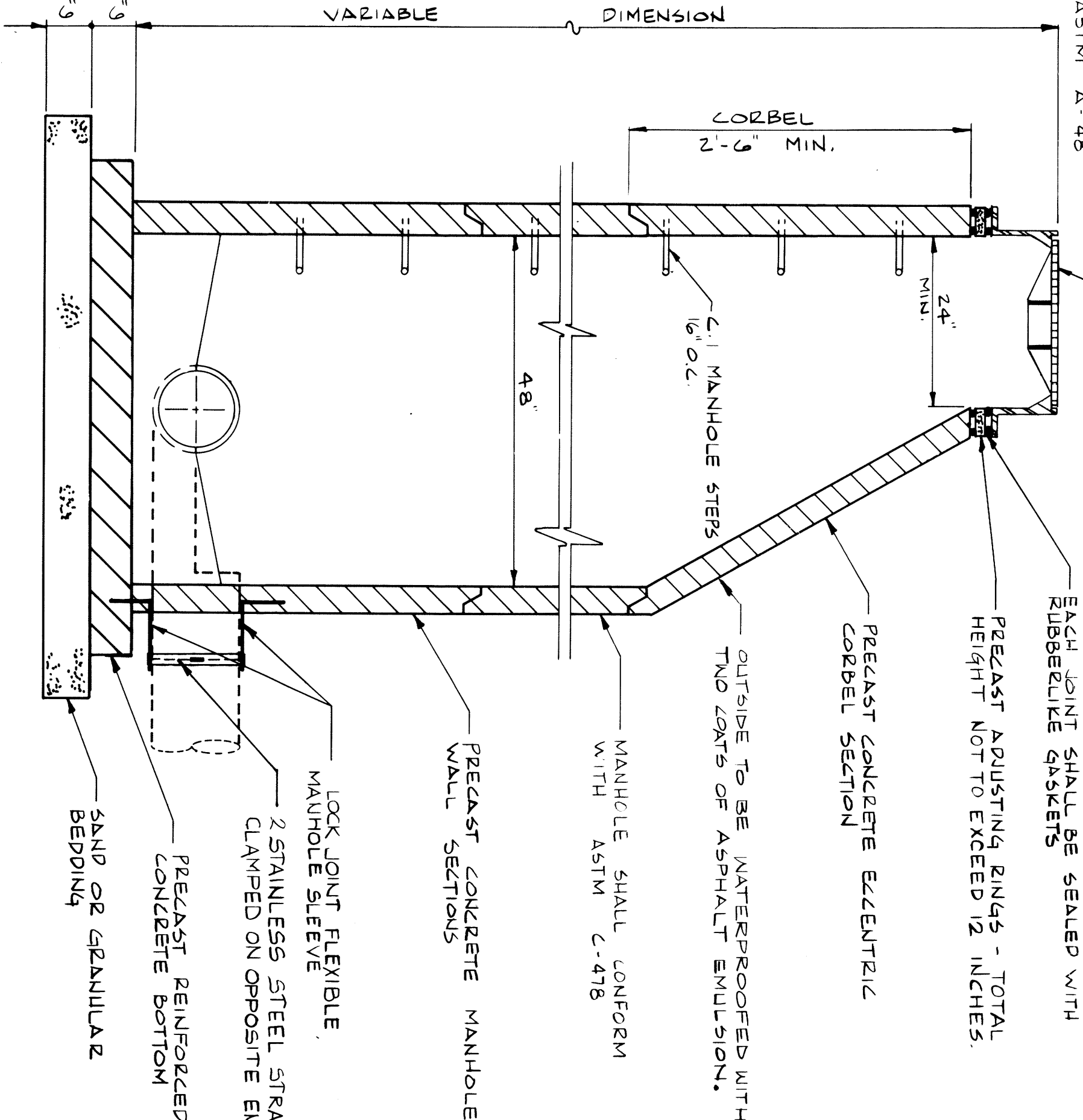
PLAN



SECTIONAL ELEVATION

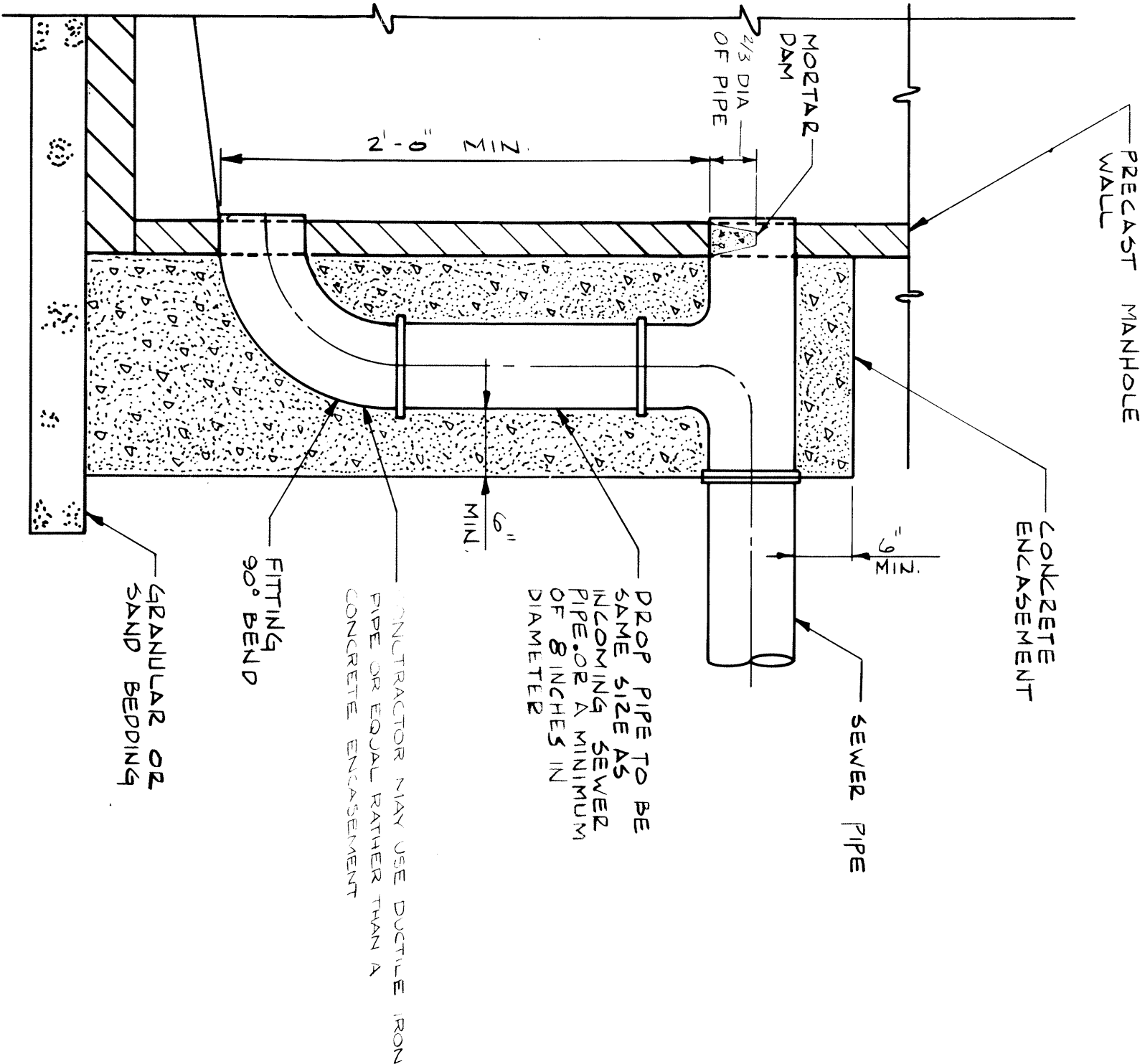
MANHOLE AND CATCH BASIN ABANDONMENT

RECORD DRAWINGS
THESE DRAWINGS HAVE BEEN PREPARED IN PART WITH INFORMATION FURNISHED BY OTHERS. R J N ENVIRONMENTAL ASSOCIATES, INC. WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THESE DRAWINGS AS A RESULT.



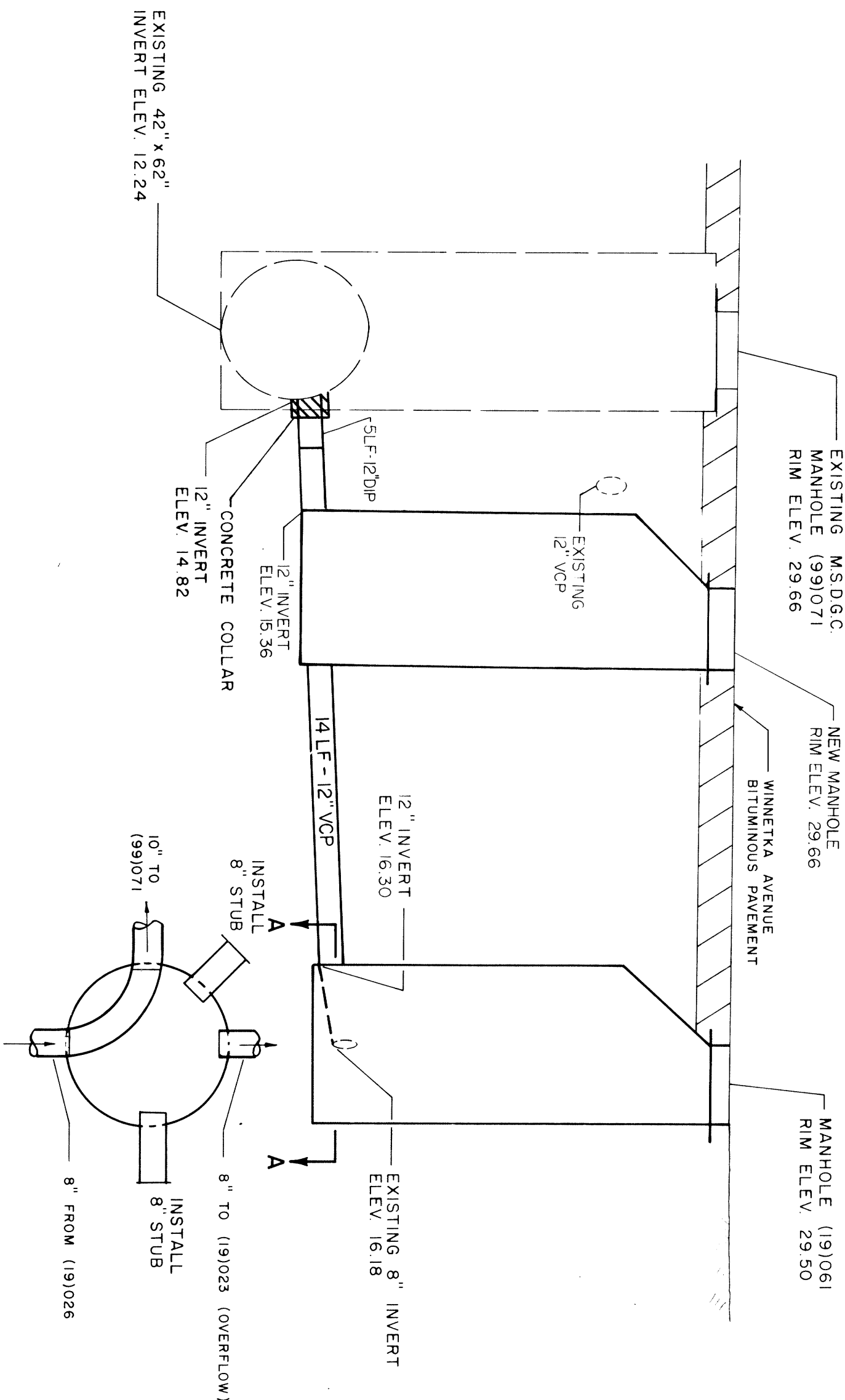
SECTIONAL ELEVATION

STANDARD MANHOLE DETAIL



SECTIONAL ELEVATION

OUTSIDE DROP CONNECTION DETAIL



GENERAL NOTES - M.S.D.G.C. CONNECTION

SECTION A-A

1. SEE PLAN VIEW ON SHEET 53 (JOB NO. 2042).
2. A STRUCTURAL GRADE CONCRETE WITH A 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI SHALL BE USED. EXISTING REINFORCEMENT SHALL BE LEFT INTO NEW CONCRETE.
3. THE EXPOSED CONCRETE SHALL BE SOUND, FREE FROM LOOSE DEBRIS, BRUSHED AND COATED WITH "SILKADUR LO-MOD" HYDRAULIC CEMENT OR EQUAL.
4. NO DEBRIS SHALL ENTER THE SEWER LINES. ANY MANHOLE STEPS THAT ARE DAMAGED SHALL BE REPLACED.
5. CONTRACTOR SHALL VERIFY THE ELEVATIONS OF THE M.S.D.G.C. INTERCEPTOR AND MANHOLE PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL PROVIDE TWO 8 INCH DIAMETER STUBS, BULKHEADED.
7. IF AN EXISTING STUB DOES NOT EXIST IN MANHOLE (99)071 THEN THE CONTRACTOR SHALL CORE A HOLE AND INSTALL A CONCRETE COLLAR SLEEVE AND GROUT WITH "SILKADUR LO-MOD" HYDRAULIC CEMENT OR EQUAL.

DETAIL OF CONNECTION TO

M.S.D.G.C. INTERCEPTOR MANHOLE (99)071

(WINNETKA AVENUE)

No.	DATE	BY	REVISION	No.	DATE	BY	REVISION	SCALE	NAME	DATE	4/6/83	DRAWN BY	DATE	6-27-83	CHECKED BY	DATE	7-7-83	APPROVED BY
PROJECT																		
VILLAGE OF WINNETKA, ILLINOIS																		
REHABILITATION OF THE SANITARY SEWER SYSTEM																		
TITLE																		
GENERAL DETAILS - MANHOLE CONSTRUCTION																		
DATE 6-24-83																		
PROJECT No. 24.4																		
SHEET 65 OF 68																		



Legend

Sanitary Utilities

Sanitary Manhole



Sanitary Fitting



Sanitary Pump



Sanitary Lateral

Active

Sanitary Main

Active

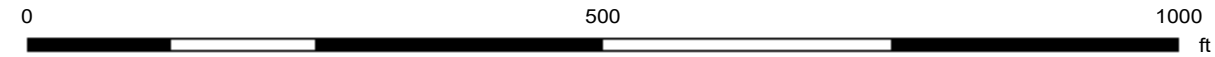
Sanitary Force Main

Active

Sanitary Sewer Structure



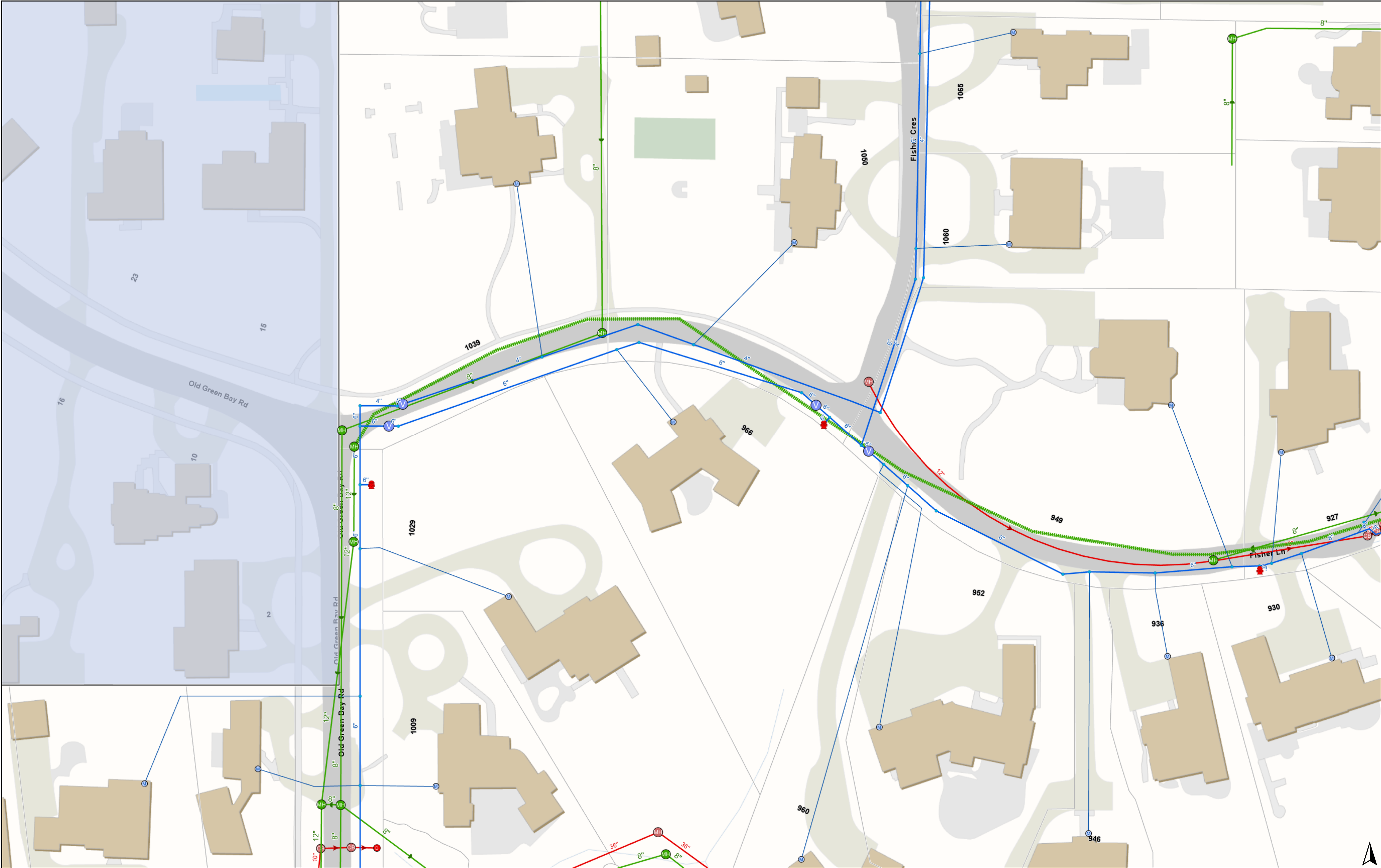
Sewage



Print Date: 5/9/2024

Notes

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- Legend
- Water Utilities

Hydrant

Water Fitting

Water Valve

Open

Water Meter

Water Lateral

Active

Water Main

Active

Sanitary Utilities

Sanitary Manhole

Sanitary Pump

Sanitary Main

Active

Sanitary Force Main

Active

Storm Utilities

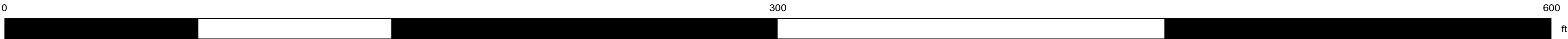
Storm Catch Basin

Storm Manhole

Storm Discharge Point

Storm Main

Active

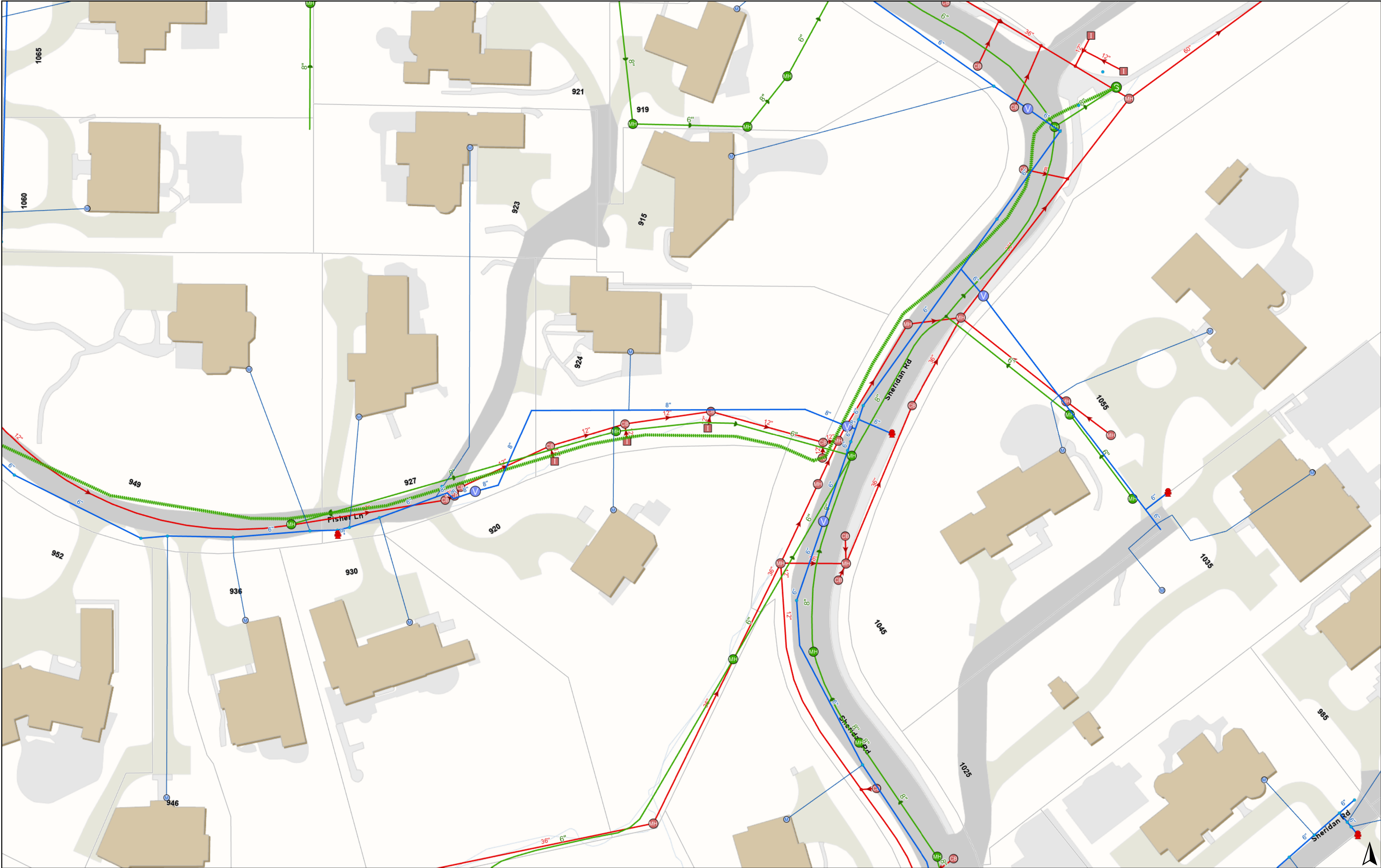


Print Date: 5/24/2024

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Notes

Ravines_Atlas1



- Legend
- Water Utilities

Hydrant

Water Fitting

Water Valve

Open

Water Meter

Water Lateral

Active

Water Main

Active

Sanitary Utilities

Sanitary Manhole

Sanitary Fitting

Sanitary Pump

Sanitary Main

Active

Sanitary Force Main

Active

Sanitary Sewer Structure

Sewage

Storm Utilities

Storm Catch Basin

Storm Inlet

Storm Manhole

Storm Fitting

Storm Main

Active



Print Date: 5/24/2024

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Notes

Ravines_Atlas1

VILLAGE OF WINNETKA

PROPOSAL RESULTS

AUGUST 14TH, 2024

FORCEMAIN REHABILITATION AND REPLACEMENT -PROFESSIONAL SERVICES RFP

Firm Name	Preliminary Engineering	Final Design Engineering	Total Cost Proposal
Strand Associates	\$45,585	\$58,962	\$104,547
Horner and Shiffrin	\$65,520	\$104,150	\$169,670



Agenda Item Executive Summary

TITLE: Resolution No. R-68-2024: Fire Department Regional Training Officer Intergovernmental Agreement (Adoption)

PRESENTER: John Ripka

AGENDA DATE: September 3, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Training members of the Fire Service has become increasingly time-consuming and technical in recent years. Fire Departments are responsible for tracking state and federal mandates, finding programs to meet those mandates, tracking the training needs for individual department members, and scheduling training to meet those needs. Currently, the Winnetka Fire Department relies on the Department Training Officer to perform all these functions. The Training Officer is a Shift Commander who must perform these duties in conjunction with the responsibilities of supervising a 24-hour shift.

EXECUTIVE SUMMARY:

In 2023, a comprehensive analysis was conducted by the Fire Chiefs of Glencoe, Northfield, Wilmette, and Winnetka as to the expanding training needs of the fire service. As part of the analysis, the Fire Chiefs considered a joint agreement of equally sharing the costs for a Regional Fire Training Manager, a NIPSTA employee hired for the purpose of managing all fire training for the Departments.

NIPSTA opened their doors in 2001, and Winnetka is a founding member along with the Wilmette Fire Department and Glencoe Public Safety. The Northfield Fire Department is currently a member but is not a founding member. NIPSTA has established the Center for Security and Life Safety ("CSLS") to respond to the natural and man-made challenges facing the community, corporate, and non-profit sectors, and maintains expertise in the field of public safety.

The NIPSTA employee would coordinate the training needs of each individual agency, manage the training records, and conduct joint-training exercises. The Training Manager would further be tasked with identifying the ever-evolving training mandates and assist each member in maintaining their compliance with the Illinois State Fire Marshal. This would prevent duplication of efforts and provide a centralized source to satisfy the identified training needs. The duties of the NIPSTA Regional Fire Training Manager, as well as the NIPSTA responsibilities in the management of this employee, are in the attached Intergovernmental Agreement (IGA) that has been reviewed and approved by the Fire Chiefs and legal departments from all four communities and NIPSTA.

Lastly, the four departments are also members of MABAS Division 3, the Winnetka Fire Department's mutual aid division. In 2021, the four departments entered an IGA to use and train at the Winnetka

burn tower. The location of the Winnetka burn tower allows the Departments to train collaboratively and assist each other with covering emergency calls that may be requested while the departments are delayed or out of service. This agreement and program have been very successful, and the Regional Training Manager would expand the capabilities of this cooperative.

Budget: The 2024 Fire Department budget contains \$34,000 for the Village's cost of this position. However, since the position will not start until later in the year, there is a projected savings of \$17,000. The total three-year cost of the IGA is estimated at \$100,016.

RECOMMENDATION:

Consider adopting Resolution No. R-68-2024 Approving an Intergovernmental Agreement Between the Village of Winnetka, the Village of Glencoe, the Village of Northfield, the Village of Wilmette, and the Northeastern Illinois Public Safety Training Academy for the shared use of a Regional Fire Training Manager.

ATTACHMENTS:

1. Resolution No. R-68-2024: Approving an IGA Between the Villages of Winnetka, Glencoe, Northfield, Wilmette, and NIPSTA

RESOLUTION NO. R-68-2024

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF WINNETKA, THE VILLAGE OF GLENCOE, THE
VILLAGE OF NORTHFIELD, THE VILLAGE OF WILMETTE, AND THE
NORTHEASTERN ILLINOIS PUBLIC SAFETY TRAINING ACADEMY FOR THE
SHARED USE OF A REGIONAL FIRE TRAINING MANAGER**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Northeastern Illinois Public Safety Training Academy (“*NIPSTA*”) is a public agency established by an intergovernmental agreement that is comprised of local units of government that jointly and cooperatively provide for a public safety training facility and provide training programs for first responders and public safety personnel, including those within the Chicago/Cook County Urban Area; and

WHEREAS, NIPSTA is dedicated to serving its membership in order to meet the evolving public safety demands facing local municipalities and has established the Center for Security and Life Safety (“*CSLS*”) to respond to the natural and man-made challenges facing the community, corporate, and non-profit sectors, and maintains expertise in the field of public safety; and

WHEREAS, the Village along with the Village of Glencoe (“*Glencoe*”), the Village of Northfield (“*Northfield*”), and the Village of Wilmette (“*Wilmette*”) (the Village, Glencoe, Northfield, and Wilmette are collectively referred to as the “*Members*”) desire to engage the services of NIPSTA to provide a dedicated professional in the form of a Regional Fire Training Manager to assist the Members with the delivery of collaborative fire-related training activities shared between the Member communities; and

WHEREAS, NIPSTA and the Members desire to enter into an intergovernmental agreement for purposes of setting forth the terms and conditions upon which NIPSTA will provide the services of a shared Regional Fire Training Manager to the Members (“*Agreement*”); and

WHEREAS, the Village President and Village Council have determined that entering into the Agreement will serve and be in the best interest of the Village;

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

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

SECTION 2: APPROVAL OF INTERGOVERNMENTAL AGREEMENT. The Village Council hereby approves the Agreement by and between the Village, Glencoe, Northfield, Wilmette and NIPSTA in substantially the same form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENT. The Village Council hereby authorizes and directs the Village Manager and the Village Clerk to execute and seal, on behalf of the Village, the final Agreement.

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 3rd day of September, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF GLENCOE, THE VILLAGE OF NORTHFIELD,
THE VILLAGE OF WILMETTE, THE VILLAGE OF WINNETKA
AND THE NORTHEASTERN ILLINOIS PUBLIC SAFETY TRAINING ACADEMY**

(Regional Fire Training Manager)

This Intergovernmental Agreement (“**Agreement**”) is entered into on the ____ day of _____, 2024 by and between the Village of Glencoe, a non-home rule and special charter municipal corporation located in Cook County, Illinois (“**Glencoe**”), the Village of Northfield, a home rule municipal corporation located in Cook County, Illinois (“**Northfield**”), the Village of Wilmette, a home rule and special charter municipal corporation located in Cook County, Illinois (“**Wilmette**”), and the Village of Winnetka, a home rule and special charter municipal corporation located in Cook County, Illinois (“**Winnetka**”) (Glencoe, Northfield, Wilmette and Winnetka are collectively referred to as the “**Members**”), and the Northeastern Illinois Public Safety Training Academy (“**NIPSTA**”), an Illinois intergovernmental agency established by intergovernmental agreement that is comprised of local units of government that jointly provide for a public safety training facility and provide training programs for first responders and public safety personnel. NIPSTA and the Members may be referred to below individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, Northfield, Wilmette and Winnetka, as home rule municipalities under Section 6(a) (Power of Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970 and, pursuant to Section 3 (Intergovernmental Cooperation) and Section 5 (Intergovernmental Contracts) of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 5) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), have the authority to approve and enter into this Agreement; and

WHEREAS, Glencoe, as a non-home rule municipality under Section 7 (Counties And Municipalities Other Than Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970 and pursuant to Section 3 (Intergovernmental Cooperation) and Section 5 (Intergovernmental Contracts) of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 5) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), has the authority to approve and enter into this Agreement; and

WHEREAS, NIPSTA, as an intergovernmental public agency comprised of municipalities, fire protection districts, and other organizations located in the Chicago metropolitan area that have combined energies and resources to create a regional, state-of-the-art public safety training organization, has the authority to approve and enter into this Agreement pursuant to Section 3 (Intergovernmental Cooperation) and Section 5 (Intergovernmental Contracts) of the Constitution of the State of Illinois of 1970, and Section 2 (Public Agency), Section 3 (Intergovernmental Cooperation) and Section 5 (Intergovernmental Contracts) of the Intergovernmental Cooperation Act (5 ILCS 220/2, 3 and 5); and

WHEREAS, the Members are members in good standing of NIPSTA; and

WHEREAS, the Members desire to engage the services of NIPSTA to provide a dedicated professional in the form of a Regional Fire Training Manager to assist the Members with the delivery of collaborative fire-related training activities shared between the Member communities; and

WHEREAS, as a function of its mission, NIPSTA has established the Center for Security and Life Safety (“CSLS”) to respond to the natural and man-made challenges facing the community, corporate, and non-profit sectors, and maintains expertise in the field of public safety; and

WHEREAS, NIPSTA is dedicated to serving its membership in order to meet the evolving public safety demands facing local municipalities; and

WHEREAS, the Members and NIPSTA desire to enter into this Agreement to set forth the terms and conditions upon which NIPSTA will provide the services of a shared Regional Fire Training Manager to the Members.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein stated and other good and valuable consideration, the sufficiency of which is hereby acknowledged, NIPSTA and the Members agree as follows.

TERMS OF AGREEMENT

NIPSTA agrees to provide the below-described professional services, training and assistance to the Members and their designated employees:

Section 1. Description of Services.

A. NIPSTA Center for Security and Life Safety. NIPSTA’s Center for Security and Life Safety (“CSLS”) has been created to respond to the natural and man-made challenges facing the community, corporate, and non-profit sectors. CSLS provides professional services, including training and education, focusing on prevention, mitigation, preparation, response and recovery to address the public safety challenges of a community or organization.

B. NIPSTA Professionals. NIPSTA employs qualified and trained professionals who provide services in accordance with industry best practices.

C. Scope of Services. NIPSTA and the Members have agreed to the following with respect to the services being provided by NIPSTA (the “**Services**”):

1. NIPSTA shall provide a qualified and trained professional (the “**NIPSTA Consultant**”), as agreed to by the Parties, who will perform certain duties (the “**Duties**”) for the Members. NIPSTA, in its discretion, shall determine the location from which the NIPSTA Consultant shall perform the Duties on behalf of the Members. If NIPSTA determines that it is desirable or advantageous for the Duties to be performed for a Member at an on-site location and the Member agrees with that determination, the Member shall provide an on-site location for the NIPSTA Consultant to perform the Duties. The Duties will be provided to Glencoe, Northfield, Wilmette and Winnetka individually. Glencoe, Northfield, Wilmette and Winnetka, individually, have the sole authority to approve all work performed and duties completed for it. For example, Glencoe will have no responsibility or authority with respect to Duties performed by the NIPSTA Consultant for Northfield, Wilmette or Winnetka and vice-versa.

2. NIPSTA has submitted to the Members a description of the Services and Duties to be provided by the NIPSTA Consultant, a copy of which is attached as **Exhibit “A”** to this Agreement (“***Scope of Services***

3. In the event that a Member is not satisfied with the Services being provided by the NIPSTA Consultant, the Member will notify NIPSTA and the other Members in writing including a brief explanation of any concerns. Within 7 days of receiving such notice, NIPSTA will schedule an in-person meeting with the NIPSTA Executive Director and the Village Manager or their designee of each Member in a good-faith attempt to resolve the dispute. NIPSTA will then take such actions which it deems appropriate to reasonably address the concerns to ensure that the Members remain satisfied with the Services and that the NIPSTA Consultant is providing the Services consistent with the requirements of this Agreement.

D. Establishing Priorities. Overarching priorities and goals for this role are established in collaboration with an advisory committee consisting of an administrative representative of each Member, along with other partners as established, and with subject-matter experts representing NIPSTA. Annual goals will be established in advance of the fiscal year. Specific quarterly goals, objectives and expected outcomes will be identified and evaluated by the advisory panel.

E. Work Hours. Days, hours and locations of work shall be determined by NIPSTA in collaboration with the Members. The NIPSTA Consultant will endeavor to split their time evenly among the Members in the performance of the Duties for each Member; however, the Parties agree that, from time to time, circumstances may result in more than approximately one-half of the total weekly hours being spent on the Duties of one Member and, in such case, the Parties agree that no true-up of the allocation of Fees or accounting of such time will be performed by NIPSTA and no cost sharing adjustment will be owed to the Parties.

F. Financial and Supervisory Authority. The NIPSTA Consultant has no financial authority nor supervisory responsibilities over any Member’s employees.

G. Individual Responsibilities. The Members and NIPSTA agree to the following individual responsibilities:

1. NIPSTA shall:

- Provide human resources functions with regard to the NIPSTA Consultant, including management of the hiring process, determine and manage their work hours, schedule and location, regular employee reviews, bi-weekly payroll, and employee insurance responsibilities.
- Ensure appropriate office and IT assets are available for the NIPSTA Consultant, including a NIPSTA workspace, laptop, access to printer, email address.
- Provide professional advisory services to ensure that the NIPSTA Consultant, remains actively engaged in trends affecting the breadth, depth and applicability of scope of the position.

2. The Members shall:

- Provide input regarding overarching essential duties and responsibilities of the NIPSTA Consultant.
- Provide specific written feedback for use during employee evaluations.
- Participate in establishing annual goals, objectives, expectations, and assessments.

- Participate in quarterly collaborative meetings at NIPSTA to include the NIPSTA Consultant, and NIPSTA administrative staff.
- Provide updates regarding community progress and satisfaction.

H. Final Decision Making. The Duties provided by the NIPSTA Consultant to the Members in accordance with this Agreement are suggestions to be taken into consideration by the individual Member. The opinions of NIPSTA, its representatives and the NIPSTA Consultant do not indicate mandatory measures or activities. The Members are responsible for all final decisions and approval processes as established by their organization.

I. Reporting. The NIPSTA Consultant reports directly to the NIPSTA Executive Director. The NIPSTA Executive Director or NIPSTA Consultant will provide quarterly progress reports to the Village Manager or Fire Chief of each Member, as designated by the Member, regarding the progress of the Services and the completion of their Duties during the term of this Agreement. The NIPSTA Executive Director or NIPSTA Consultant may provide additional progress reports when reasonably requested by the Member.

Section 2. Term of Agreement.

The dates and times for completion of the Services and related Duties shall be mutually agreed upon by NIPSTA and the Members. Otherwise, the Agreement shall expire at the conclusion of three (3) years from the date of mutual execution of the Agreement or a mutually agreed upon start date, subject to the early termination provisions of Section 6 (Termination) of this Agreement. The obligations of the Members to pay fees and costs associated with already performed Services by NIPSTA and the indemnification provisions of this Agreement shall survive any termination of this Agreement. These obligations to pay and the indemnification provisions shall remain in full force and effect through any statute of limitations period that may apply to any cause of action or any claim of any kind that may be brought against the Parties arising out of or relating to any matters covered by this Agreement.

Section 3. Fees and Cost Schedule for Provision of Professional Services.

A. The Fees and Costs for the Provision of Professional Services. The fees and costs for the provision of the Services is attached to this Agreement as **Exhibit “B”** and made a part hereof. Each Member is responsible for the payment of their own fees and costs.

B. Invoice and Payment. NIPSTA shall submit invoices for all fees and costs payable pursuant to the Agreement and outlined on **Exhibit “B”**, and the Members shall submit payment to NIPSTA within thirty (30) calendar days of the invoice.

C. Additional Services. In the event that additional services are requested by the Members that are not set forth on **Exhibit “A”**, the fees for such additional services shall be mutually agreed to in writing by the Parties, which writing shall constitute an addendum to **Exhibit “B”**.

Section 4. Insurance Coverage. The Parties agree to maintain the following insurance coverages:

A. NIPSTA Member Coverage.

a. NIPSTA Member Employees. While the Member's employees are participating in the Services under this Agreement, each employee shall remain covered under the Member's professional liability insurance, automobile insurance, worker's compensation insurance coverage, health insurance coverage, and general liability coverage and any other insurance coverages that are offered to the employees as maintained by the Member. The Member's employees shall not be considered employees or agents of NIPSTA and shall not be entitled to any employment benefits or rights afforded under any of the insurance coverages maintained by NIPSTA.

b. NIPSTA Member Coverage. The Member, at its cost, shall procure and maintain a commercial general liability insurance policy (which may also be referred to as a public liability insurance policy), including but not limited to coverage for bodily injury, illness, death and property damage, in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence and at least Two Million Dollars (\$2,000,000.00) aggregate for purposes of covering the Member and its employees' participation in the Services and their acts or omissions under this Agreement. The certificate of insurance or such other evidence of coverage shall name NIPSTA and each of its local government members, including the Village of Glenview, and their appointed and elected officers and officials, employees and agents, NIPSTA's directors, officers and officials, agents, attorneys, employees, instructors, volunteers and representatives ("NIPSTA Affiliates") as additional insured parties. In regard to its indemnification obligations, the Member's insurance coverage shall be primary to NIPSTA's own insurance coverage for all claims, lawsuits and damages of any kind that arise from or relate to the Member and its employees' activities that are covered by this Agreement, and any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by NIPSTA and any other insurance or benefit of NIPSTA shall be in excess of the Member's insurance coverage in regard to the foregoing claims, lawsuits and damages. The Member shall furnish evidence of such insurance to NIPSTA with this executed Agreement.

c. NIPSTA Member – Worker's Compensation. The Member, at its cost, shall also maintain for its employees a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and Employer's Liability coverage in an amount of One Million Dollars (\$1,000,000.00) per employee per accident. The Member shall furnish to NIPSTA a certificate of insurance evidencing such coverage.

d. NIPSTA Member – Proof of Insurance. The Member shall furnish certificates of insurance and shall have proof of premiums paid in full with effective coverage dates that are prior to the Effective Date of this Agreement. A copy of certificate(s) of insurance, insurance policies and endorsements, as applicable shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Agreement and shall remain in effect for all aspects of the Services for both ongoing and completed operations. Membership in an intergovernmental risk pool shall be sufficient to satisfy the insurance coverage to be furnished. The Member's insurance policy or policies of insurance shall specifically recognize and cover its indemnification obligations under this Agreement, and shall contain cross-liability endorsements. All Certificates of Insurance shall contain the following endorsement:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to NIPSTA."

In the event of the cancellation of any insurance policy required herein, or upon the Member's failure to procure said insurance, NIPSTA shall have the right to immediately terminate this Agreement.

B. NIPSTA Insurance Coverage.

a. NIPSTA Employees. While NIPSTA's employees are participating in the Services under this Agreement, each employee shall remain covered under NIPSTA's professional liability insurance, automobile insurance, worker's compensation insurance coverage, health insurance coverage, general liability coverage and any other insurance coverages that are offered to the employees as maintained by NIPSTA. NIPSTA's employees, including the NIPSTA Consultant, shall not be considered employees or agents of the Members and shall not be entitled to any employment benefits or rights afforded under any of the insurance coverages maintained by the Members.

b. NIPSTA Coverage. NIPSTA, at its cost, shall procure and maintain a commercial general liability insurance policy (which may also be referred to as a public liability insurance policy), including but not limited to coverage for bodily injury, illness, death and property damage, in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence and at least Two Million Dollars (\$2,000,000.00) aggregate for purposes of covering NIPSTA and its employees' performance of the Services and their acts and omissions under this Agreement. The certificate of insurance or such other evidence of coverage shall name the Members and each of its local government members, including the Village of Glencoe, Village of Northfield, Village of Wilmette and Village of Winnetka, and their appointed and elected officers and officials, employees and agents, the Members' directors, officers and officials, agents, attorneys, employees, instructors, volunteers and representatives ("Members Affiliates") as additional insured parties to the Members' own insurance coverage for all claims, lawsuits and damages of any kind that arise from or relate to NIPSTA and its employees' activities that are covered by this Agreement, and any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Members and any other insurance or benefit of the Members shall be in excess of NIPSTA's insurance coverage in regard to the foregoing claims, lawsuits and damages. NIPSTA shall furnish evidence of such insurance to the Members with this executed Agreement.

c. NIPSTA – Worker's Compensation. NIPSTA, at its cost, shall also maintain for its employees a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and Employer's Liability coverage in an amount of One Million Dollars (\$1,000,000.00) per employee, per accident. NIPSTA shall furnish to the Members a certificate of insurance evidencing such coverage.

d. NIPSTA – Proof of Insurance. NIPSTA shall furnish certificates of insurance and shall have proof of premiums paid in full with effective coverage dates that are prior to the Effective Date of this Agreement. A copy of certificate(s) of insurance, insurance policies and endorsements, as applicable, shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Agreement and shall remain in effect for all aspects of the Services for both ongoing and completed operations. Membership in an intergovernmental risk pool shall be sufficient to satisfy the insurance coverage to be furnished. NIPSTA's insurance policy or policies of insurance shall specifically recognize and cover its indemnification obligations under this Agreement, and shall contain cross-liability endorsements. All Certificates of Insurance shall contain the following endorsement:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Members [name]."

In the event of the cancellation of any insurance policy required herein, or upon NIPSTA's failure to procure said insurance, the Members shall have the right to immediately terminate this Agreement.

Section 5. Release, Hold Harmless and Indemnification. The Members and NIPSTA agree as follows:

A. Indemnification – NIPSTA. To the fullest extent permitted by Illinois law, NIPSTA shall indemnify, defend and hold harmless the Members and the Members’ appointed and elected officials, officers, employees and agents (“Members Affiliates”) from all bodily injuries, illnesses, death, property damage, losses, claims, demands, lawsuits, actions and costs (including reasonable defense and litigation expenses and the Members’ reasonable attorneys’ fees) of any kind that arise out of or relate to acts or omissions by NIPSTA and NIPSTA Affiliates relative to the provision of the Services or the Duties or any matters covered by this Agreement, except to the extent that such bodily injuries, illnesses, death property damage, losses, claims, demands, lawsuits, actions and costs result, in whole or in part, due to the acts or omissions of the Members or Members Affiliates. The obligation to indemnify and hold harmless pursuant to this paragraph shall not apply to any claim for injury or damage made by Members personnel to the extent that such claim is based upon the alleged negligent or intentional conduct of NIPSTA personnel and is not brought pursuant to the Illinois Worker’s Compensation Act.

B. Indemnification –Member. To the fullest extent permitted by Illinois law, each Member shall indemnify, defend and hold harmless NIPSTA and NIPSTA Affiliates from all bodily injuries, illnesses, death, property damage, losses, claims, demands, lawsuits, actions and costs (including reasonable defense and litigation expenses and NIPSTA’s reasonable attorneys’ fees) of any kind that relate to acts or omissions by each Members or each Members Affiliates or by the collective acts or omissions of the Members or Member Affiliates, or by third-parties retained or contacted by the Members relative to the provision of the Services or the Duties or any matters covered by this Agreement, except to the extent that such bodily injuries, illnesses, death, property damage, losses, claims, demands, lawsuits, actions and costs result, in whole or in part, due to the acts or omissions of the NIPSTA or NIPSTA Affiliates. The obligation to indemnify and hold harmless pursuant to this paragraph shall not apply to any claim for injury or damage made by NIPSTA personnel to the extent that such claim is based upon the alleged negligent or intentional conduct of Members personnel and is not brought pursuant to the Illinois Worker’s Compensation Act.

C. Freedom of Information Act. NIPSTA agrees to furnish all documentation related to this Agreement and any documentation related to the Members required under an Illinois Freedom of Information Act (ILCS 140/1 *et. seq.*) (“**FOIA**”) request within five (5) days after either Member issues notice of such request. NIPSTA agrees to defend, indemnify and hold harmless the Members, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for the Members to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from NIPSTA’s actual or alleged violation of the FOIA or NIPSTA’s failure to furnish all documentation related to a request within five (5) days after the Member issues notice of a request.

Furthermore, should NIPSTA request that the Members utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, NIPSTA agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense will include, without limitation, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. NIPSTA agrees to defend, indemnify and hold harmless the Members, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by NIPSTA’s request to utilize a lawful exemption to the Members.

Each Member agrees to furnish all documentation related to this Agreement and any documentation related to the NIPSTA required under an FOIA request within five (5) days after NIPSTA issues notice of such request. Each Member agrees to defend, indemnify and hold harmless NIPSTA, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for NIPSTA to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Member's actual or alleged violation of the FOIA or the Member's failure to furnish all documentation related to a request within five (5) days after the NIPSTA issues notice of a request.

Furthermore, should a Member request that NIPSTA utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Member agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense will include, without limitation, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Member agrees to defend, indemnify and hold harmless NIPSTA, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Member's request to utilize a lawful exemption to NIPSTA.

D. Waiver of Subrogation. Each party agrees to waive any right of recovery they may have against the other because of payments made for injury or damage arising out of the Services, Duties or any other matters covered by this Agreement.

Section 6. Termination.

This is a three (3) year Agreement, subject to termination as provided for in this Section 6.

Due to the staffing commitment that NIPSTA has to made in hiring the NIPSTA Consultant to deliver the Services under this Agreement, provided that NIPSTA is not in breach under the Agreement, if this Agreement is terminated during the initial twelve (12) months after the Effective Date by any Member(s), that Member(s) shall remain obligated to pay its/their prorated fees and costs for the initial eighteen (18) months of this Agreement.

NIPSTA may terminate this Agreement for any reason at any time upon ninety (90) calendar days prior written notice to the Members, without liability to the other Parties, except for the right of specific performance relative to (a) the payment obligations under this Agreement for the completion of those Services provided in advance of the receipt of the termination notice, or (b) the performance of any continuing obligations of any Party under this Agreement. This Agreement may also be terminated at any time for any reason by mutual agreement of the Parties or upon failure to cure a material breach of this Agreement. In the case of material breach by NIPSTA, the Members may agree to terminate this Agreement or remove themselves from the Agreement pursuant to the procedure set forth below, upon written notice, if NIPSTA fails to cure the breach within ten (10) calendar days after receipt of written notice. In the case of material breach by a Member, the non-defaulting party may terminate this Agreement upon written notice, if the defaulting party fails to cure the breach within ten (10) calendar days after receipt of written notice. Only the defaulting Party will be responsible for the cost of all non-cancellable obligations made in pursuit of this Agreement.

Each Member may remove themselves from this Agreement for any reason at any time upon ninety (90) calendar days prior written notice to the other Parties, without liability to the other Parties, except for the right of specific performance relative to (a) the payment obligations under this Agreement for the completion of those

Services provided in advance of the receipt of the removal notice as well as the obligation to pay the first eighteen (18) months of prorated fees and costs due after the Effective Date and the pro-rated amount of the unpaid fees and costs for the portion of the final year of its participation in this Agreement if the termination notice is sent during the second or third year of the Agreement, or (b) the performance of any continuing obligations of the other Parties under this Agreement. Such removal will not cause the termination of the Agreement unless the remaining Members elects, in their sole discretion, to terminate the Agreement without liability to NIPSTA, except for the right of specific performance relative to (a) the payment obligations under this Agreement for the completion of those Services provided in advance of the receipt of the termination notice, or (b) the performance of any continuing obligations of other Parties under this Agreement. The percentage share of the fees and costs of the Services of the Party removing itself from this Agreement shall be equally redistributed to the remaining Members. If the termination notice is sent during the second or third year of the Agreement, the Member removing themselves from this Agreement shall be responsible for the pro-rated amount of the fees and costs for the portion of the final year of its participation in this Agreement (including the time required for the written notice).

Section 7. Confidential Information.

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

B. No Disclosure of Confidential Information by the Members. The Members acknowledges that they may, under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Members shall hold confidential all Confidential Information and shall not directly or indirectly disclose, use, furnish, or make accessible such Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the subject Party in a fiduciary capacity without the express prior written consent of NIPSTA, except any information that is subject to disclosure under FOIA or as otherwise provided in this Agreement or otherwise required to be disclosed by law or court order. The Members shall use reasonable measures at least as strict as those the Members uses to protect its own Confidential Information. Such measures shall include, without limitation, requiring employees and subcontractors of the Members to execute a non-disclosure agreement before obtaining access to Confidential Information.

C. Member Confidential Information. The Parties acknowledge that the NIPSTA Consultant will have access to confidential information (“*Village Confidential Information*”) of, about, and belonging to, the Members relating to the NIPSTA Consultant’s responsibilities. Village Confidential Information does not include public documents or information that would otherwise constitute Village Confidential Information but that has become public. NIPSTA agrees that, both during and after the term of this Agreement, the NIPSTA Consultant

will not directly or indirectly use, disclose, furnish, or make accessible the Village Confidential Information of any Party to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the subject Party in a fiduciary capacity without the prior express written authorization of that Party, but instead NIPSTA and the NIPSTA Consultant will keep all Village Confidential Information confidential except as otherwise provided in this Agreement or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or otherwise by law or court order. NIPSTA shall use reasonable measures at least as strict as those that NIPSTA uses to protect its own Confidential Information. Such measures shall include, without limitation, requiring the NIPSTA Consultant to execute a non-disclosure agreement before obtaining access to Village Confidential Information. The Parties agree that any Village Confidential Information provided to NIPSTA by a Party may not be divulged or made accessible to another Party to this Agreement without the prior express written authorization of the divulging Party. Nothing in this Agreement creates any right of any Party to another Party's Confidential Information, even if the Confidential Information is shared with NIPSTA.

Section 8. General Terms.

A. Assignment. This Agreement shall not be altered, modified or amended except by written instrument approved and signed by all Parties. No Party may assign this Agreement, in whole or in part, without the prior written approval of the other Parties.

B. Force Majeure. No Party shall be liable in damages for any delay or default in performing its respective obligations under this Agreement if the delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, strikes, fires, floods or work stoppages, or acts or failures to act by the Parties or their respective Affiliates. So long as any such delay or default continues, the Party affected by the conditions shall keep the other Parties at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

C. No Relationship Created; No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any relationship of partner, joint venture, employee or agent as between the Parties hereto, nor shall this Agreement be construed to create any rights in third parties.

D. Severability. If any provision of this Agreement is held unenforceable, the provisions shall be severed and the remainder of this Agreement will continue in full force and effect. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any provision(s) hereof or any constitution, statute, ordinance, rule of law or public policy, or, for any reason, such circumstances shall not have the effect of rendering any other provision(s) contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

E. Compliance With The Law. Each Party shall comply with the relevant laws of any governing jurisdiction or authority.

F. Waiver. The failure of either Party at any time to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to later enforce the provision or all terms of this Agreement.

G. Counterparts/Facsimile/Email Signatures. This Agreement may be signed in counterparts, all of which together constitute the Agreement. Facsimile or emailed signatures shall constitute original signatures for all purposes.

H. Governing Law/Venue. This Agreement shall be governed by the laws of the State of Illinois. The Parties agree that the venue for all disputes, claims and lawsuits arising between the Parties under this Agreement shall be either the Circuit Court of Cook County, Illinois (Chicago/Daley Center) or the United States District Court, Northern District of Illinois (Chicago) and that either court system shall have jurisdiction of such matters and each Party consents to either Court's exercise of jurisdiction.

I. No Personal Liability. No member, official, employee or agent of NIPSTA or the Members shall be individually or personally liable in any manner under any legal claim or action brought pursuant to law or equity or contract in connection with this Agreement.

J. Notice. Upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Agreement.

For Village of Winnetka:

Name/Title

Address

Phone

Email

For Village of Glencoe:

Name/Title

Address

Phone

Email

For Village of Northfield:

Name/Title

Address

Phone

Email

For Village of Wilmette:

Name/Title

Address

Phone

Email

For NIPSTA:

Jill Ramaker, Executive Director

Northeastern Illinois Public Safety Training Academy

2300 Patriot Boulevard

Glenview, Illinois 60026

Phone: (847) 998-8090

Email: jramaker@nipsta.org

The Parties agree to promptly notify the other Parties of any change in its designated representative, which notice shall include the name, address, telephone number, fax number and email address of the representative for such Party for the purpose hereof. Any notice to be sent under this agreement may be sent via Certified U.S. Mail Return Receipt Requested, personnel delivery, messenger delivery, overnight express delivery, facsimile or email.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this Agreement on the dates set forth below, and the date of the last signatory below shall be inserted on Page 1 of this Agreement as the Effective Date.

Members:

NIPSTA:

The Village of Winnetka:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 202__

Date: _____, 202__

The Village of Glencoe:

The Village of Northfield:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 202__

Date: _____, 202__

The Village of Wilmette:

By: _____

Name: _____

Title: _____

Date: _____, 202__

Exhibit “A”

Scope of Services

Essential Duties and Responsibilities

Sustain the delivery of collaborative membership training activities through the following measures:

- Provides organization, coordination, delivery, direction and scheduling of fire training to be provided to Department personnel.
- Develops, coordinates and implements the fire department combined monthly training drills. Such drills are held on three (3) Saturdays per month.
- Develops fire training outlines and lesson plans for individual fire department in-house training
- Maintains and advises command staff and shift personnel of their individual requirements for all Office of the State Fire Marshal (OSFM) certifications, including recertification requirements and deadlines.
- Tracks all fire-related training hours for staff and command personnel. Provides collective and individual reports, including deadlines for critical elements, on a quarterly basis. Assists with the filing of certification requests and training reimbursement funding.
- Assigns and schedules all mandatory fire-related drills and training, as required by the Illinois Department of Labor (IDOL), the Occupational Safety and Health Administration (OSHA), and the International Organization for Standardization (ISO) utilizing Target Solutions.
- Proposes an annual fire training schedule for each participating community in compliance with internal and external requirements and needs assessments, including development of weekly, monthly, quarterly, bi-annual and annual training activities. Provides recommendations regarding annual training budgets based upon collective training needs and goals
- Maintains ongoing metrics regarding collective fire training delivery and other associated activities. Generates a final report each month including: total number of participants per department, total number of instructional hours, financial impact (as available), and other pertinent information as directed.
- Responsible for following all pertinent safety directives and policies of NIPSTA and the collaborating agencies.
- Actively participates in the Division 3 Training Committee.
- Other duties as assigned.

Exhibit “B”

Schedule of Fees and Costs

For the Provision of Professional Services

FEES AND COSTS:

This is a three (3) year pilot program. The fees below outline the specifics for each NIPSTA member participating in the program.

Funding for this full-time position will be equally shared by each of the NIPSTA member communities participating in this collaborative effort, regardless of variability in the number of sworn first responders or the population of the communities. Costs are divided into semi-annual payments and are based upon the anticipated salary of the NIPSTA Consultant. The initial invoice will be issued prior to the first day of official employment. The first invoice will reflect one half (1/2) of the expected annual invoicing amounts. The second invoice of the year will reflect specifics of the remaining total amount, based upon actual accounting and anticipated year-end totals.

A ten percent (10%) start-up fee will be assessed at the beginning of the Agreement. This fee will be used for the purpose of uniforms, IT requirements (hardware and software), and expenses related to human resources, including hiring, onboarding and orientation. This is a one-time assessment for the terms of the Agreement. This amount will be split equally between the participating members and will be included in full on the first invoice of the year.

A ten percent (10%) administrative fee will be included in the total amount due from each member each year, after the first year of the Agreement. This amount will be split equally between the participating members and will be included in full on the first invoice of the year.

NIPSTA may elect to increase the salary of the NIPSTA Consultant for years two and three of this Agreement. If NIPSTA increases the salary of the NIPSTA Consultant, the Members agree to an increase in the fee due under this Agreement by a maximum amount of four percent (4%) per year to reflect any actual increase in salary. Should the position become empty, a grace period of two (2) months shall be afforded to NIPSTA in order to interview qualified candidates and refill the position, but no payments shall be required to be made during the grace period.

Invoices will be issued by NIPSTA to the member in advance of due dates. Payment is expected within thirty (30) days of the date of the invoice.

YEAR ONE

Employee Salary	\$90,000 (anticipated)	
Insurance and Taxes @ 26%	<u>\$23,400</u>	
Subtotal	\$113,400	
10% Admin Fee (annual)	\$11,340	
10% Start-Up Fee (one time)	<u>\$11,340</u>	
Total Due Year One	\$136,080	[To be equally shared by each participating member]

Total due from the Village of Winnetka in YEAR ONE = \$34,020

First Installment	\$20,412 (includes 13% of salary and benefits, 25% of annual admin fee, 25% of start-up fee)
Second Installment	\$13,608 (includes remaining 12% of salary and benefits)

YEAR TWO

Employee Salary	\$93,600 (anticipated)
Insurance and Taxes @ 26%	<u>\$24,336</u>
Subtotal	\$117,936
10% Admin Fee (annual)	<u>\$11,734</u>
Total Due Year Two	\$129,670

Total due from the Village of Winnetka in YEAR TWO = \$32,267

First Installment	\$18,187 (includes 13% of salary and benefits, 25% of annual admin fee)
Second Installment	\$14,080 (includes remaining 12% of salary and benefits)

YEAR THREE

Employee Salary	\$97,344 (anticipated)
Insurance and Taxes @ 26%	<u>\$25,309</u>
Subtotal	\$122,653
10% Admin Fee (annual)	<u>\$12,265</u>
Total Due Year Two	\$134,918

Total due from the Village of Winnetka in YEAR THREE = \$33,729

First Installment	\$19,011 (includes 13% of salary and benefits, 25% of annual admin fee)
Second Installment	\$14,718 (includes remaining 12% of salary and benefits)



Agenda Item Executive Summary

TITLE: Resolution No. R-69-2024: Approving Change Order No. 1 to the Contract with Di Meo Brothers, Inc. for Construction Services for the Crow Island Stormwater Storage and Conveyance Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: September 3, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On February 6, 2024, the Village Council approved adoption of Resolution No. R-7-2024, authorizing a contract for the Crow Island Stormwater Storage and Conveyance Project with DiMeo Brothers, Inc. (DiMeo), in an amount not to exceed \$7,642,410.

EXECUTIVE SUMMARY:

On February 6, 2024, the Village Council approved adoption of Resolution No. R-7-2024, authorizing a contract for the Crow Island Stormwater Storage and Conveyance Project with DiMeo Brothers, Inc. (DiMeo), in the amount not to exceed \$7,642,410. This project is a crucial piece of the Village's overall stormwater management system and was made possible by Intergovernmental Agreements between the Village of Winnetka and the Winnetka School District No. 36 Board of Education (D36) and the Winnetka Park District (WPD).

Through August 16, 2024, DiMeo has completed over 90 percent of the work. The following additional work is beyond the scope of the project as it was originally bid:

1. Sod installation atop the Mt. Pleasant Berm instead of seed and hydro mulch.
2. Additional water main replacement through the Village-owned parcel at 1205 Sunset Road.

Although these items were not included in the original scope of work, they are valuable additions to the project for several reasons. Item 1 represents continued cooperation between the Village of Winnetka and D36 in restoring the site to acceptable conditions after construction is complete. Item 2 represents a needed infrastructure improvement that could be accomplished now while a contractor is onsite and under contract, resulting in a more robust water distribution system and cost savings by doing this replacement work in conjunction with the stormwater project. The replacement of the additional watermain was initiated based on the condition of the main that was evaluated during construction. With the addition of these two work activities, a change order has been developed, adding \$120,303 to the contract with DiMeo. This change order represents a 1.6 percent increase to the project cost; an attached exhibit contains a detailed list of items comprising these costs. The adjusted DiMeo contract

amount, including this change order, would be \$7,762,713.

Contract Discussion

The Engineering Department has reviewed the change order and has confirmed it reflects overall infrastructure improvements for the Village of Winnetka. For these reasons, staff is recommending that the Village Council consider approving Resolution No. R-69-2024, approving Change Order No. 1 increasing the contract for the Crow Island Storage and Conveyance Project with DiMeo Brothers, Inc. by \$120,303 for a total price not to exceed \$7,762,713.

Project Cost / Source of Funds

There is a sufficient contingency balance to fund the additional costs for the project. The revised DiMeo Contract price based on the change order is as follows:

DiMeo Brothers, Inc. Original Contract Amount	\$7,642,410
Change Order No. 1	<u>\$120,303</u>
New DiMeo Contract Total	\$7,762,713

An updated stormwater tracking spreadsheet is attached - after considering this change order, the remaining contingency balance for the stormwater project is \$5,255,349 (18%).

RECOMMENDATION:

Consider adopting Resolution No. R-69-2024, approving a change order to the contract for the Crow Island Stormwater Storage and Conveyance Project with DiMeo Brothers, Inc., in the amount not to exceed \$120,303.

ATTACHMENTS:

1. Resolution No. R-69-2024: Approving Change Order No.1 to the Contract with Di Meo Brothers, Inc. for Construction Services for Crow Island
2. Change Order No. 1 - Crow Island Stormwater Storage and Conveyance Project
3. Stormwater Cost Tracking 2024

RESOLUTION NO. R-69-2024

**A RESOLUTION APPROVING CHANGE ORDER NO. 1
TO THE CONTRACT WITH DI MEO BROTHERS, INC.
FOR CONSTRUCTION SERVICES FOR
THE CROW ISLAND STORMWATER STORAGE AND CONVEYANCE PROJECT**

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

WHEREAS, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village engaged in various studies and planning for major infrastructure and other improvements for managing stormwater to reduce flooding in the Village (*“Stormwater Master Plan”*); and

WHEREAS, the Village engaged in multiple projects under the Stormwater Master Plan, including a project to install stormwater improvements at the Crow Island School site and the Crow Island Park site (*“Project”*); and

WHEREAS, on February 6, 2024, the Village approved adoption of Resolution R-7-2024, which authorized a contract (*“Contract”*) with the Di Meo Brothers, Inc. (*“Contractor”*) for the Contractor to install new stormwater storage facilities for the Crow Island Underground Storage Facility, and perform related construction work pursuant to the Project (*“Work”*) in the amount not to exceed \$7,642,410; and

WHEREAS, it was determined that the Project required additional work, including sod installation, instead of seed and hydromulch, atop the Mt. Pleasant Berm, and additional water main replacement through the Village-owned parcel located at 1205 Sunset Road (*“Additional Work”*); and

WHEREAS, the Contractor has offered to perform the Additional Work for an additional amount not to exceed \$120,303.00 pursuant to a change order to the Contract (*“Change Order No. 1”*); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into Change Order No. 1 with the Contractor;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 1. The Village Council approves Change Order No. 1 in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 1, after receipt by the Village Manager of two executed copies of Change Order No. 1 from Contractor; provided, however, that if the Village Manager does not receive two executed copies of Change Order No. 1 from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal Change Order No. 1 will, at the option of the Village Council, be null and void.

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

ADOPTED this 3rd day of September, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

August 26, 2024

CHANGE ORDER NO. 1

PROJECT: Crow Island Stormwater Storage and Conveyance Project
OWNER: Village of Winnetka, Illinois
CONTRACT: 023-023
CONTRACTOR: DiMeo Brothers, Inc.

Description of Change

1a	AUP No. 3—Horizontal directional drill long water service (1 each [EA] at \$9,178.00/EA).	ADD	\$9,178
1b	AUP No. 4—Install sod on the Mt. Pleasant berm.	ADD	\$34,200
1c	Ductile iron water main, 8 inches (383 linear feet [FT] at \$225.00/FT).	ADD	\$86,175
1d	8-inch gate valve (1 EA at \$4,000.00/EA).	(DEDUCT)	(\$4,000)
1e	Valve vaults, Type A, Type 1 frame, closed lid, 4-foot diameter (1 EA at \$7,000.00/EA).	(DEDUCT)	(\$7,000)
1f	Valve vaults, Type A, Type 1 frame, closed lid, 5-foot diameter (1 EA at \$8,000.00/EA).	(DEDUCT)	(\$8,000)
1g	Fire hydrant with auxiliary valve and valve box (2 EA at \$10,000/EA).	ADD	\$20,000
1h	Fire hydrants to be removed (1 EA at \$750.00/EA).	ADD	\$750
1i	6-inch line stop (2 EA at \$5,500/EA).	(DEDUCT)	(\$11,000)
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$120,303

Contract Price Adjustment

Original Contract Price	\$7,642,410
Previous Change Order Adjustments	\$0
Adjustment in Contract Price this Change Order	\$120,303
Current Contract Price including this Change Order	\$7,762,713

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	November 1, 2024
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 days
Contract Substantial Completion Date Adjustments due to this Change Order	0 days
Current Substantial Contract Completion Dates including all Change Orders	November 1, 2024

Village of Winnetka-DiMeo Brothers, Inc.
Contract 023-023, Change Order No. 1
Page 2
August 26, 2024

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	November 15, 2024
Contract Final Completion Date Adjustments due to previous Change Orders	0 days
Contract Final Completion Date Adjustments due to this Change Order	0 days
Current Final Contract Completion Dates including all Change Orders	November 15, 2024

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED



ENGINEER-Strand Associates, Inc.®
Date 8/26/2024

APPROVED


CONTRACTOR-DiMeo Brothers, Inc.
Date 8/26/2024

APPROVED


OWNER-Village of Winnetka, Illinois
Date _____

Project	Council Approved Budget 11/2020	12/31/2021 (CPI - 7%) - Note 1	12/31/2022 (CPI - 6.5%) - Note 4	As of December 31, 2023	12/31/2023 (CPI - 3.4%) - Note 4	As of September 1, 2024
Storage Projects						
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,321,307	\$ -	\$ -	\$ -
Tree Removal (Homer)	\$ -	\$ -	\$ 232,440	\$ 232,440	\$ 232,440	\$ 232,440
Tree Removal (DiMeo)	\$ -	\$ -	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000
CCFP SWM Contract (Berger)	\$ -	\$ -	\$ -	\$ 3,281,288	\$ 3,281,288	\$ 3,281,288
Landfill Reconfiguration	\$ 1,719,378	\$ 1,839,734	\$ 1,052,047	\$ 252,391	\$ 260,972	\$ -
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 851,896	\$ 851,896	\$ 851,896	\$ 851,896
CCFP SWM Contract (Berger)				\$ 799,656	\$ 799,656	\$ 799,656
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260,972
Crow Island Storage	\$ 3,994,524	\$ 4,274,141	\$ 4,551,960	\$ 2,670,960	\$ 2,761,773	\$ -
StormTrap R-83-2023	\$ -	\$ -	\$ -	\$ 1,881,000	\$ 1,881,000	\$ 1,881,000
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,153,616
DiMeo 2024 R-69-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,303
Duke Childs & Park District Storage	\$ 6,907,777	\$ 7,391,321	\$ -	\$ -	\$ -	\$ -
StormTrap	\$ -	\$ -	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821
Par 3 Golf Course Storage	\$ 1,456,319	\$ 1,558,261	\$ -	\$ -	\$ -	\$ -
DiMeo Contract R-74-2022			\$ 2,424,009	\$ 2,424,009	\$ 2,424,009	\$ 2,424,009
18-Hole Golf Course Storage	\$ 3,460,107	\$ 3,702,314	\$ -	\$ -	\$ -	\$ -
Village electrical costs	\$ -	\$ -	\$ 238,220	\$ 238,220	\$ 238,220	\$ 238,220
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734
DiMeo Contract R-58-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,750)
Subtotal Storage Projects	\$ 19,946,583	\$ 21,342,843	\$ 26,039,644	\$ 26,999,625	\$ 27,099,019	\$ 27,608,415
Conveyance Projects						
Hibbard Road	\$ 3,400,150	\$ 3,638,161	\$ 2,037,708	\$ 1,134,462	\$ 1,173,034	\$ 1,173,034
DiMeo Contract R-74-22 (47% of project)	\$ -	\$ -	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274
CCFP SWM contract Berger (25%)	\$ -	\$ -	\$ -	\$ 903,246	\$ 903,246	\$ 903,246
Spruce Street	\$ 175,901	\$ 188,214	\$ 200,448	\$ 200,448	\$ 207,263	\$ 207,263
Oak Street West	\$ 998,631	\$ 1,068,535	\$ 996,086	\$ 996,086	\$ 1,029,953	\$ 1,029,953
DiMeo Contract R-74-22 (12% of project)	\$ -	\$ -	\$ 122,749	\$ 122,749	\$ 122,749	\$ 122,749
Oak Street East	\$ 2,266,544	\$ 2,425,202	\$ 2,582,840	\$ 2,582,840	\$ 2,670,657	\$ 2,670,657
Ash Street	\$ 3,514,116	\$ 3,760,104	\$ 3,565,862	\$ 3,565,862	\$ 3,687,101	\$ 3,687,101
DiMeo Contract R-74-22 (11% of project)	\$ -	\$ -	\$ 347,788	\$ 347,788	\$ 347,788	\$ 347,788
Willow Road East	\$ 3,636,327	\$ 3,890,870	\$ 4,143,776	\$ 3,315,021	\$ 3,427,732	\$ 3,427,732
CCFP SWM contract Berger (20%)	\$ -	\$ -	\$ -	\$ 828,755	\$ 828,755	\$ 828,755
Crow Island Outlet	\$ 1,754,866	\$ 1,877,707	\$ 1,999,758	\$ 1,999,758	\$ 2,067,750	\$ -
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,067,750
Mount Pleasant Street	\$ 1,789,171	\$ 1,914,413	\$ 2,038,850	\$ 2,038,850	\$ 2,108,171	\$ 1,581,128
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 527,043
Sunset Road West	\$ 1,935,429	\$ 2,070,909	\$ 2,205,518	\$ 1,433,587	\$ 1,482,329	\$ -
CCFP SWM contract Berger (35%)	\$ -	\$ -	\$ -	\$ 771,931	\$ 771,931	\$ 771,931
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,482,329
Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 5,087,719	\$ 5,087,719	\$ 5,260,701	\$ 5,260,701
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,297,825	\$ 2,297,825	\$ 2,375,951	\$ 2,375,951
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,698,966	\$ 1,698,966	\$ 1,756,731	\$ 1,756,731
Hill Road	\$ 270,802	\$ 289,758	\$ 308,592	\$ 308,592	\$ 319,084	\$ 319,084
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 3,085,141	\$ 3,085,141	\$ 3,190,036	\$ 3,190,036
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,888,069	\$ 1,888,069	\$ 1,952,263	\$ 1,952,263
Flood Prone Property - CIW	\$ -	\$ -	\$ 395,000	\$ 395,000	\$ 395,000	\$ 395,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 36,577,969	\$ 36,577,969	\$ 37,653,499	\$ 37,653,499
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated						
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ -	\$ -	\$ -	\$ -
Strand Contract R-78-2022	\$ -	\$ -	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440
Strand Contract R-104-2022	\$ -	\$ -	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
Committed Engineering Costs			\$ 1,848,660	\$ 1,848,660	\$ 1,848,660	\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ -	\$ -	\$ -	\$ -
Jacobson Contract R-108-2022	\$ -	\$ -	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Strand Contract R-75-2022	\$ -	\$ -	\$ 665,800	\$ 665,800	\$ 665,800	\$ 665,800
Construction Mgmt. - Hibbard / Crow	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000	\$ 556,000	\$ 556,000	\$ 125,600
Strand Contract R-15-2024	\$ -	\$ -				\$ 430,400
Strand Contract R-38-2023	\$ -	\$ -		\$ 444,000	\$ 444,000	\$ 444,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 6,724,726	\$ 5,764,745	\$ 5,764,745	\$ 5,255,349
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,312,308	\$ 18,352,327	\$ 18,352,327	\$ 17,842,931
Project Total	\$ 75,721,000	\$ 79,362,730	\$ 81,929,921	\$ 81,929,921	\$ 83,104,845	\$ 83,104,845

Allocated Contingency at 7/1/2024 (Note 2):	\$ 4,820,442
Previously Committed Costs at 6/1/2024 (Note 3):	48,974,709
DiMeo R-69-2024 (Note 5):	120,303

Project Summary	
Total Costs Committed to Date (63%):	\$ 49,095,012
Balance to Complete (37%):	\$ 28,754,484
Remaining Contingency (18%):	\$ 5,255,349
Project Total:	\$ 83,104,845

- Notes:**
- Note 1) The original Council approved plan from November of 2020 was escalated through 12/31/2021 utilizing the U.S. Bureau of Labor Statistics December 31, 2021 Consumer Price Index report.
https://www.bls.gov/news.release/archives/cpi_01122022.htm
- Note 2) The cell highlighted in blue is the total amount of project contingency utilized as of March 1, 2023. This amount reflects contingency drawdowns of:
- North of Willow Project (DiMeo) - \$3,048,061
 - Design Engineering Hibbard / Conveyance (Strand) - \$72,922
 - Property Acquisition - \$145,000
 - CCFPD Fees - \$60,082
 - Construction Management - (Jacobssen) - \$45,000
 - Hibbard Preserve Storage (Berger) - \$959,981
 - Mitigation Fees - Totaled less than anticipated, difference added back to contingency +\$20,000
 - Crow Island contract (R-7-2024) -\$391,843
 - North of Willow Project closeout credit balance (DiMeo) (R-58-2024) +\$2,750
 - Crow Island Change Order No. 1 (DiMeo) (R-69-2024) -\$120,303
- Note 3) Cells highlighted in green reflect committed costs as of February 1, 2024. A "committed cost" is an amount that has already been expended or is contractually obligated to be paid in the future. The following is a summary of some of the substantial committed costs to date:
- R-51-2020 (8/4/2020): Strand - \$650,100, CCFP and Landfill Design Engineering.
 - R-25-2021 (2/19/2021): Strand - \$939,670, N. of Willow Design Engineering.
 - R-98-2021 (12/7/2022): Storm Trap Purchase - \$4,239,210.
 - R-74-2022 (6/21/2022): DiMeo - \$15,285,271 (\$426,673 reimbursable)
^ above does not include \$1,229,286 WPD alternatives costs.
 - R-75-2022 (6/21/2022): Strand - \$665,800, N. of Willow Construction Engineering.
 - R-78-2022 (6/21/2022): Strand - \$2,920,440, Conveyance Engineering.
 - R-88-2022 (8/16/2022): USACE Mitigation Fees - \$2,200,000.
 - R-58-2019 and R-27-2020: 9/6/22 payments made to New Trier High School (\$279,600) and Winnetka Park District (\$390,000).
 - R-69-2022 (11/15/2022): \$395,000 in flood prone property acquisition costs. In total the property acquisition cost is \$1,295,000 offset by \$900,000 grant from MWRD for a net cost of \$395,000.
 - R-104-2022 (10/6/2022): Hibbard Road stormwater design services - \$65,000.
 - R-106-2022 (10/18/2022): CCFPD IGA Fees - \$3,173,082.
 - R-108-2022 (10/18/2022): Golf course construction management costs - \$45,000 (Jacobsen
 - R-128-2022 (12/6/2022): Tree Removal Contract with Homer Tree Removal - \$232,440.
 - R-129-2022 (12/6/2022): Tree Removal Contract with DiMeo Construction - \$165,000.
 - R-21-2023 (2/7/2023): Berger Contract - \$6,584,876, Hibbard road stormwater project.
 - R-38-2023 (3/21/2023): Strand Engineering - \$444,000 for resident engineering services on Hibbard road.
 - R-83-2023 (9/5/2023): Crow Island Storm Trap purchase - \$1,881,000.
 - R-7-2024 (2/6/2024): DiMeo - Crow Island Storage contract - \$7,491,710.
 - R-15-2024 (2/20/2024): Strand Crow Island Construction Management - \$430,400.
 - R-58-2024 (6/18/2024): DiMeo Change Order - (\$2,750).
- Note 4) As was done on January 1, 2022, and January 1, 2023 the Council approved plan is being escalated utilizing the U.S. Bureau of Labor Statistics December 31, 2023 Consumer Price Index report. The escalation captures the annual CPI for 2023: 3.4%. The escalation factor is only applied to portions of the project that have not been committed and does not apply to soft costs such as construction management or contingency.
https://www.bls.gov/news.release/archives/cpi_01122023.htm
<https://www.bls.gov/news.release/pdf/cpi.pdf>
- Note 5) Cells highlighted in pink reflect \$120,303 in association with DiMeo Change Order No.1 for additional work on the Crow Island storage project. This additional work is for sod installation, instead of seed and hydro mulch and also for the contractor to install additional watermain replacement through 1205 Sunset Rd. This change order will be considered at the September 3, 2024 Village Council meeting (R-69-2024).



Agenda Item Executive Summary

TITLE: Ordinance No. M-10-2024: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of a New Single-Family Residence Within the R-2 Single Family Residential District - 473 Sheridan Road (Introduction/Adoption)

PRESENTER: Ann Klaassen

AGENDA DATE: September 3, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

INTRODUCTION

On September 3, 2024, the Village Council is scheduled to consider Ordinance No. M-10-2024 in response to an application submitted by Robert T. Delaney (the "Applicant") as manager of Layercake LLC, beneficiary of Chicago Title Land Trust Company Trust Number 8002390607 dated December 9, 2022 (the "Owner"), for the property located at 473 Sheridan Road (the "Subject Property"). (**Attachment 1**) The Applicant requests approval of the following zoning variation to allow construction of a new single-family residence on the Subject Property:

1. **Front Yard Setback** of 29.87 feet from the west property line, whereas a minimum of 50 feet is required, a variation of 20.13 feet (40.26%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The existing residence currently provides a front yard setback of 29.87 feet].

The Applicant intends to maintain the existing attached garage and demolish the main two-story portion of the existing residence to accommodate construction of a new single-family residence that would be attached to the existing garage. The existing residence currently provides a nonconforming front yard setback of 29.87 feet from the west property line to the existing attached garage, which is the same setback the Applicant proposes by maintaining the existing garage for the new residence.

The proposed plan also includes construction of a pool and a 333-square foot boat house that do not require zoning relief. With the exception of the front yard setback, the proposed 2½-story residence would comply with all other zoning regulations, including those of the recently adopted steep slope regulations.

The Subject Property is a flag lot, which is an irregularly shaped lot consisting of two sections: the primary mass of the lot (the "flag" portion), which is set back from the street frontage access and is behind one or more other lots; and a narrow access corridor (the "flagpole" portion). Additionally, the

Subject Property is a through lot with opposite lot lines along Sheridan Road and the ordinary high-water mark of Lake Michigan. Also, because the front street line along Sheridan Road is less than 50 feet, the front lot line from which the front yard setback is measured from is determined by the Zoning Administrator.

Steep Slope Regulations. The Applicant has provided a Steep Slope Exhibit, which is included in **Attachment 2**, to demonstrate the location of the slope impact area (steep slope zone and slope transition area) on the Subject Property. The Village Engineering Department and coastal engineer assisting the Village on the review of lakefront development projects have confirmed that the steep slope zone and slope transition area are correctly depicted in the Steep Slope Exhibit provided by the Applicant, and during the building permit review process the Applicant should be able to demonstrate that the proposed improvements can comply with the steep slope development standards.

The proposed boat house is allowed within the required front yard setback of 50 feet from the ordinary high-water mark of Lake Michigan. Additionally, the proposed boat house, which measures approximately 333 square feet and 14 feet in height (15.5 feet to the top of the guardrail), complies with the size limitations for a boat house within the steep slope zone (i.e., no larger than 860 square feet and no taller than 15 feet, however guardrails around a boat house rooftop deck may extend an additional 3 feet). The boathouse is the only proposed improvement within the steep slope zone. Regardless, upon submittal of the building permit for the proposed improvements, the Village Engineer will review the proposed plans for the boat house, and all other site improvements, and will require additional engineering to verify that the boat house will not jeopardize slope stability, and that it will not adversely impact the stability of the property or adjacent property.

ADVISORY BOARD/COMMISSION REVIEW

The Zoning Board of Appeals (ZBA) considered the request on August 12, 2024. **Attachment 2** includes the staff report to the ZBA and the meeting minutes, which summarize the request. One member of the public spoke at the meeting and also submitted a written comment prior to the ZBA meeting, which is provided in **Attachment 3**. After hearing from the Applicant's architect and the public, the Board discussed the request. The Board found the request met the general variation standards as well as the Steep Slope Regulations standard that the effects of the Steep Slope Regulations constitute a practical difficulty or unreasonable hardship when applied to the unique features of the Subject Property. By a vote of 4-0, the ZBA recommended approval of the request.

The Applicant has also submitted a demolition application for the existing residence on the Subject Property, which was considered by the Historic Preservation Commission on May 6, 2024. By a vote of 4-0, the Commission approved the demolition without delay.

RECOMMENDATION:

Given the ZBA recommendation of approval was unanimous, the Council may wish to (a) consider waiving introduction of Ordinance No. M-10-2024 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-10-2024.

ATTACHMENTS:

1. Ordinance No. M-10-2024: Granting a Variation from the Winnetka Zoning Ordinance to Allow Construction of a New Single-Family Residence
2. August 7, 2024, ZBA Staff Report and August 12, 2024, ZBA Meeting Minutes
3. Public Correspondence

AN ORDINANCE GRANTING A VARIATION FROM THE
WINNETKA ZONING ORDINANCE TO ALLOW THE CONSTRUCTION
OF A NEW SINGLE-FAMILY RESIDENCE WITHIN
THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT
(473 Sheridan Road)

WHEREAS, Robert T. Delaney (*“Applicant”*) is manager of Layercake LLC (*“Applicant Trust”*) which Applicant Trust is the beneficiary of Chicago Title Land Trust Company Trust Number 8002390607 dated December 9, 2022 (*“Owner”*); and

WHEREAS, the Owner is the record title owner of the lakefront parcel of real property commonly known as 473 Sheridan Road in 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 approximately 0.44 acres and located within the R-2 Single Family Residential District of the Village (*“R-2 District”*) and is currently improved with a single-family residence and attached garage; and

WHEREAS, portions of the Subject Property are located in the Slope Impact Area and Steep Slope Zone, as defined in Chapter 17.82 (*“Steep Slope Regulations”*) of the Winnetka Zoning Ordinance (*“Zoning Ordinance”*); and

WHEREAS, the Steep Slope Regulations and the Zoning Ordinance provide flexibility to ensure lakefront property owners can use, maintain, and develop their respective properties; and

WHEREAS, the Owner desires to demolish the existing residence and construct (i) a new single-family residence on the Subject Property (*“Proposed Residence”*) and (ii) a boat house in the portion of the Subject Property located in the Steep Slope Zone under the Steep Slope Regulations; and

WHEREAS, pursuant to Section 17.30.050 of the Zoning Ordinance, the minimum required front yard setback for the Subject Property is 50 feet; and

WHEREAS, to construct the Proposed Residence on the Subject Property and maintain the existing garage, the Owner filed an application for a variation from Section 17.30.050 to allow a front yard setback of 29.87 feet from the west property line, which is the same setback as the existing residence (*“Variation”*); and

WHEREAS, on August 12, 2024, after due notice thereof, the Zoning Board of Appeals (*“ZBA”*) conducted a public hearing on the Variation and, by a vote of four members in favor and zero opposed, recommended that the Council of the Village of Winnetka (*“Village Council”*) approve the Variation; and

WHEREAS, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Variation is in harmony with the general purpose and intent of the Zoning Ordinance and is in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning Ordinance; and (ii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provision or regulation of the Zoning Ordinance from which the Variation has been sought; and

WHEREAS, the Village Council has determined that approval of the Variation for the Subject Property within the R-2 District is in the best interest of the Village and its residents;

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

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

SECTION 2: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variation from Section 17.30.050 of the Zoning Ordinance to allow the construction of the Proposed Residence on the Subject Property is granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 3: CONDITIONS. The Variation granted in Section 2 of this Ordinance is subject to, and contingent upon, compliance by the Owner with the following conditions:

- A. **Commencement of Construction.** The Owner must commence the construction of the Proposed Residence no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Residence and Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands, all Village fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all of these fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. The Owner must also pay upon demand all costs incurred by the Village for publications and recordings required in connection with this Ordinance and the relief granted in this Ordinance.
- D. **Compliance with Plans.** The development, use, and maintenance of the Proposed Residence on the Subject Property must be in strict compliance with the plans

prepared by William Murphy Architect, LTD., consisting of 10 sheets, with a latest revision date of August 5, 2024, and iG Consulting, INC. consisting of three sheets, with a latest revision date of July 18, 2024, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Engineering (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

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

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

SECTION 6: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 7: SEVERABILITY. 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 so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8: EFFECTIVE DATE.

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

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

reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that the Owner does not file with the Village Clerk a fully executed copy of the Unconditional Agreement and Consent required in Section 8.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this 3rd day of September, 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 Village Council of the Village of Winnetka, Illinois, this ____ day of _____, 2024.

Introduced: September 3, 2024
Passed and Approved: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 2 IN WINNETKA BEACH ESTATES, A SUBDIVISION OF THAT PART OF BLOCK 42 IN CHARLES E. PECK'S SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 20 AND THE NORTH $\frac{1}{2}$ OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDAN, LYING NORTH OF THE NORTHERLY LNE OF THAT PART OF NON-VACATED CHERRY STREET AND SOUTH OF THE NORTHERLY LINE OF THE SOUTH 10 FEET OF OAK STREET AND EASTELRY OF THE EAST LINE OF SHERIDAN ROAD, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 473 Sheridan Road, Winnetka, Illinois.

PIN: 05-21-200-003-0000

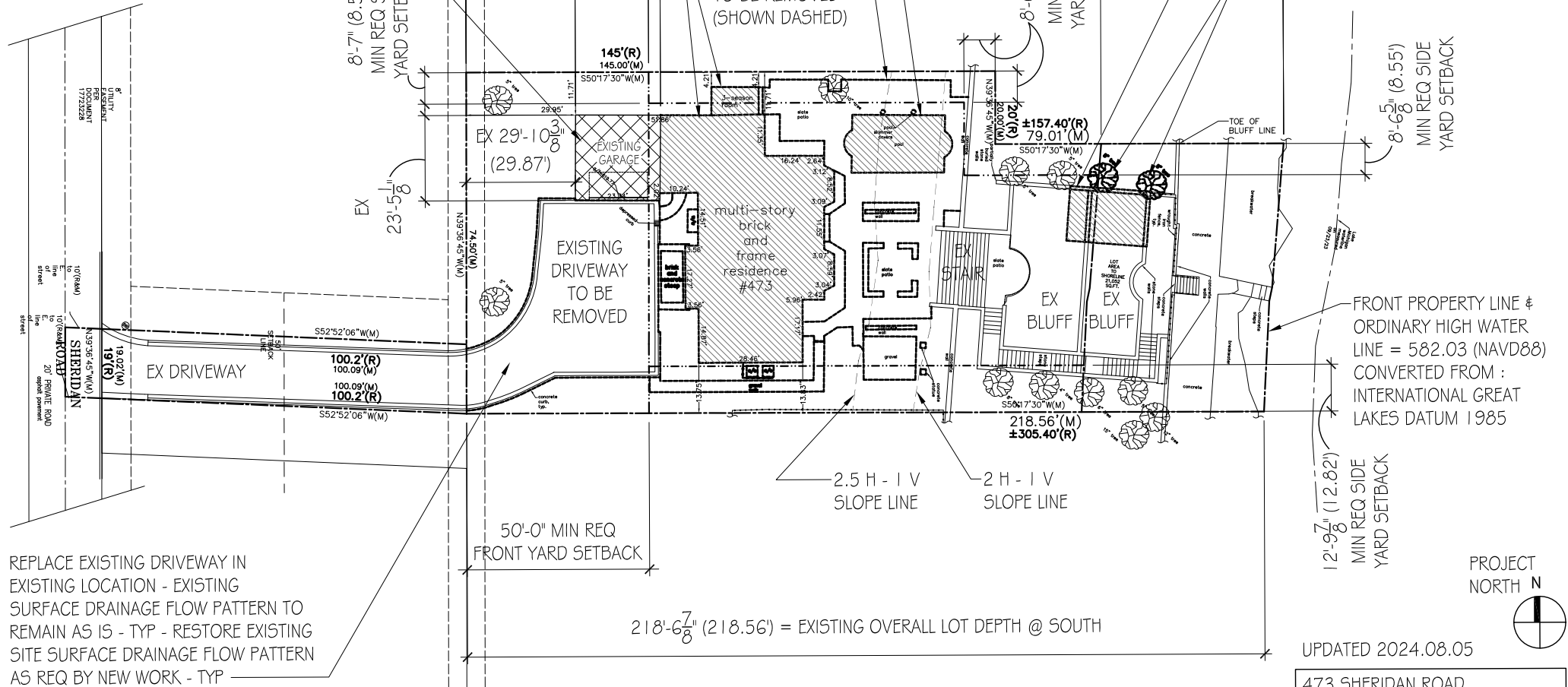
EXHIBIT B

PLANS

(SEE ATTACHED EXHIBIT B)

224'-0 $\frac{1}{8}$ " (224.01') = EXISTING OVERALL LOT DEPTH @ NORTH

EXISTING 1-STORY 2-CAR BRICK GARAGE TO REMAIN - EXISTING HIP ROOF & CUPOLA TO BE REMOVED - REPLACE W/ NEW OPEN ROOF DECK



UPDATED 2024.08.05

473 SHERIDAN ROAD
DEMOLITION SITE PLAN
2024.07.10
SCALE: 1" = 40'-0"
WILLIAM MURPHY ARCHITECT, LTD.

AVERAGE LOT DEPTH :
 = LOT AREA / LOT DEPTH
 = 19,148 SF / 224.01' = 85.5'

MIN REQ SIDE YARD
 SETBACK EACH SIDE :
 = 6.00' + [.10 x (85.5'-60.00')]
 = 6.00' + 2.55' = 8.55'

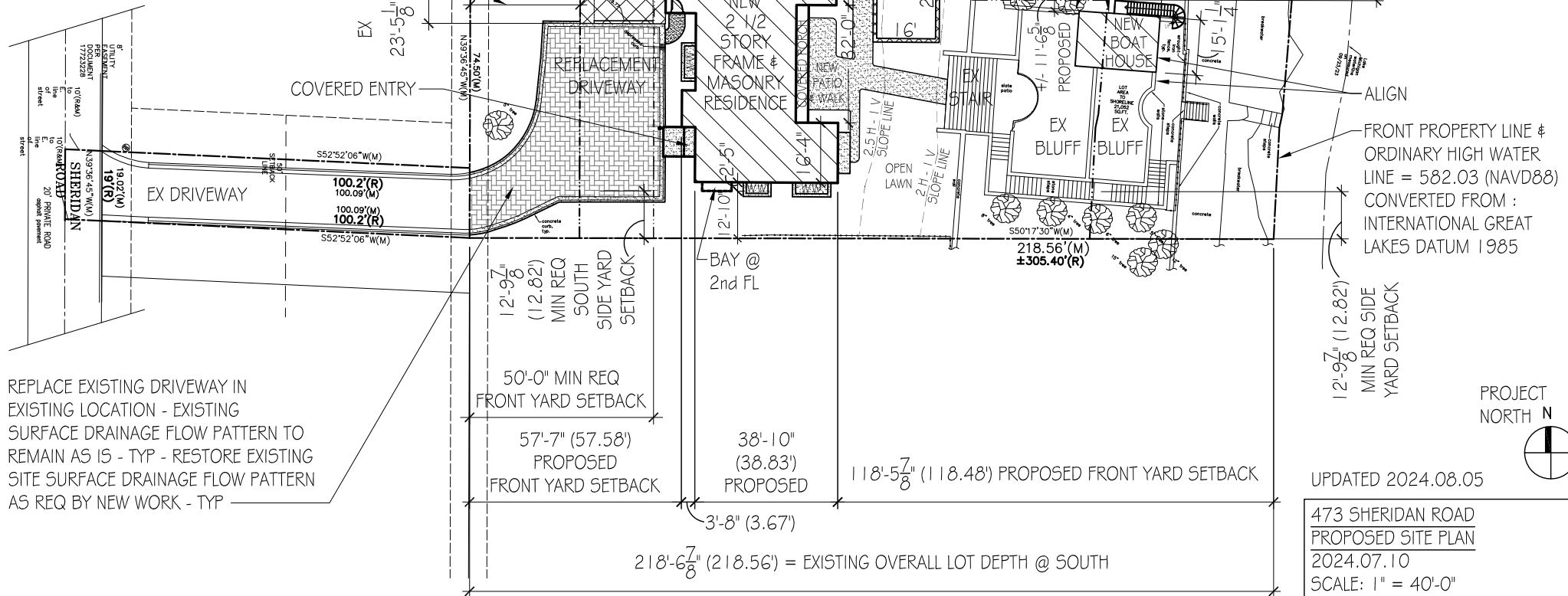
MIN COMBINED SUM OF
 BOTH SIDE YARD SETBACKS :
 = .25 x 85.5' = 21.37'

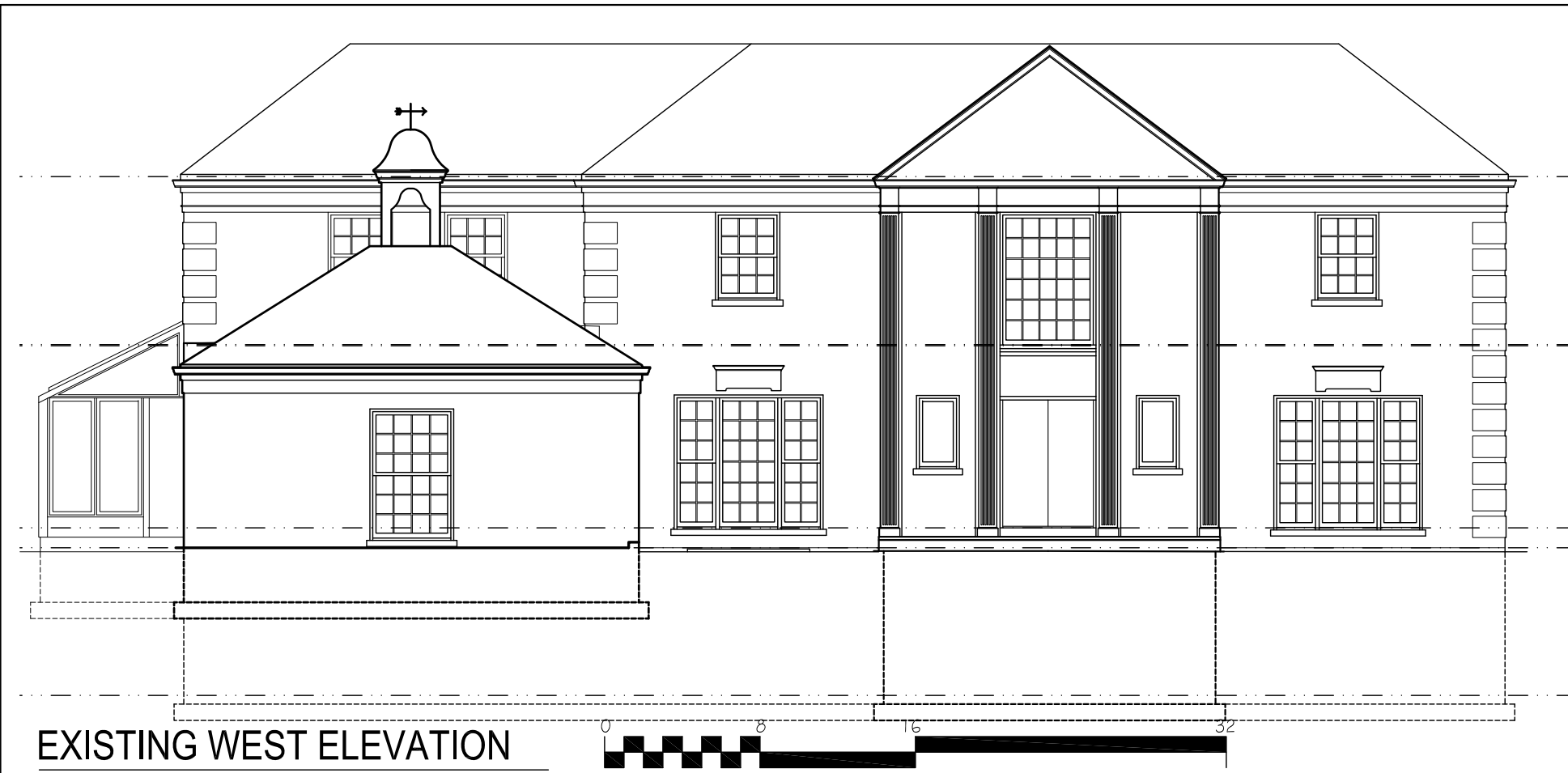
21.37' - 8.55' = 12.82'

NEW STAIR FROM T/ NEW GARAGE
 ROOF DECK TO ROOF DECK AT
 HALF-STORY ATTIC LEVEL

EXISTING 1-STORY 2-CAR BRICK
 GARAGE TO REMAIN - EXISTING HIP
 ROOF & CUPOLA TO BE REMOVED -
 REPLACE W/ NEW OPEN ROOF DECK

PROPOSED MIN REQ FRONT YARD
 SETBACK REDUCTION FOR EXISTING
 NON-CONFORMING GARAGE TO
 REMAIN = PROPOSED 40%
 REDUCTION IN MINIMUM REQUIRED
 FRONT YARD SETBACK





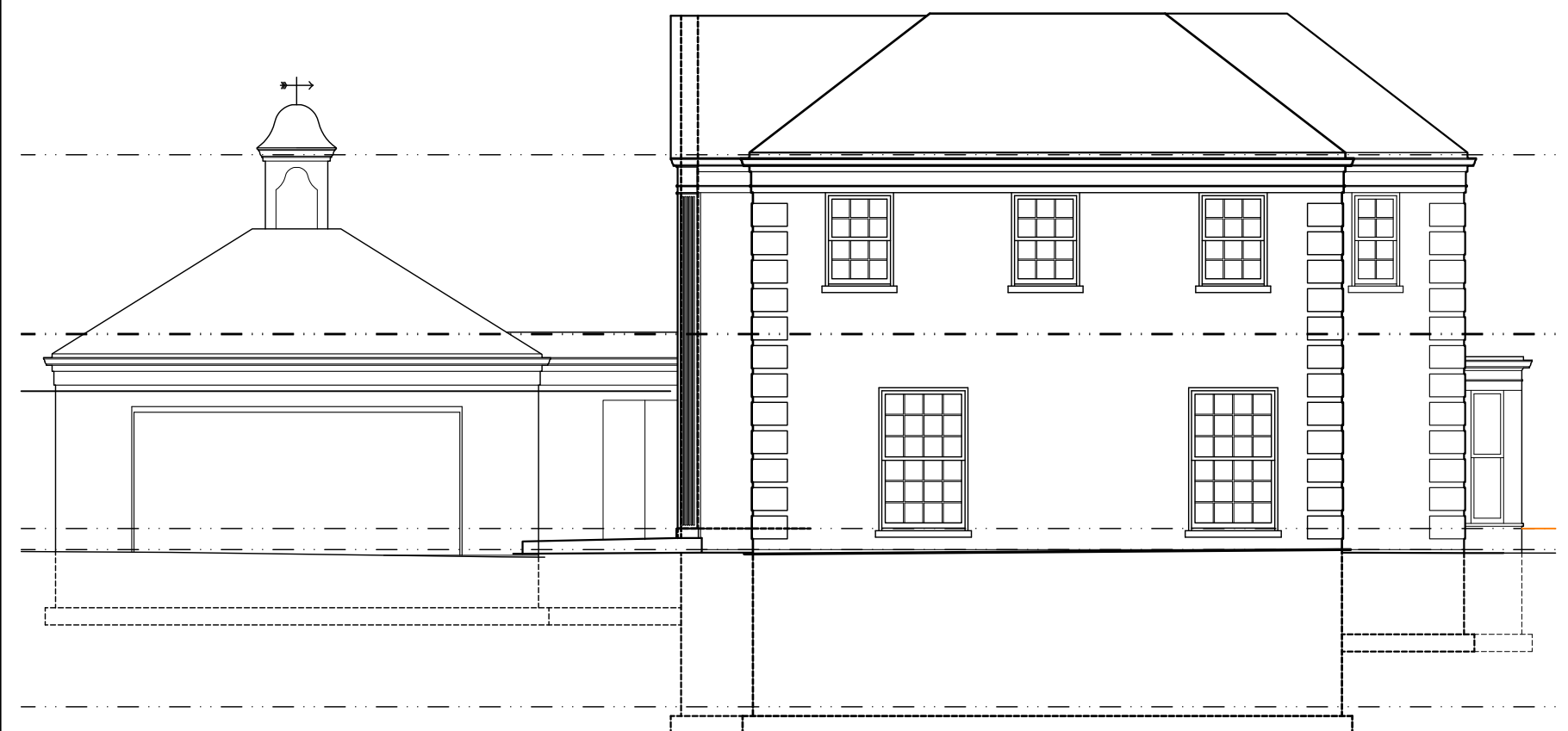
EXISTING WEST ELEVATION

SCALE : 1/8"=1'-0"



EXISTING NORTH ELEVATION

SCALE : 1/8"=1'-0"



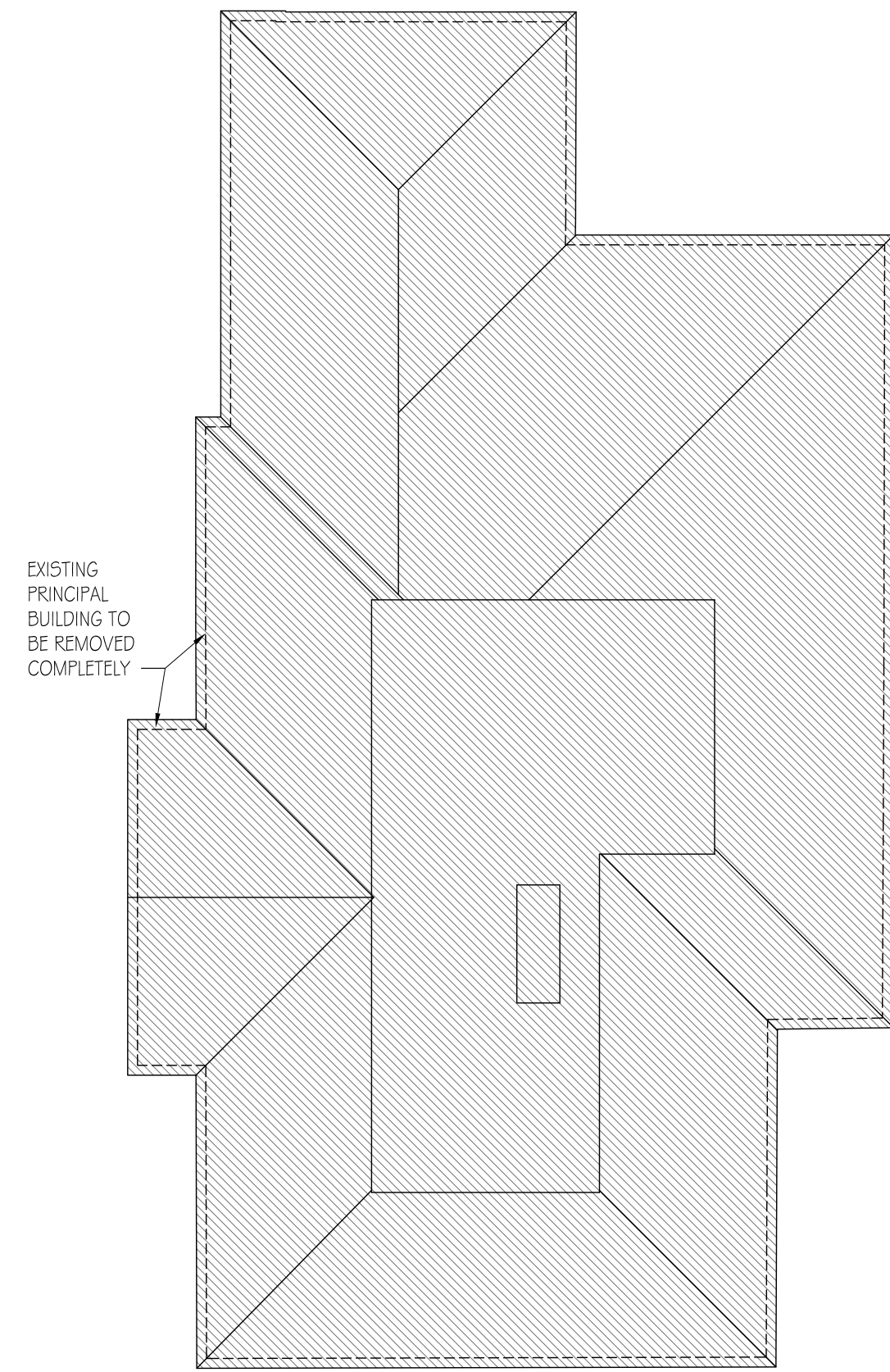
EXISTING SOUTH ELEVATION

SCALE : 1/8"=1'-0"



EXISTING EAST ELEVATION

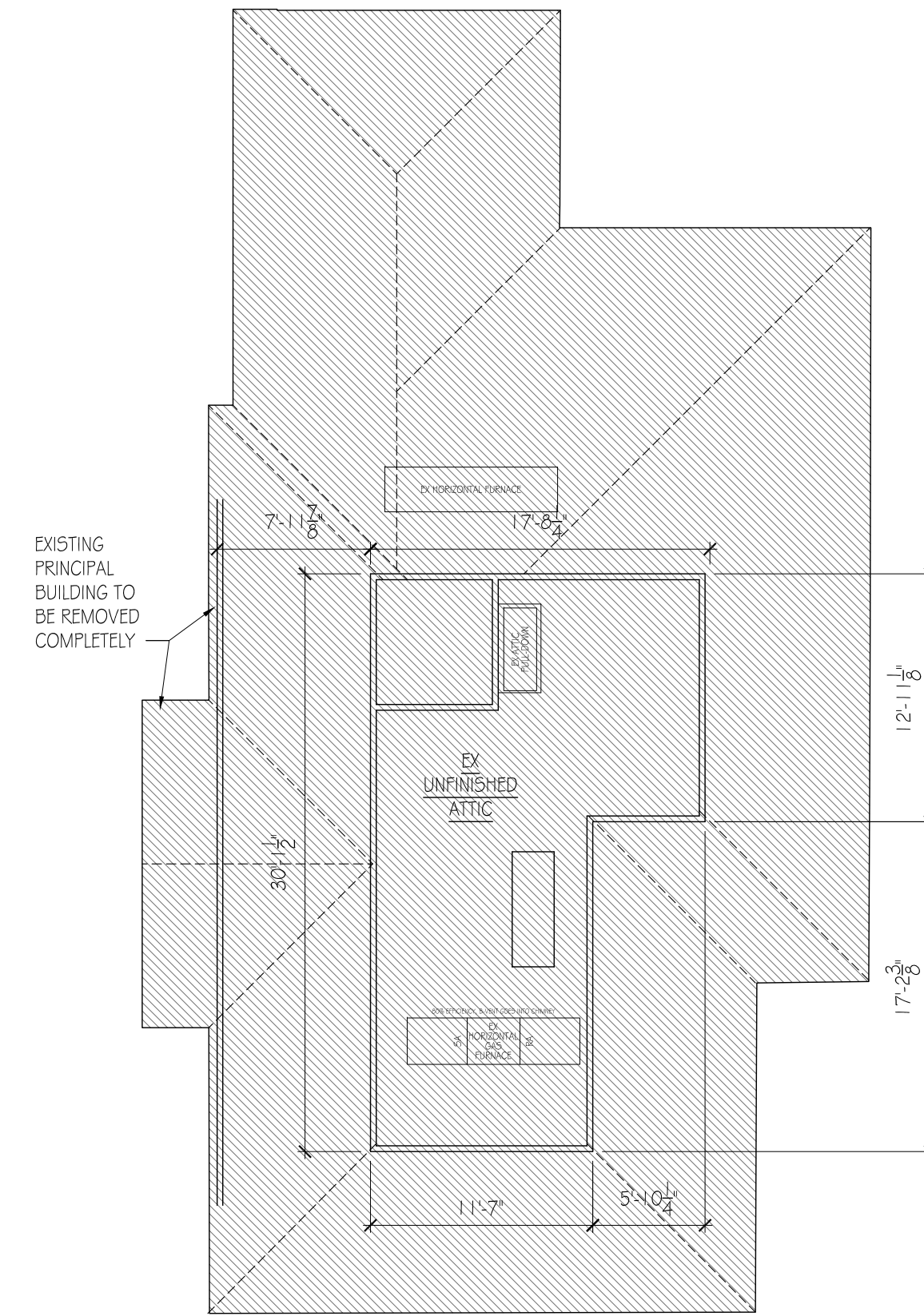
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EXISTING PRINCIPAL BUILDING TO BE REMOVED COMPLETELY

EXISTING ROOF PLAN

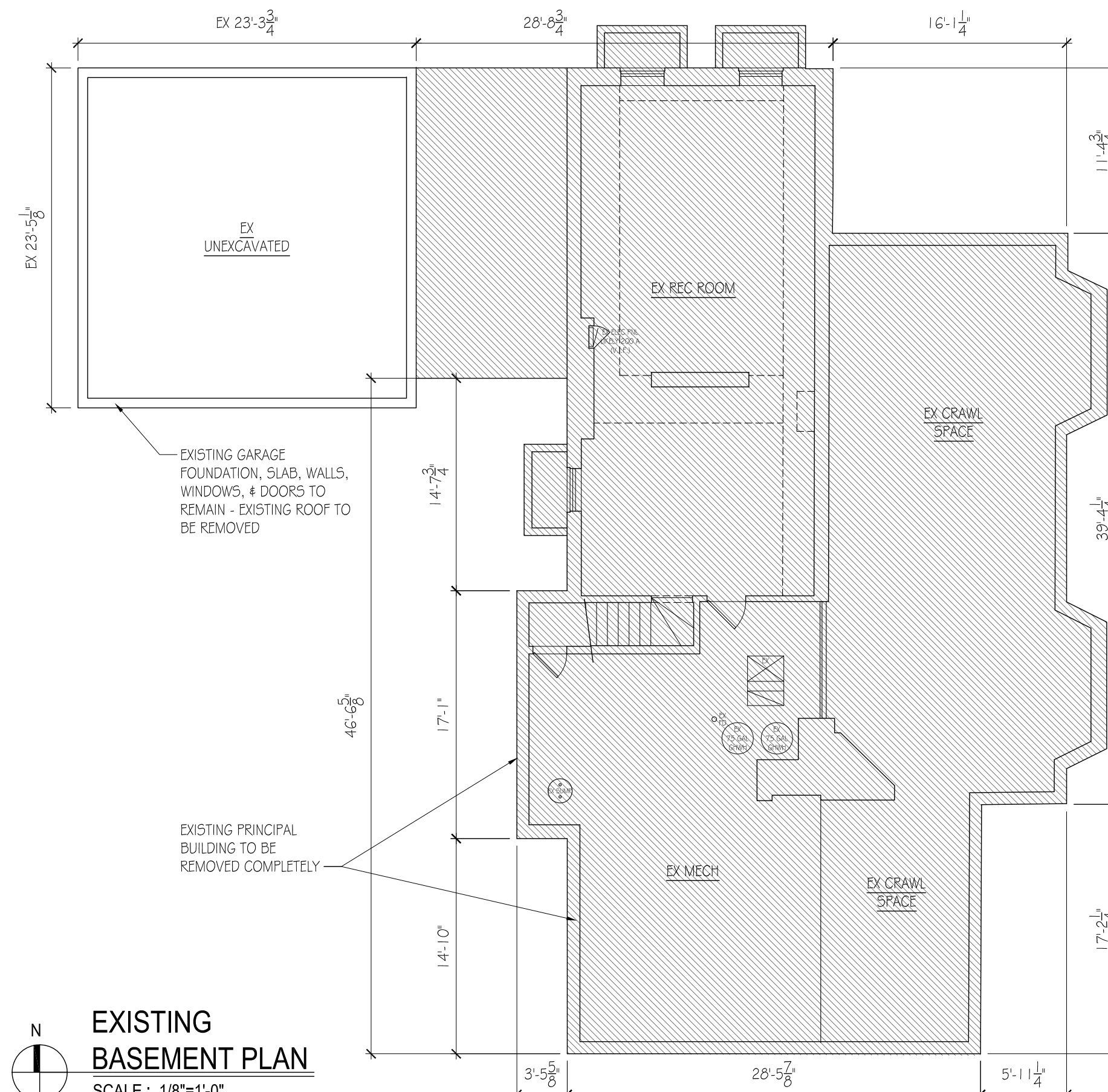
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EXISTING PRINCIPAL BUILDING TO BE REMOVED COMPLETELY

EXISTING ATTIC FLOOR PLAN

SCALE : 1/8"=1'-0"

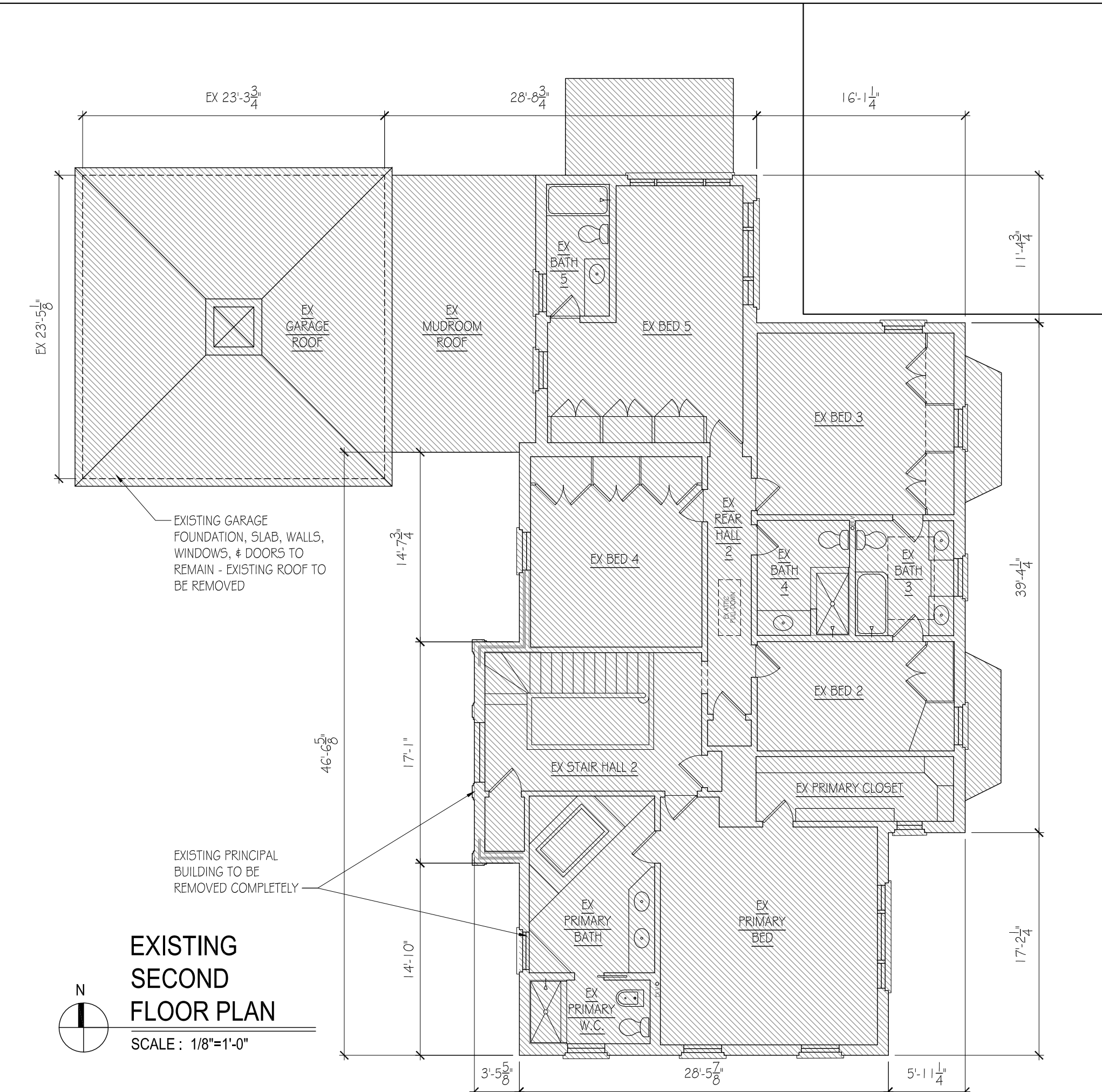


EXISTING GARAGE FOUNDATION, SLAB, WALLS, WINDOWS, & DOORS TO REMAIN - EXISTING ROOF TO BE REMOVED

EXISTING PRINCIPAL BUILDING TO BE REMOVED COMPLETELY

EXISTING BASEMENT PLAN

SCALE : 1/8"=1'-0"

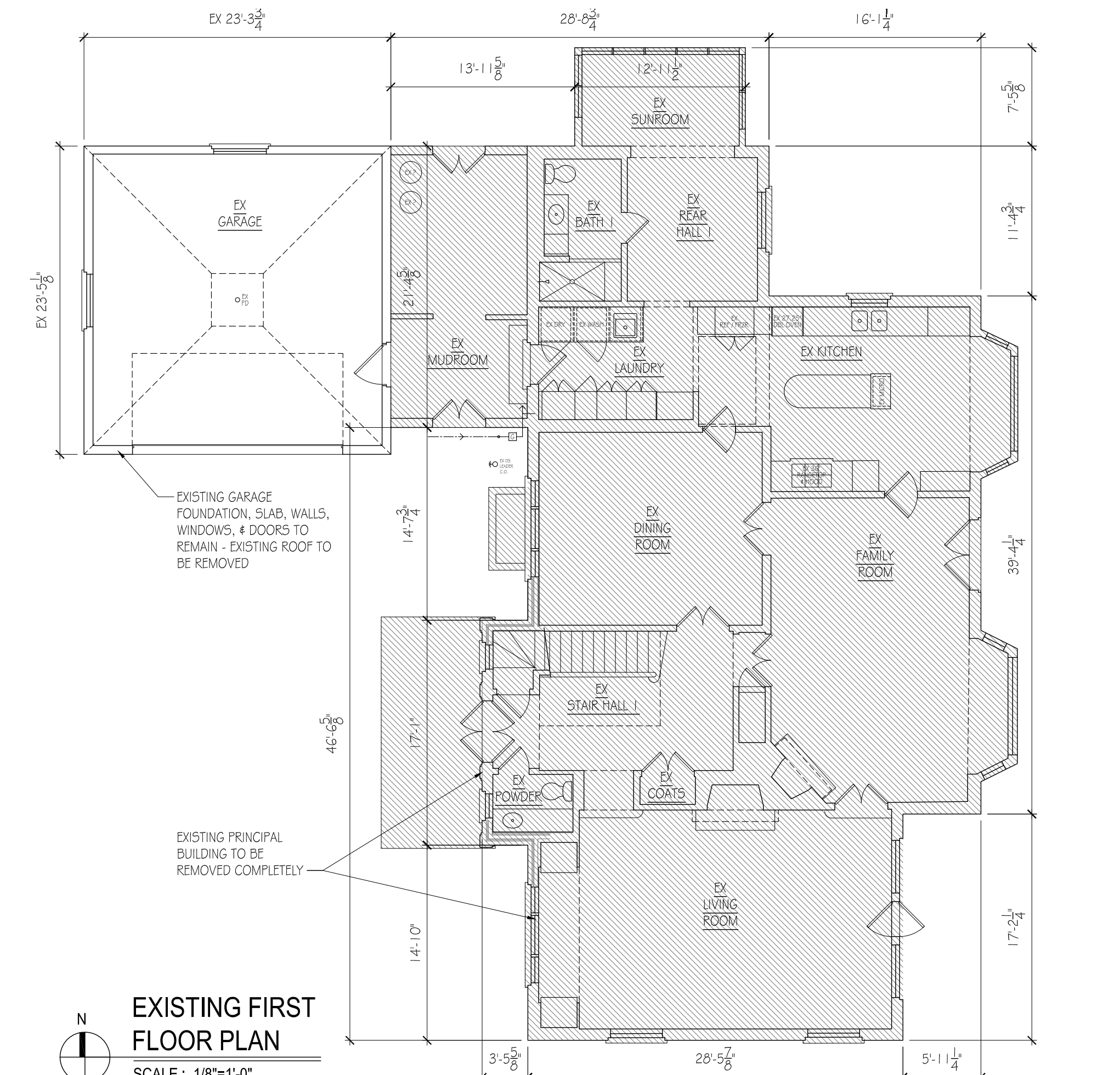


EXISTING GARAGE FOUNDATION, SLAB, WALLS, WINDOWS, & DOORS TO REMAIN - EXISTING ROOF TO BE REMOVED

EXISTING PRINCIPAL BUILDING TO BE REMOVED COMPLETELY

EXISTING SECOND FLOOR PLAN

SCALE : 1/8"=1'-0"



EXISTING GARAGE FOUNDATION, SLAB, WALLS, WINDOWS, & DOORS TO REMAIN - EXISTING ROOF TO BE REMOVED

EXISTING PRINCIPAL BUILDING TO BE REMOVED COMPLETELY

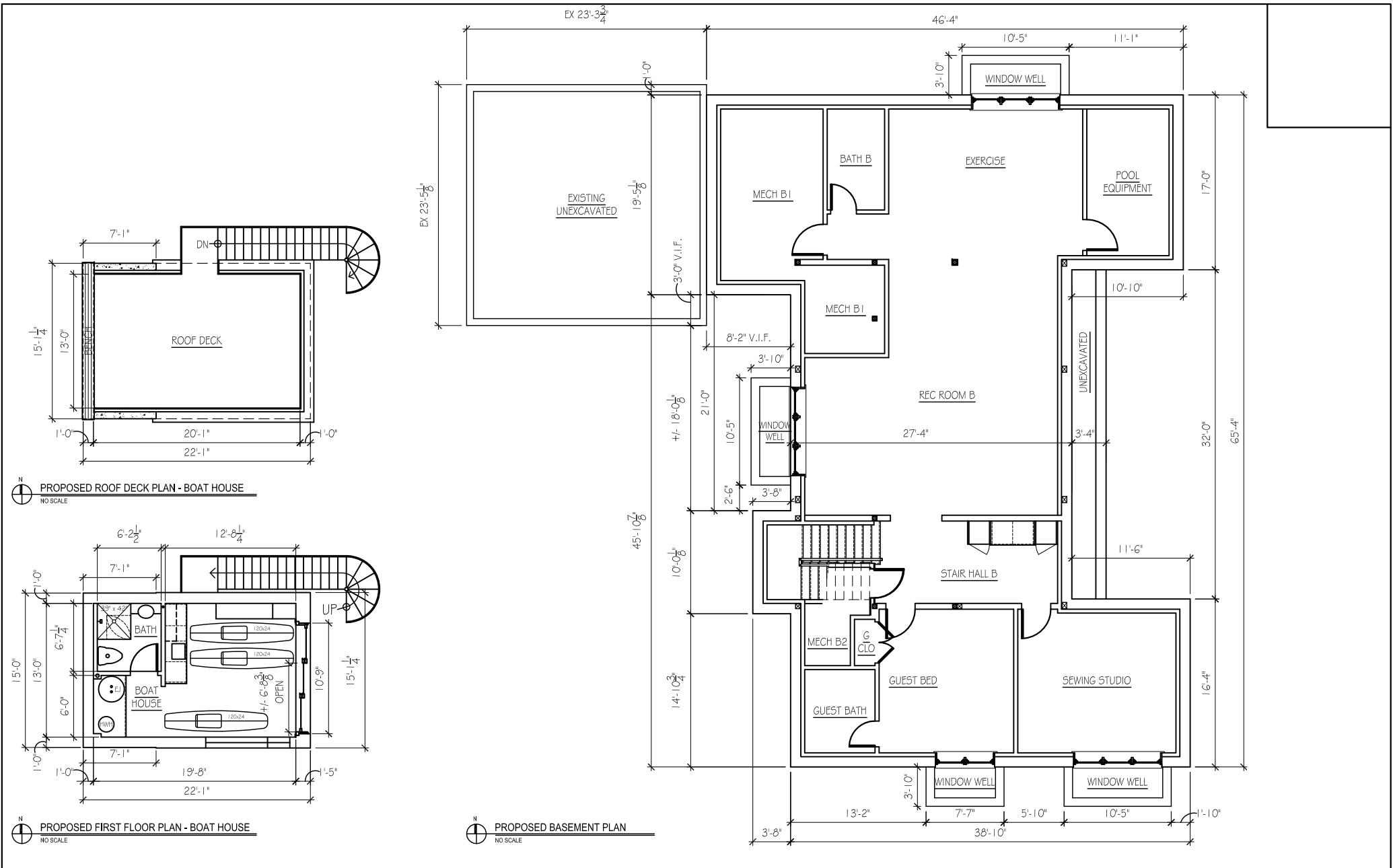
EXISTING FIRST FLOOR PLAN

SCALE : 1/8"=1'-0"

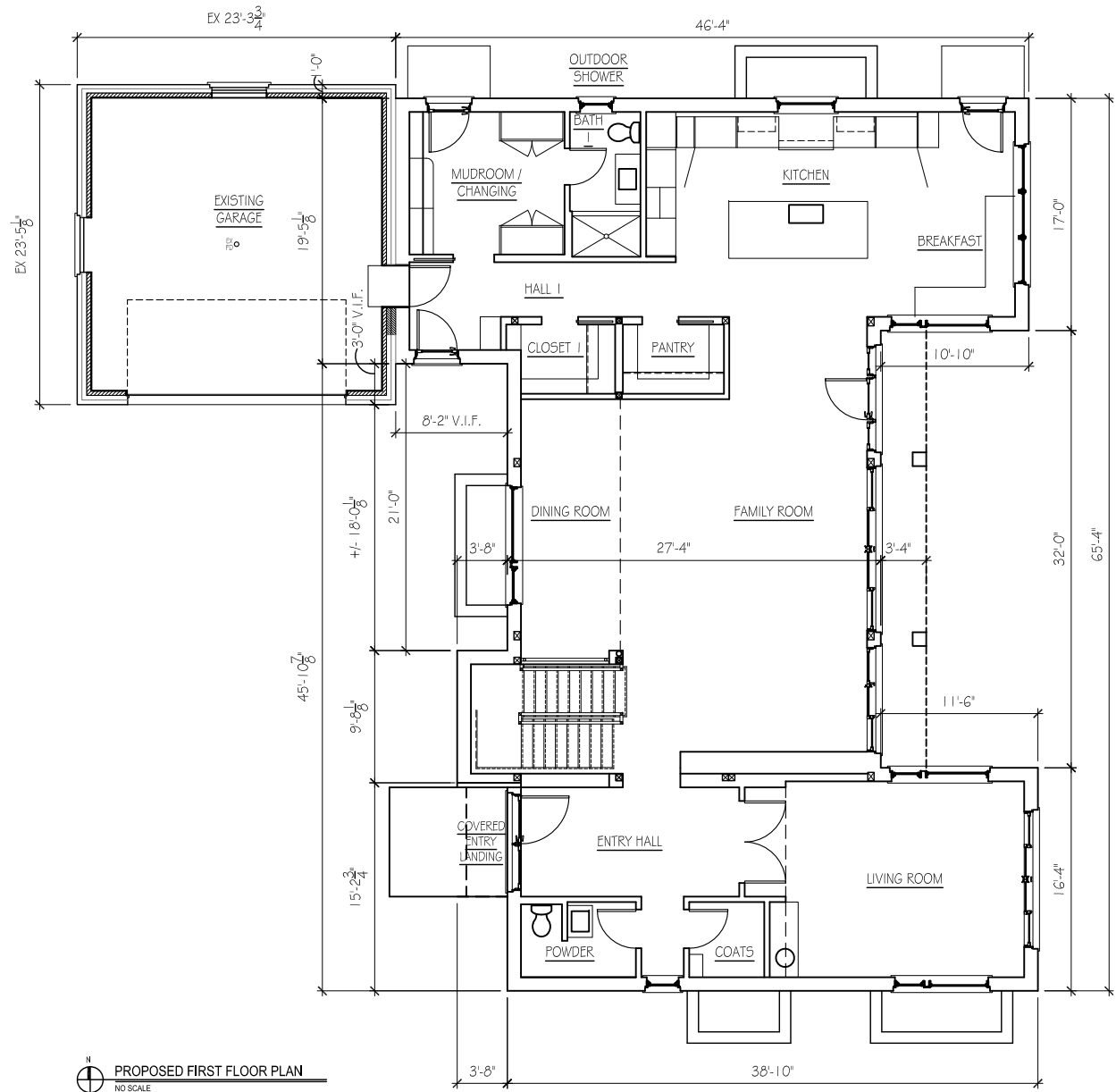
WILLIAM MURPHY ARCHITECT, LTD. c. 2024 410 South Michigan Avenue Suite 813 Chicago, Illinois 60605 T: 312.461.9442 WMURPHYARCH@MSN.COM	State of Illinois Professional Design Firm Registration No. 184.006242-001 Expiration Date: 04.30.2025	 William C. Murphy, Jr. Illinois License No. 001-012908 Expiration Date: 11.30.2024 I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY CONFORM TO THE VILLAGE OF WINNETKA BUILDING AND ZONING CODE.	
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PRIVATE RESIDENCE REMODEL
473 Sheridan Road
Winnetka, Illinois 60093

PROJECT NUMBER	2023.11
EXISTING PLANS & EXTERIOR ELEVATIONS	A.4.0
SHEET NUMBER	
07.10.2024	ISSUE FOR ZONING VARIATION REVIEW



WILLIAM MURPHY ARCHITECT, LTD. c. 2024 410 South Michigan Avenue Suite 913 Chicago, Illinois 60605 T: 312.461.9442 WMURPHYARCH@MSU.COM	State of Illinois Professional Design Firm Registration No. 184.006242-001 Expiration Date: 04.30.2025	 07.10.2024 Date William C. Murphy, Jr. Illinois License No. 001-012908 Expiration Date: 11.30.2024 I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY CONFORM TO THE MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF CHICAGO.		PRIVATE RESIDENCE REMODEL 473 Sheridan Road Winnetka, Illinois 60093	07.19.2024 REVISED FOR ZONING VARIATION APPLICATION <table><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td>07.10.2024</td><td>ISSUE FOR ZONING VARIATION REVIEW</td></tr></table>											07.10.2024	ISSUE FOR ZONING VARIATION REVIEW	PROJECT NUMBER 2023.11 CONSTRUCTION PLANS A.4.1 SHEET NUMBER
07.10.2024	ISSUE FOR ZONING VARIATION REVIEW																	



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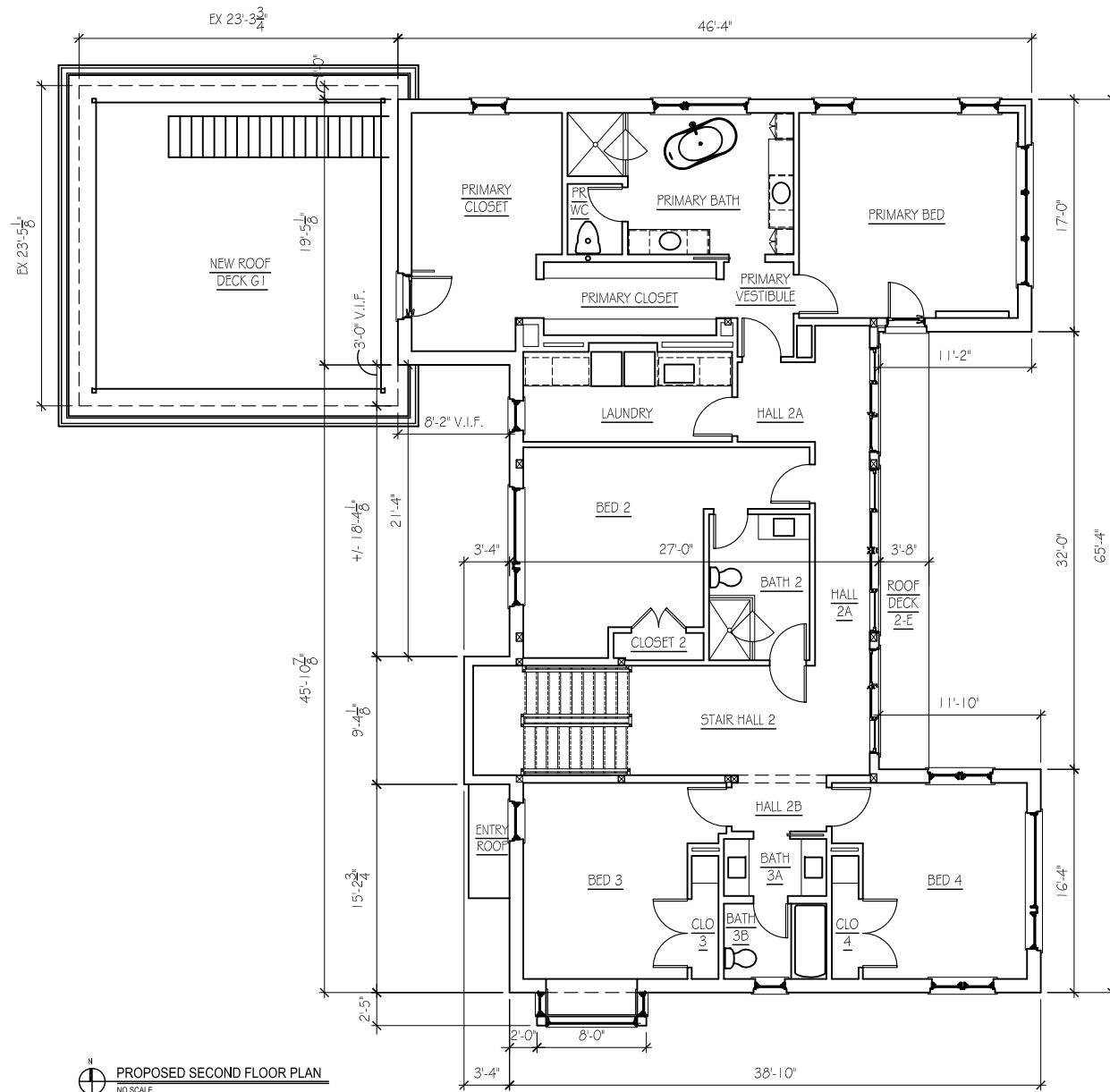
William C. Murphy, Jr.
Date 07.10.2024
Illinois License No. 001-012908 Expiration Date: 11.30.2024

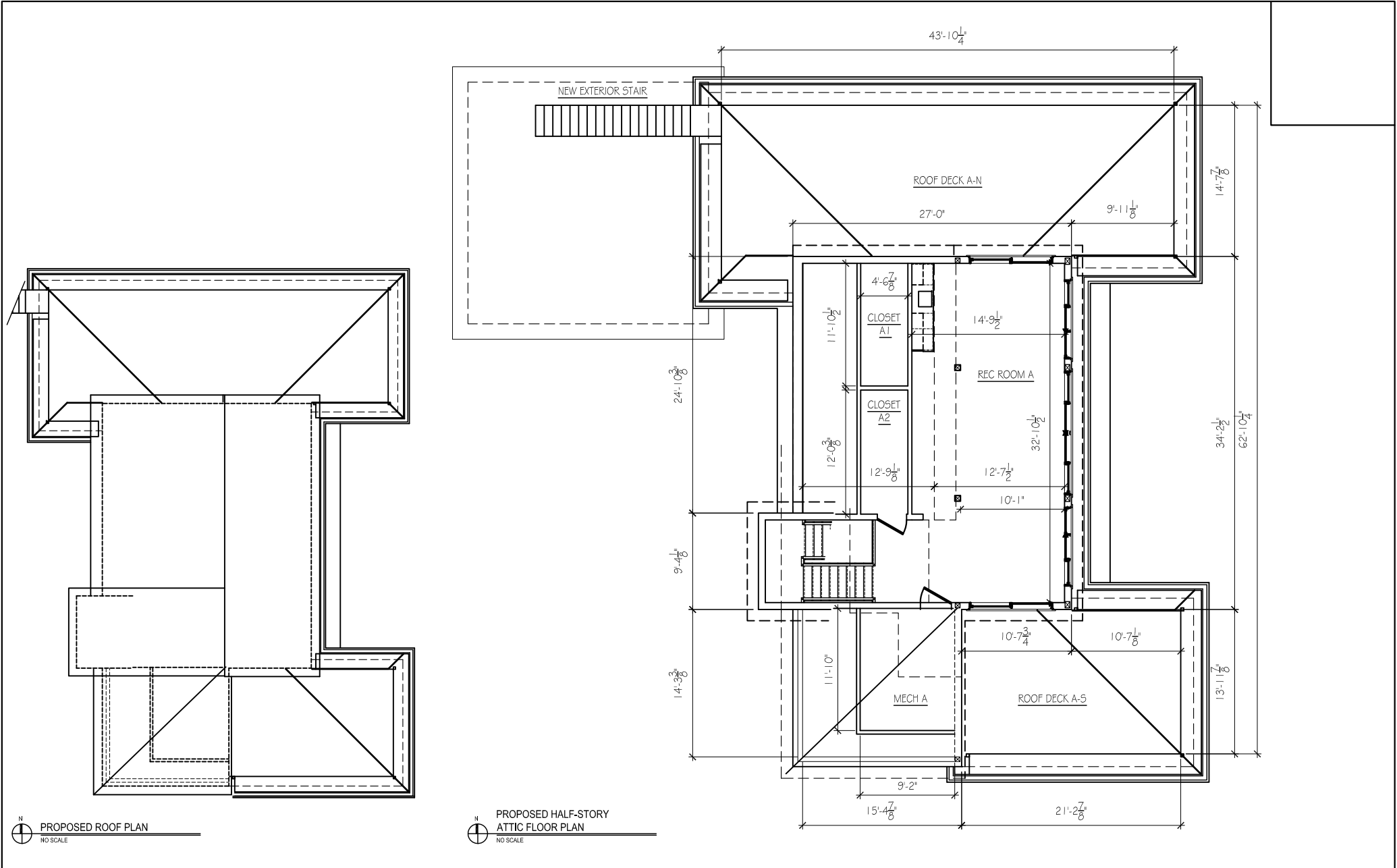
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY OR UNDER MY DIRECT
SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY CONFORM
TO THE REQUIREMENTS OF THE ILLINOIS BUILDING AND ZONING CODE.



PRIVATE RESIDENCE REMODEL
473 Sheridan Road
Winnetka, Illinois 60093

PROJECT NUMBER	2023.11
CONSTRUCTION PLANS	
A.4.2	
SHEET NUMBER	
07.10.2024	ISSUE FOR ZONING VARIATION REVIEW





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PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"



PROPOSED NORTH ELEVATION
SCALE: 1/4" = 1'-0"



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ARCHITECT, LTD.
c. 2024
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Chicago, Illinois 60605 T: 312.461.9442
WMURPHYARCH@MSN.COM

State of Illinois Professional
Design Firm Registration No.
184.006242-001
Expiration Date: 04.30.2025

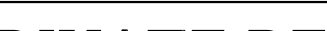

William C. Murphy, Jr.
Date 07.10.2024
Illinois License No. 001-012908 Expiration Date: 11.30.2024
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY OR UNDER MY DIRECT
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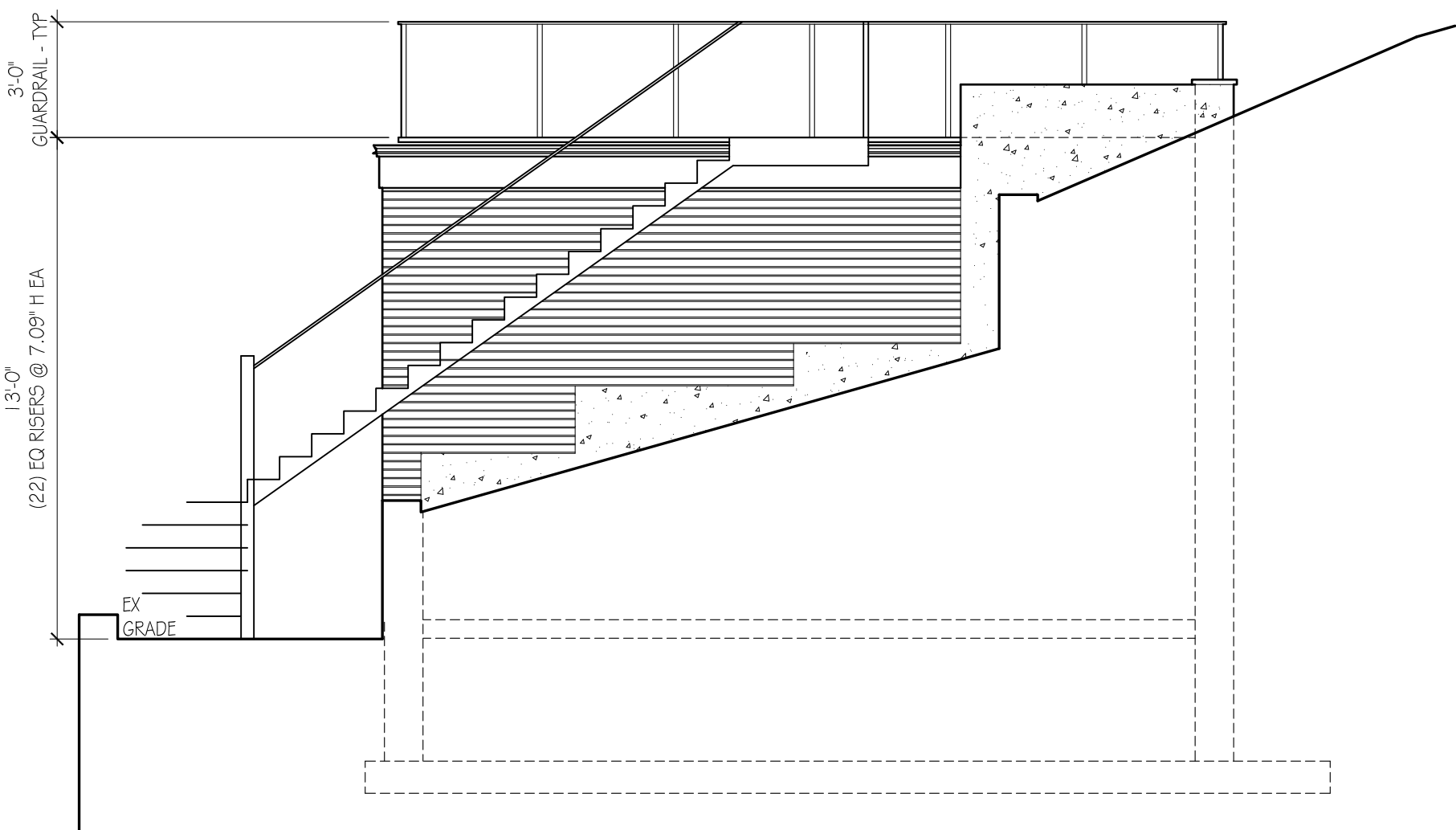


PRIVATE RESIDENCE REMODEL
473 Sheridan Road
Winnetka, Illinois 60093

PROJECT NUMBER 2023.11
EXTERIOR ELEVATIONS
A.5.1
SHEET NUMBER
07.10.2024 ISSUE FOR ZONING VARIATION REVIEW

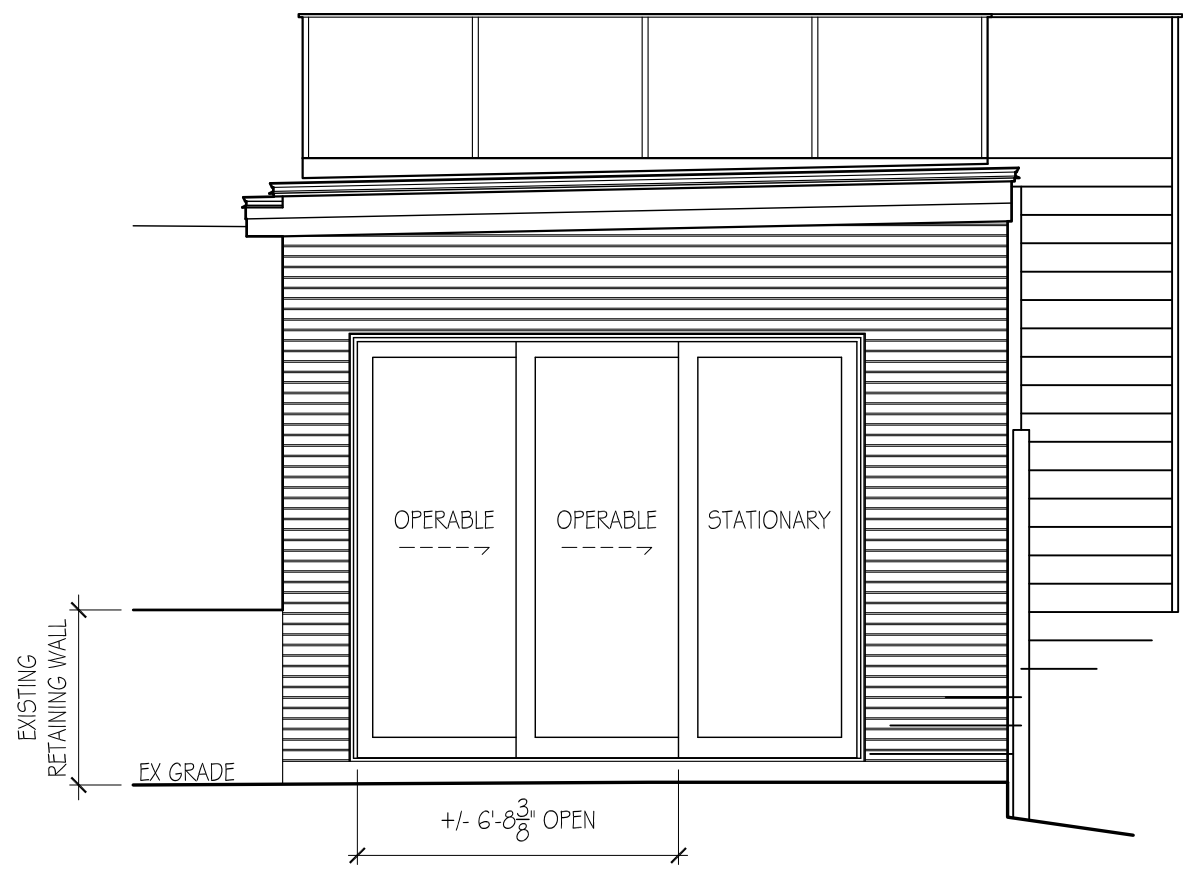


WILLIAM MURPHY ARCHITECT, LTD. c. 2024 410 South Michigan Avenue Suite 813 Chicago, Illinois 60605 T: 312.461.9442 WMURPHYARCH@MSN.COM	State of Illinois Professional Design Firm Registration No. 184.006242-001 Expiration Date: 04.30.2025	 William C. Murphy, Jr. Illinois License No. 001-012908 Expiration Date: 11.30.2024 I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY CONFORM TO THE VILLAGE OF WINNETKA BUILDING AND ZONING CODE.		PRIVATE RESIDENCE REMODEL 473 Sheridan Road Winnetka, Illinois 60093					PROJECT NUMBER 2023.11
									EXTERIOR ELEVATIONS
									A.5.2
						07.10.2024	ISSUE FOR ZONING VARIATION REVIEW	SHEET NUMBER	



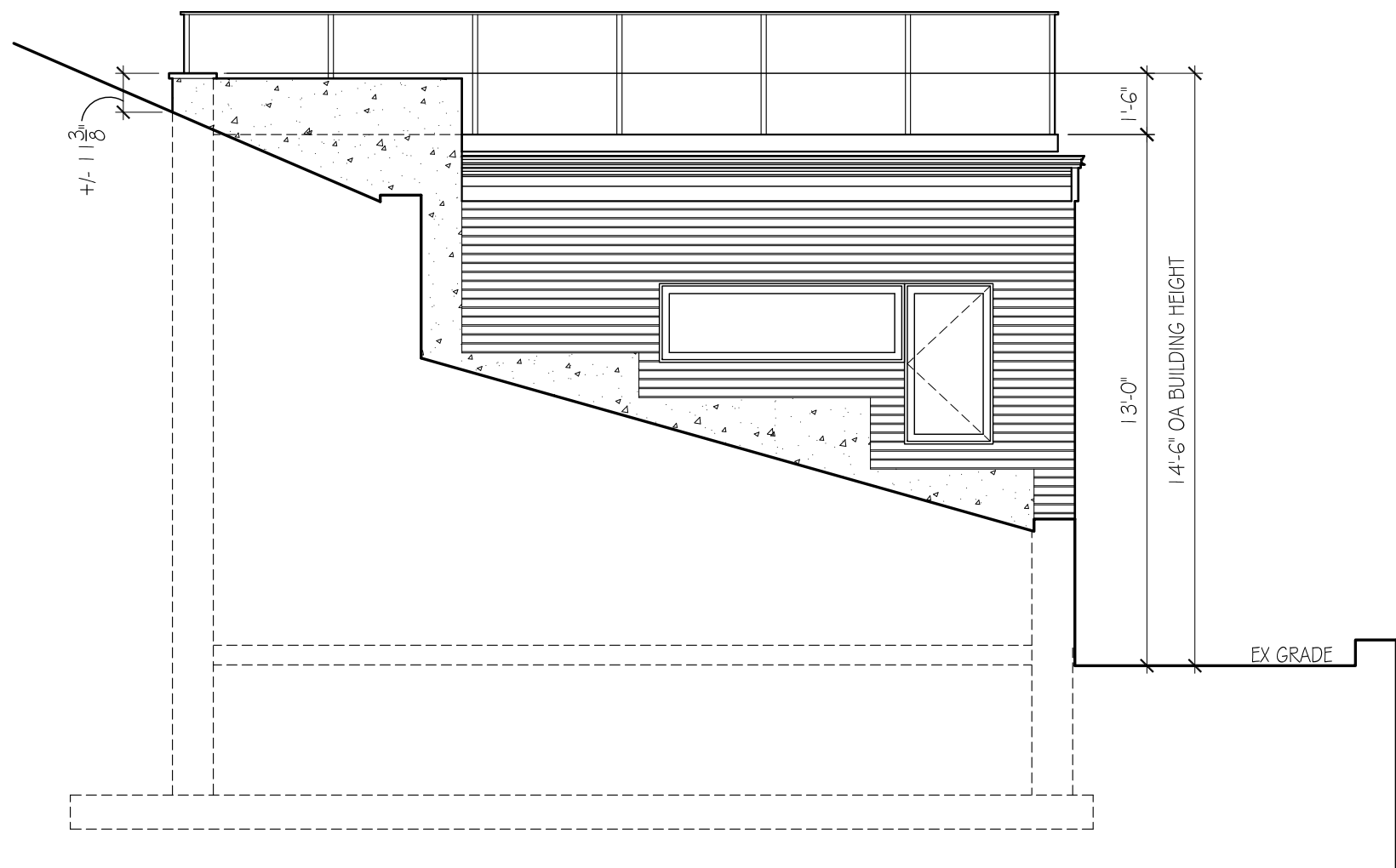
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SCALE : 1/4" = 1'-0"



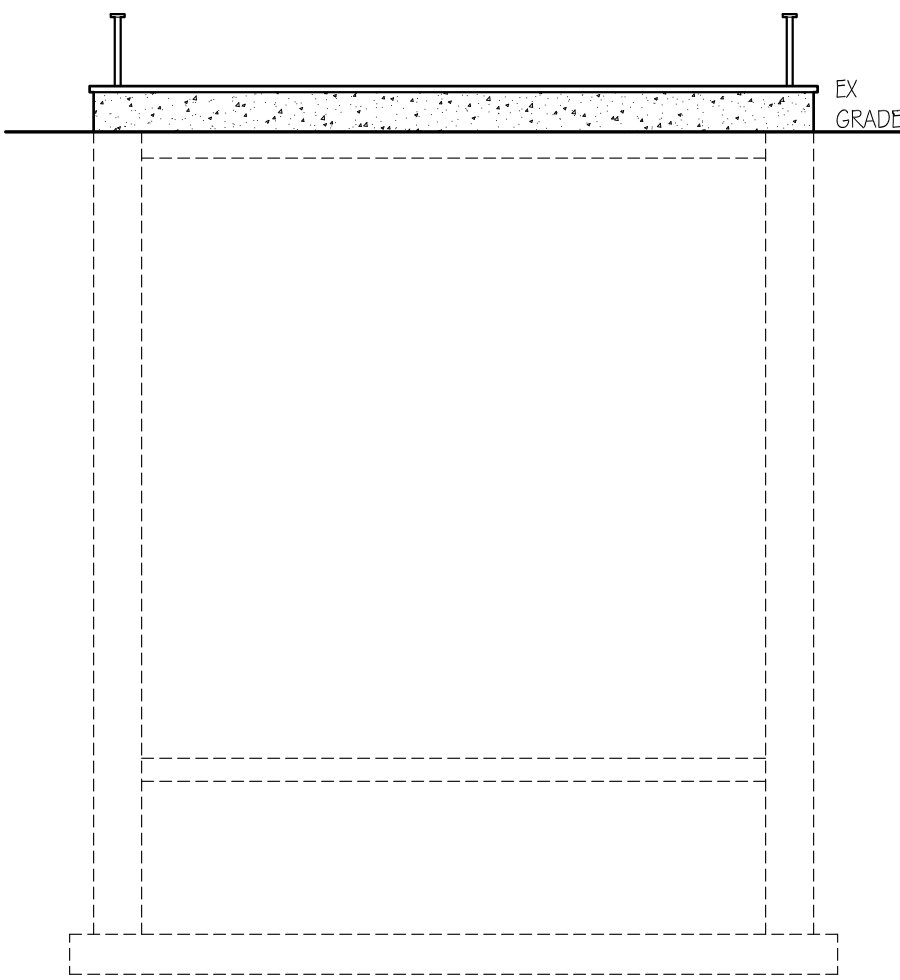
PROPOSED EAST ELEVATION

SCALE : 1/4" = 1'-0"



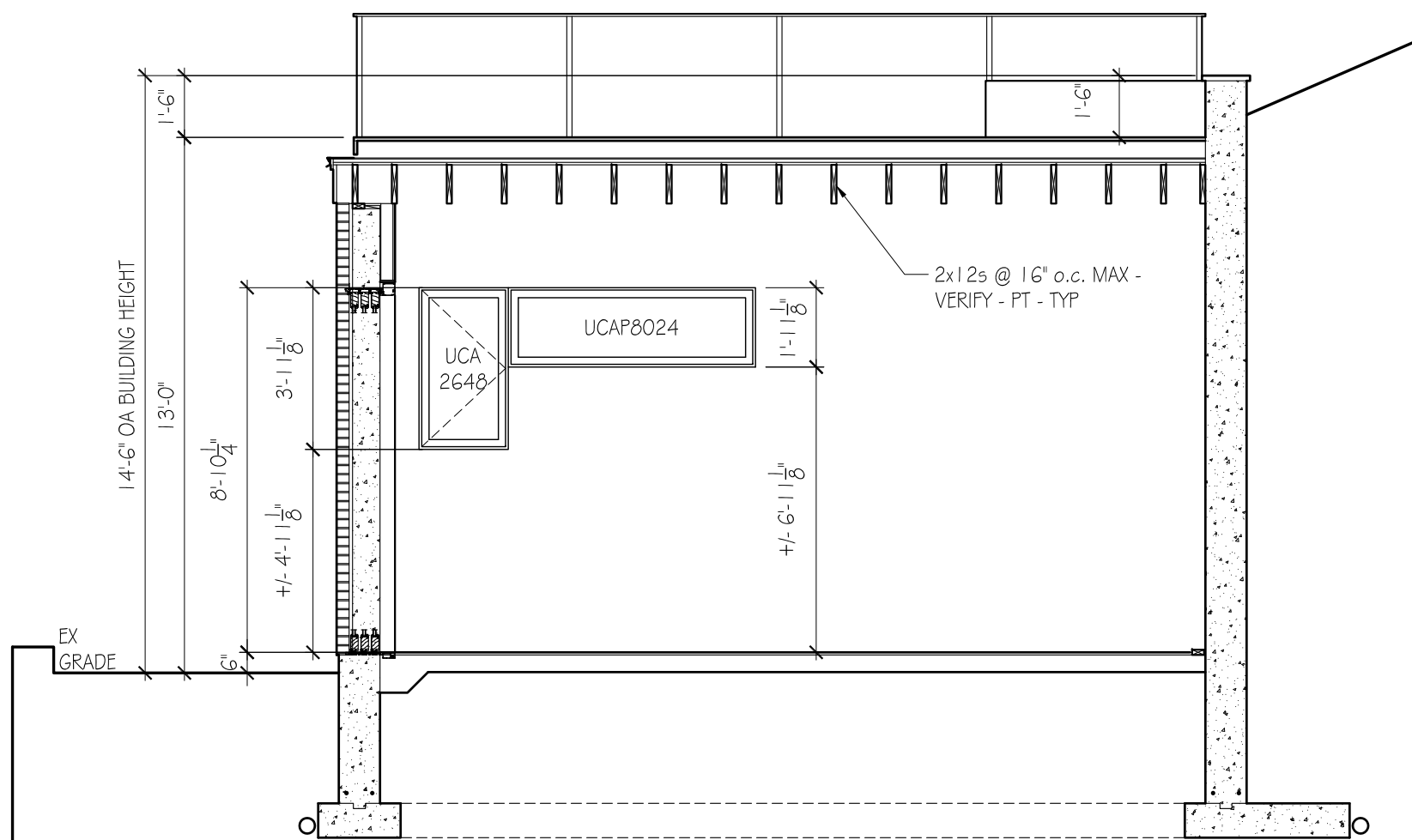
PROPOSED SOUTH ELEVATION

SCALE : 1/4" = 1'-0"



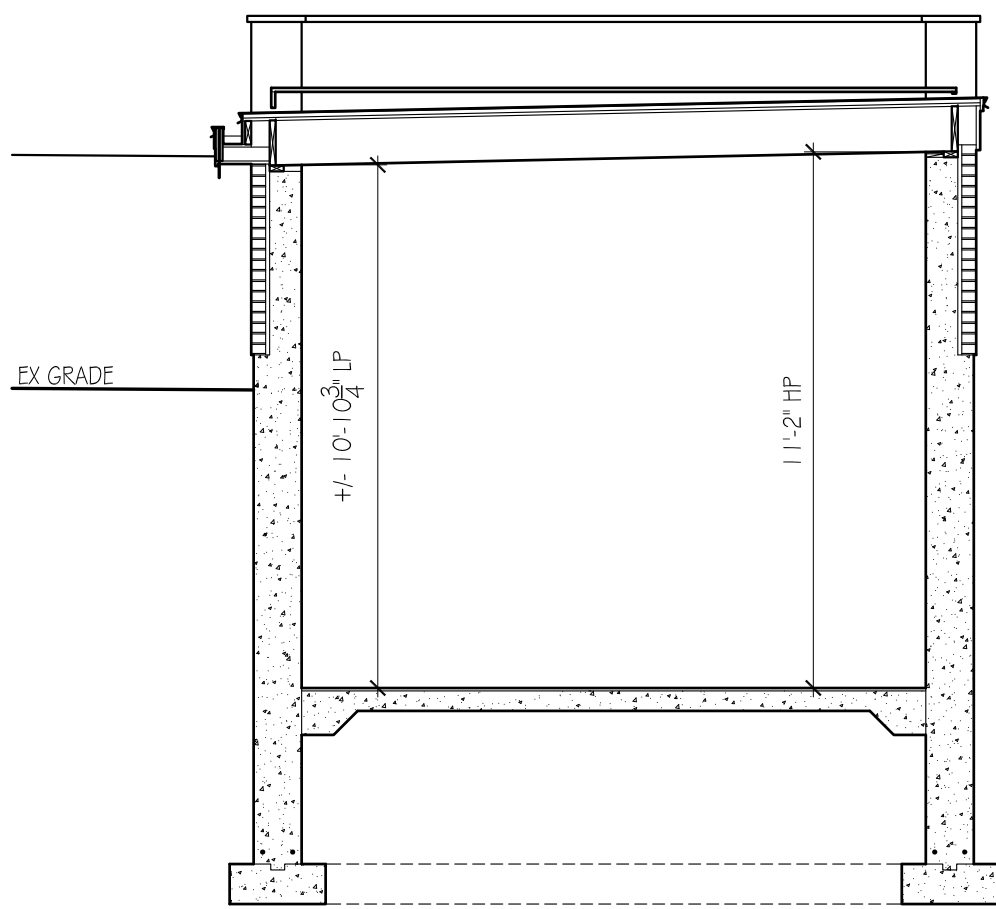
PROPOSED WEST ELEVATION

SCALE : 1/4" = 1'-0"



1 BUILDING SECTION LOOKING SOUTH

SCALE : 1/4" = 1'-0"



2 BUILDING SECTION LOOKING WEST

SCALE : 1/4" = 1'-0"

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ARCHITECT, LTD.

c. 2024
410 South Michigan Avenue Suite 813
Chicago, Illinois 60605 T: 312.461.9442
WMURPHYARCH@MSN.COM

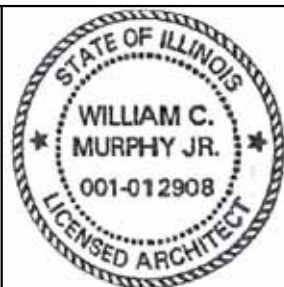
State of Illinois Professional
Design Firm Registration No.
184.006242-001

Expiration Date: 04.30.2025

William C. Murphy, Jr.

Illinois License No. 001-012908 Expiration Date: 11.30.2024

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY OR UNDER MY DIRECT
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PRIVATE RESIDENCE REMODEL
473 Sheridan Road
Winnetka, Illinois 60093

07.19.2024 REVISED FOR
ZONING VARIATION
APPLICATION

		PROJECT NUMBER 2023.11
		BOAT HOUSE - EXTERIOR ELEVATIONS & SECTIONS
		A.5.3
		SHEET NUMBER
07.10.2024	ISSUE FOR ZONING VARIATION REVIEW	



IGLD85 to NAVD88 CONVERSION = +0.53'
IGLD85 ORDINARY LAKE LEVEL = 581.5'
NAVD88 CONVERTED LAKE LEVEL = 582.03'

LOT AREA TO ORDINARY HIGH WATER MARK (OHWM): 21,242 SQ.FT.

STEEP SLOPE EXHIBIT

1. TOPOGRAPHY PREPARED BY IG CONSULTING INC.,
300 MARQUARDT DRIVE, WHEELING, ILLINOIS, (847) 215-1133 JOB#23925

REVISIONS	
DATE	DESCRIPTION

IG CONSULTING, INC.
CONSULTING CIVIL ENGINEERS, PLANNERS & LAND SURVEYORS
300 MARQUARDT DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215-1133 FAX (847) 215-1177
1129 MAIN STREET UNION GROVE, WISCONSIN 53182 PH. (262) 878-6200 L. ig@igconsulting.net

DESIGN: K.C.L.
DRAFTING: A.W.
DATE: 07/18/24

SCALE: 1"=10'

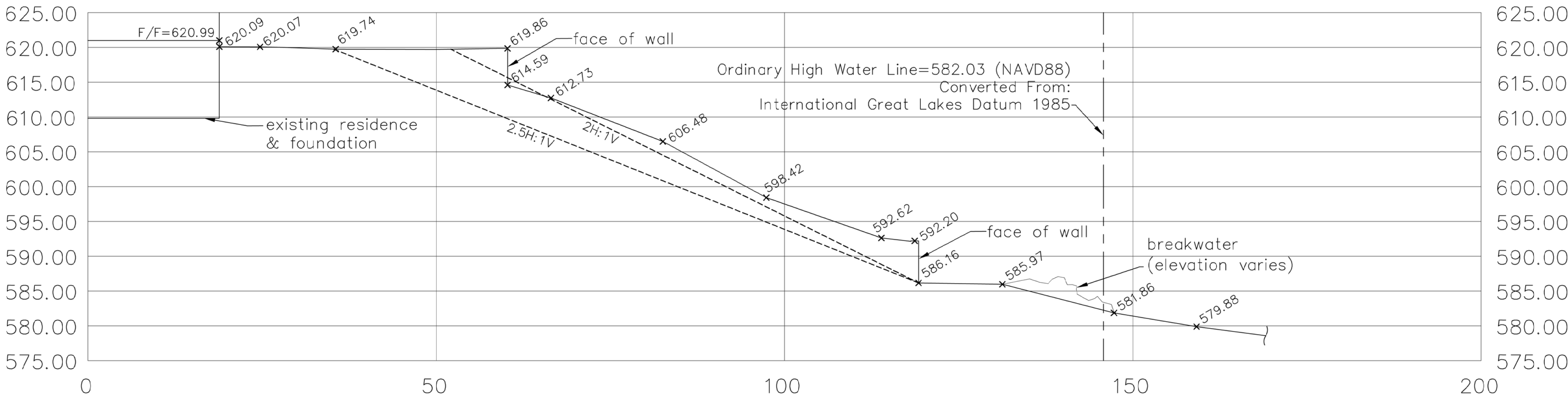
STEEP SLOPE EXHIBIT

RESIDENCE
473 SHERIDAN ROAD
WINNETKA, ILLINOIS

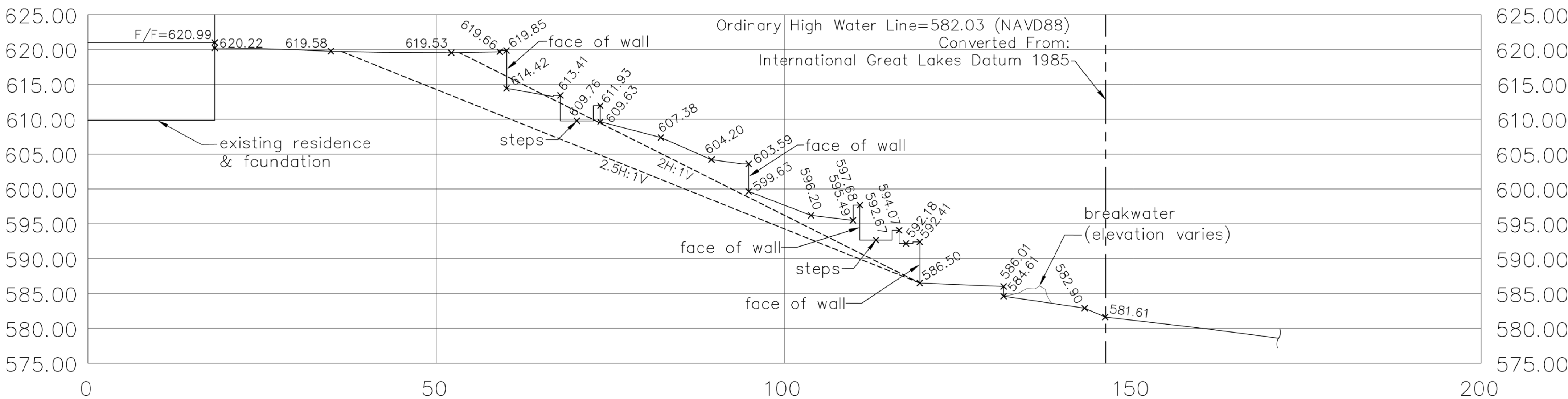
PROJECT No.
23925

1 of 3

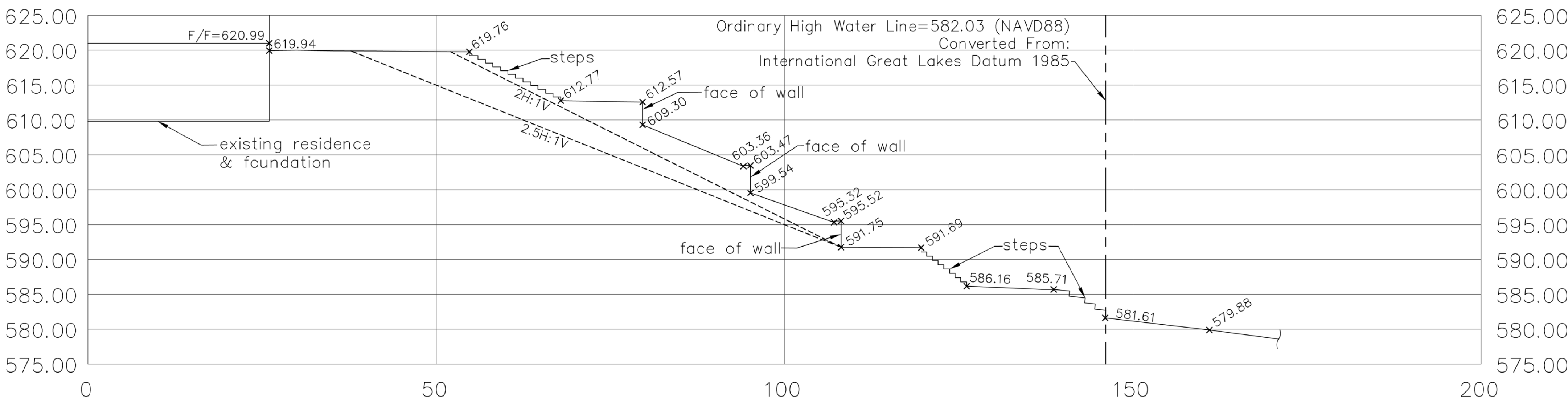
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CROSS SECTION B-B SCALE: 1"=10'



CROSS SECTION C-C SCALE: 1"=10'



REVISIONS	
DATE	DESCRIPTION

IG CONSULTING, INC.
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300 MARQUART DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215-1133 FAX (847) 215-1177
1129 MAIN STREET UNION GROVE, WISCONSIN 53182 PH. (262) 878-6200 L.ig@igconsulting.net

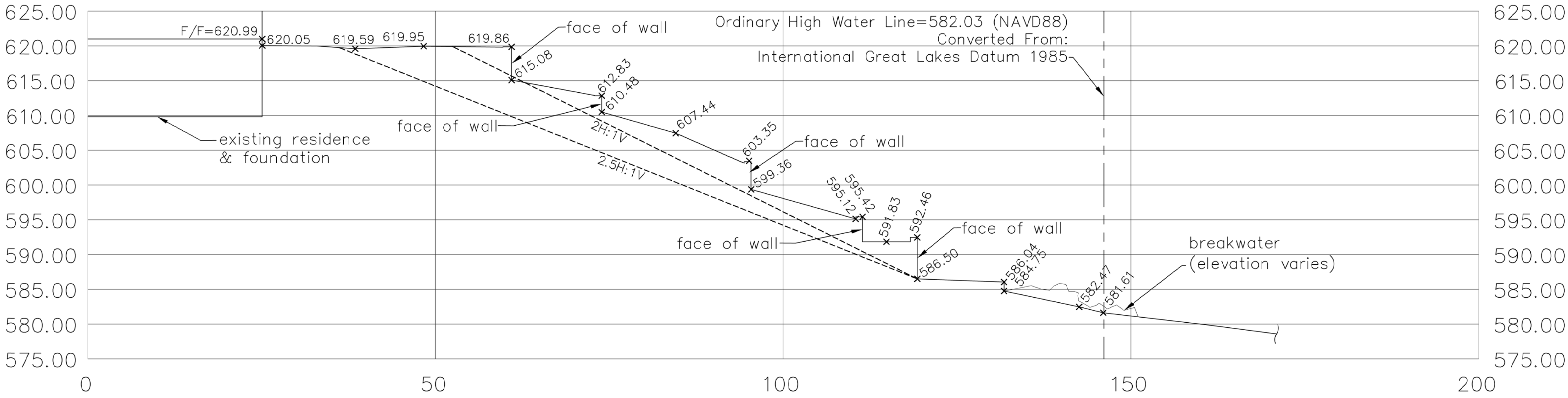
CROSS SECTIONS
DESIGN: K.C.L. SCALE: 1"=10'
DRAFTING: A.W. DATE: 07/18/24

RESIDENCE
473 SHERIDAN ROAD
WINNETKA, ILLINOIS

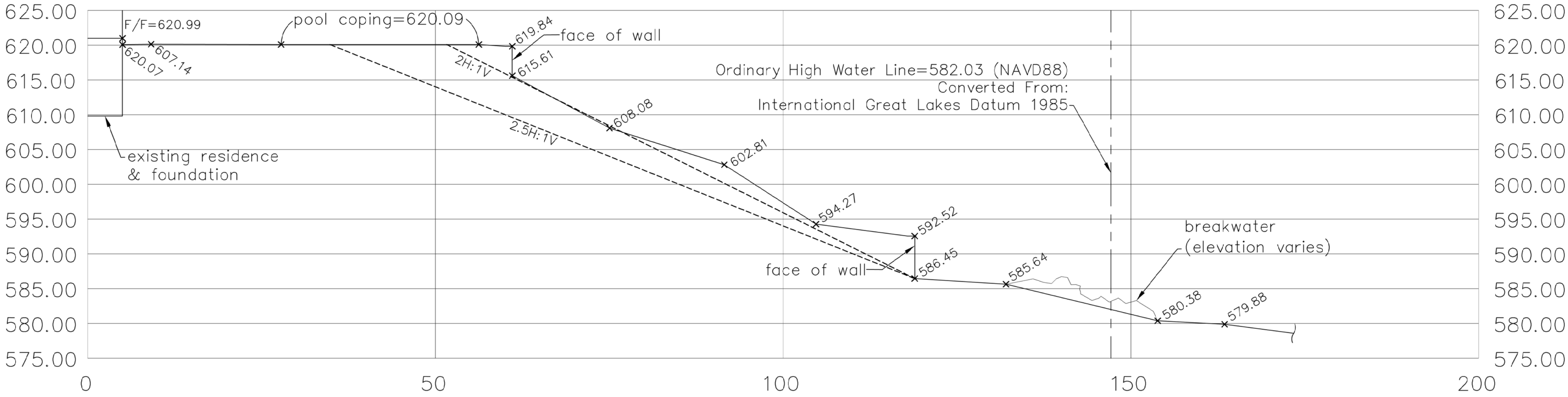
PROJECT No.
23925

2 of 3

CROSS SECTION D-D SCALE: 1"=10'



CROSS SECTION E-E SCALE: 1"=10'



REVISIONS	
DATE	DESCRIPTION

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CONSULTING CIVIL ENGINEERS, PLANNERS & LAND SURVEYORS
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1129 MAIN STREET UNION GROVE, WISCONSIN 53182 PH. (262) 878-6200 L.ig@igconsulting.net

CROSS SECTIONS
DESIGN: K.C.L.
SCALE: 1"=10'
DATE: 07/18/24

RESIDENCE
473 SHERIDAN ROAD
WINNETKA, ILLINOIS

PROJECT No.
23925

3 of 3

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Robert T. Delaney ("*Applicant*") is manager of Layercake LLC ("*Applicant Trust*") which Applicant Trust is the beneficiary of Chicago Title Land Trust Company Trust Number 8002390607 dated December 9, 2022 ("*Owner*"); and

WHEREAS, the Owner is the record title owner of the lakefront parcel of real property commonly known as 473 Sheridan Road in 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 approximately 0.44 acres and located within the R-2 Single Family Residential District of the Village ("*R-2 District*") and is currently improved with a single-family residence and attached garage; and

WHEREAS, portions of the Subject Property are located in the Slope Impact Area and Steep Slope Zone, as defined in Chapter 17.82 ("*Steep Slope Regulations*") of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"); and

WHEREAS, the Steep Slope Regulations and the Zoning Ordinance provide flexibility to ensure lakefront property owners can use, maintain, and develop their respective properties; and

WHEREAS, the Owner desires to demolish the existing residence and construct (i) a new single-family residence on the Subject Property ("*Proposed Residence*") and (ii) a boat house in the portion of the Subject Property located in the Steep Slope Zone under the Steep Slope Regulations; and

WHEREAS, to construct the Proposed Residence on the Subject Property and maintain the existing garage, the Owner filed an application for a variation from Section 17.30.050 to allow a front yard setback of 29.87 feet from the west property line ("*Variation*"); and

WHEREAS, Ordinance No. M-10-2024, adopted by the Village Council on September __, 2024 ("*Ordinance*"), grants the Variation; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 60 days following the passage of the Ordinance, its Unconditional Agreement and Consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

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

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

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

4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Variation for the Subject Property.

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

Dated: _____, 2024

ATTEST:

Trustee for Chicago Title Land Trust Company
Trust Number 8002390607 dated December 9,
2022

By: Layercake LLC

By: _____

By: _____

Its: _____

Its: Manager



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: AUGUST 7, 2024
SUBJECT: 473 SHERIDAN ROAD - VARIATION (CASE NO. 24-17-V2)

INTRODUCTION

On August 12, 2024, the Zoning Board of Appeals is scheduled to hold a public hearing on an application submitted by Layercake LLC (the "Applicant"), as the owner of the property located at 473 Sheridan Road (the "Subject Property"). The Applicant requests approval of the following zoning variation to allow construction of a new single-family residence on the Subject Property:

1. **Front Yard Setback** of 29.87 feet from the west property line, whereas a minimum of 50 feet is required, a variation of 20.13 feet (40.26%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The existing residence currently provides a front yard setback of 29.87 feet].

The Applicant has also submitted a demolition application for the existing residence on the Subject Property, which was considered by the Historic Preservation Commission on May 6, 2024. By a vote of 4-0, the Commission approved the demolition without delay.

A mail notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Chicago Tribune* on July 25, 2024. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant any variation for any new principal building.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.44 acres in size, is located on the east side of Sheridan Road on a private extension of Sheridan Road, between Cherry and Oak Streets, and it contains an existing two-story residence with an attached garage (see Figure 1). The Subject Property is a flag lot, which is an irregularly shaped lot consisting of two sections: the primary mass of the lot (the "flag" portion), which is set back from the street frontage access and is behind one or more other lots; and a narrow access corridor (the "flagpole" portion). Additionally, the Subject Property is a through lot with opposite lot lines along Sheridan Road and the ordinary high-water mark of Lake Michigan. For lots abutting Lake Michigan, the ordinary high-water mark of the lake is a front lot line. Also, because the front street line along Sheridan Road is less than 50 feet, the front lot line from which the front yard setback is measured from is determined by the Zoning Administrator.

The property is zoned R-2 Single Family Residential, and it is surrounded by the same (see Figure 2). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

The existing lot is a legally nonconforming interior lot that is 19,148.2 square feet in net lot area, while the minimum required lot area for an interior lot in the R-2 District is 24,000 square feet. The area of the “flagpole” portion of the lot (1,903.8 square feet) as well as the area of the private road easement (190 square feet) are excluded from the lot area for zoning purposes. Also, the lot has an average lot width of 85.48 feet, while the minimum required average lot width for an interior lot in the R-2 District is 100 feet.

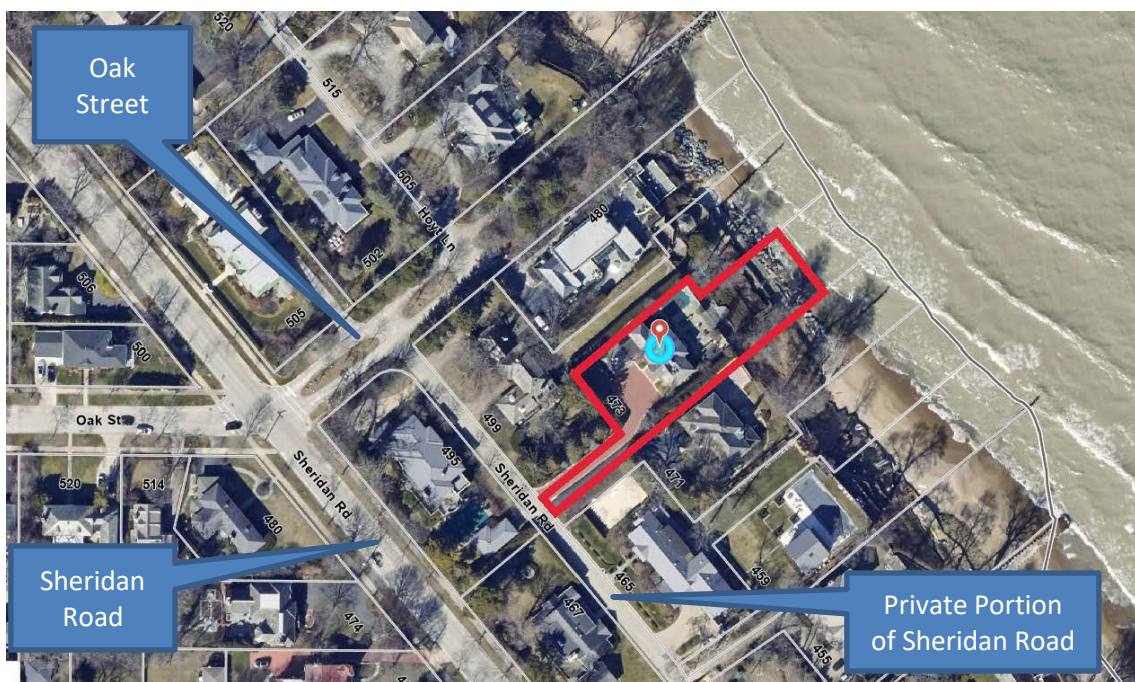


Figure 1 – Aerial Map



Figure 2 – Zoning Map

Given the Subject Property is along Lake Michigan, it is subject to the recently adopted Steep Slope Regulations chapter of the Zoning Ordinance. Figure 3 is a 2023 aerial with the 2017 Cook County topography. The red lines reflect the elevation levels of the land. The closer the elevation lines, the steeper the grade of the land. Figure 5 later in the report illustrates the steep slope zone and the slope transition area as defined by the Steep Slope Regulations. The Steep Slope Regulations limit what can be constructed within the steep slope zone and identify how those improvements must be constructed. The regulations also permit any structure allowed by zoning regulations to be constructed in the slope transition area as long as the construction of those items meets certain standards.



Figure 3 - 2023 Aerial with 2017 Cook County Topography

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The existing residence was built in 1960. Subsequent building permits were issued in:

1. 1967 to construct a bathroom and bedroom addition on the second floor; and
2. 2002 to remodel the kitchen.

Other minor permits have been issued over the last several years. The Applicant acquired the property in January 2023. There is one previous zoning case on file for the Subject Property. In 1967, ZBA Case No. 976 was approved by the ZBA to allow construction of a second-floor addition to the existing residence that did not comply with the side yard setback requirements at the time.

Figure 4 on the following page is a current photo of the site.



Figure 4 – Subject Property - Front Elevation (West)

PROPOSED PLAN

The variation is being requested in order to construct a new single-family residence on the Subject Property. The Applicant intends to maintain the existing attached garage and demolish the main two-story portion of the existing residence to accommodate construction of a new single-family residence that would be attached to the existing garage. It is worth noting that the existing residence currently provides a front yard setback of 29.87 feet from the west property line to the existing attached garage, which is the same setback the Applicant is proposing by maintaining the existing garage for the new residence. Also, the existing residence is nonconforming with respect to the minimum required side yard setback from the north property line as it currently provides a setback of 4.21 feet. The proposed improvements would comply with minimum side yard and total side yard setback requirements. Figure 5 on the following page represents the existing improvements on the Subject Property.

The proposed plan also includes construction of a pool and a 333-square foot boat house that do not require zoning relief. With the exception of the front yard setback, the proposed 2½-story residence would comply with all other zoning regulations.

Excerpts of the proposed site plan and the front and north side building elevations are provided on the following pages as Figures 6 through 8. The complete set of plans is provided in the application materials (**Attachment C**).

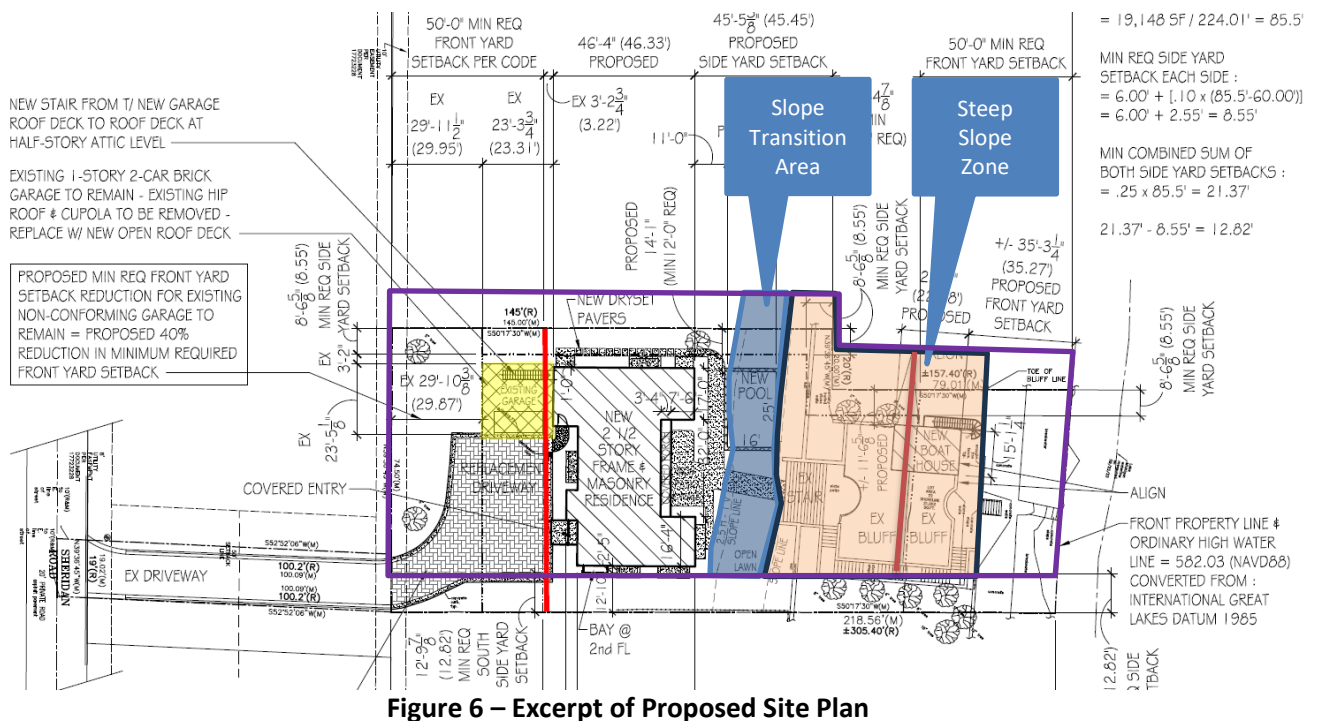
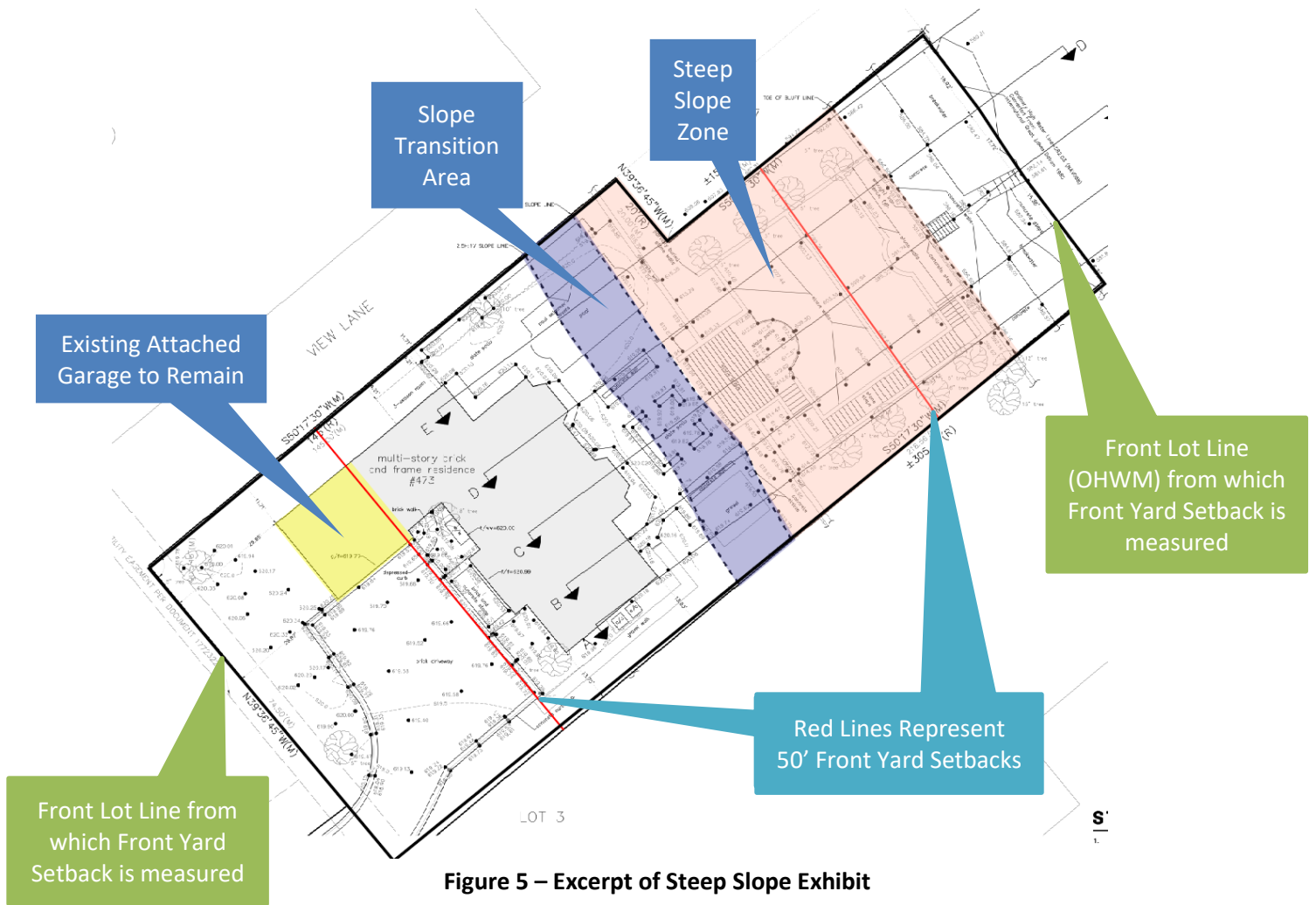




Figure 7 – Proposed Front (West) Elevation

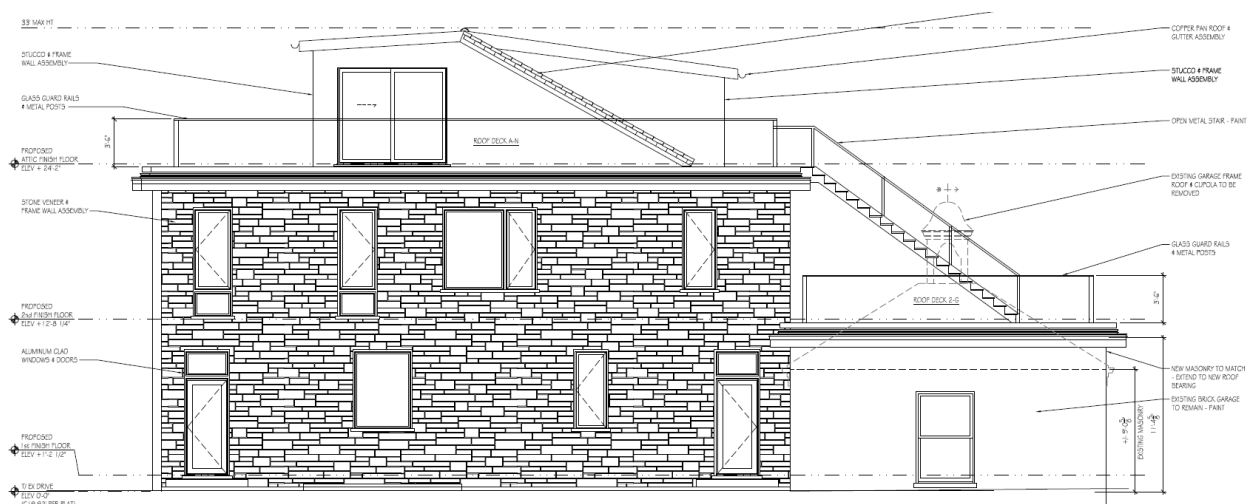


Figure 8 – Proposed North Side Elevation

Stormwater. Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, attached is a Stormwater Matrix (**Attachment B**). Because the Subject Property is a lakefront property, stormwater detention is not required if stormwater is directly discharged into Lake Michigan. Stormwater from the site must still be collected by a drain system and must be discharged at the base of the bluff along the lake. Alternatively, the Applicant is allowed to connect to the Village storm sewer and provide the necessary detention, however, discharging directly to the lake is recommended by the Village Engineering Department. Discharging to the lake will require the Applicant to submit a joint permit application to the United States Army Corp of Engineers, the Illinois Department of Natural Resources, and the Illinois Environmental Protection Agency to allow the agencies to determine if they will require a permit. Upon submittal of the building permit for the proposed improvements, Village Engineering staff will review the permit for compliance with Village stormwater regulations to verify the stormwater is being managed on-site.

Figure 9 on the following page represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year floodplain.



Figure 9 - GIS Floodplain Map

Steep Slope Regulations. As previously stated, the Subject Property is located on the lakefront and is subject to the recently adopted Steep Slope Ordinance. The Applicant has provided a Steep Slope Exhibit to demonstrate the location of the slope impact area (steep slope zone and slope transition area) on the Subject Property. The Village Engineering Department and Coastal Engineer assisting the Village on the review of lakefront development projects have confirmed that the steep slope zone and slope transition area are correctly depicted in the Steep Slope Exhibit provided by the Applicant, and during the building permit review process the Applicant should be able to demonstrate that the proposed improvements can comply with the steep slope development standards.

The proposed boat house is allowed within the required front yard setback of 50 feet from the ordinary high-water mark of Lake Michigan. Additionally, the proposed boat house, which measures approximately 333 square feet and 14 feet in height (15.5 feet to the top of the guardrail), complies with the size limitations for a boat house within the steep slope zone (i.e., no larger than 860 square feet and no taller than 15 feet, however guardrails around a boat house rooftop deck may extend an additional 3 feet). The boathouse is the only proposed improvement within the steep slope zone. Regardless, upon submittal of the building permit for the proposed improvements, the Village Engineer will review the proposed plans for the boat house, and all other site improvements, and will require additional engineering to verify that the boat house will not jeopardize slope stability, and that it will not adversely impact the stability of the property or adjacent property.

REQUESTED ZONING RELIEF

The attached Zoning Matrix highlights the existing lot and the proposed improvement's compliance with the R-2 zoning district (**Attachment A**). One variation is being requested to allow the proposed residence to provide a front yard setback of 29.87 feet from the west property line, whereas a minimum setback of 50 feet is required. As noted earlier in this report, the existing residence is currently legally nonconforming with respect to the minimum required front yard setback from the west property line as it currently provides a front yard setback of 29.87 feet.

Given a portion of the Subject Property is governed by the Steep Slope Regulations, the Zoning Board may also take into consideration the impacts of those regulations when considering a variation request

of otherwise applicable zoning regulations, in this instance, the front yard variation request. Specifically, Section 17.82.100 of the Steep Slope Regulations states:

Nothing in this Chapter is intended to limit the ability of an applicant from seeking a variation from the otherwise applicable zoning regulations affecting the owner's property. To the extent that the regulations of this Chapter materially restrict the ability of a property to be developed or materially increase the cost of such development, the Zoning Board of Appeals may, as part of its recommendation, conclude that the effects of this Chapter can, in appropriate circumstances, constitute a practical difficulty or unreasonable hardship.

FINDINGS

Section 17.60.040 of the Zoning Ordinance lists eight variation standards that the Board must find a variation application meets. The Applicant has supplied as part of their application materials a narrative addressing how this proposal meets these standards.

Does the ZBA find that the requested variation meets the standards for granting such variation; and if so, is the ZBA prepared to make a recommendation to the Village Council regarding the requested relief? If so, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

Move to recommend **approval [denial]** of the following variation granting:

1. Front Yard Setback of 29.87 feet from the west property line, whereas a minimum of 50 feet is required, a variation of 20.13 feet (40.26%) [Section 17.30.050 – Front and Corner Yard Setbacks].

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variation requested is **in harmony [not in harmony]** with the general purpose and intent of the Zoning Ordinance and that each of the following eight standards on which evidence is required pursuant to Section 17.60.050 of this Code **have been met [have not been met]** in connection with this variation application **[subject to the following conditions...]**

The eight standards to consider when granting a variation are as follows:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.
2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.
3. The variation, if granted, will not alter the essential character of the locality.
4. An adequate supply of light and air to the adjacent property will not be impaired.
5. The hazard from fire and other damages to the property will not be increased.
6. The taxable value of the land and buildings throughout the Village will not diminish.
7. The congestion in the public street will not increase.
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

And given a portion of the Subject Property is governed by the Steep Slope Regulations, the Zoning Board of Appeals **concludes [does not conclude]** that the effects of the Steep Slope Regulations constitute a practical difficulty or unreasonable hardship.

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Stormwater Matrix

Attachment C: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 473 Sheridan Road

CASE NO: 24-17-V2

ZONING: R-2

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	24,000 SF	19,148.2 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	100 FT	85.48 FT	N/A	N/A	EXISTING NONCONFORMING
Min. Lot Depth	200 FT	224.01 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	4,787.05 SF (1)	N/A	3,381.39 SF	N/A	OK
Max. Gross Floor Area	5,946.05 SF (1)	N/A	5,870.93 SF	N/A	OK
Max. Impermeable Lot Coverage	9,574.1 SF (1)	N/A	9,474.41 SF	N/A	OK
Min. Front Yard (West)	50 FT	N/A	29.87 FT	N/A	20.13 FT (40.26%) VARIATION
Min. Front Yard (East/Lake)	50 FT	N/A	118.49 FT (3)	N/A	OK
Min. Side Yard (North)	8.55 FT	N/A	8.55 FT (4)	N/A	OK
Min. Total Side Yards	21.37 FT	N/A	21.38 FT	N/A	OK

NOTES:

(1) Based on net lot area of 19,148.2 s.f. Gross lot area is 21,242 s.f. Area of private road easement (190 s.f.) and "flagpole" portion of a flag lot (1,903.8 s.f.) are excluded from the lot area for zoning purposes.

(2) Variation amount is the difference between proposed and requirement.

(3) Setback to proposed residence. Boat house is permitted to encroach the required front yard setback.

(4) Setback to proposed boat house. Setback to proposed residence is 11.71 feet.

ATTACHMENT B

Stormwater Volume Requirements for Development Sites

In addition to meeting the following storm water volume detention requirements, development sites must meet all other Village storm water management requirements such as drainage and grading, storm water release rates, storage system design requirements, etc. An exception is for lots along the lakefront that directly discharge into Lake Michigan; those lots are not required to provide stormwater volume detention on-site. They are required to meet all other Village stormwater system design requirements.

	Storm Water Detention Volume Requirements	Applicable Requirement
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	<i>Applies to 473 Sheridan Road.</i> <i>Site is currently developed; though, stormwater detention is not required if stormwater is directly discharged into Lake Michigan. However, a final determination will not occur until engineering plans are submitted with a building permit application.</i>
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%</u>.	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	
E. Improvements to existing lots, who currently exceed maximum impermeable lot coverage (e.g., School sites, single family and multi-family sites)	The amount of additional required storm water detention volume is based upon: a) The amount of the impermeable lot coverage (ILC) currently in excess of the maximum permitted amount of ILC allowed by zoning that will be removed and replaced, and/or b) The amount of ILC in addition to what currently exists on the lot.	

Stormwater Volume Requirements for Development Sites

	The amount of required detention volume is then determined using the run-off coefficient for 100-year storm event.	
--	--	--

VILLAGE OF WINNETKA, ILLINOIS

DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 24-17-V2

Property Information

Site Address: 473 SHERIDAN ROAD, WINNETKA, IL, 60093

Owner Information

Name: LAYERCAKE LLC

Address: [REDACTED]

City, State, ZIP: KENILWORTH, IL, 60043

Email: [REDACTED]

ROBERT T. DELANEY
Primary Contact: (MANAGER OF LAYERCAKE LLC)

Phone No. [REDACTED]

Date property acquired by owner: January 3, 2023

Architect Information

Name: WILLIAM MURPHY ARCHITECT, LTD.

Primary Contact: WILLIAM MURPHY

Address: 410 SOUTH MICHIGAN AVE., SUITE 813

City, State, ZIP: CHICAGO, IL, 60605

Phone No. 312-461-9442

Email: WMURPHYARCH@MSN.COM

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Nature of any restrictions on property: None

Brief explanation of variation(s) requested (attach separate sheet providing additional details):

The location of the Existing 2-Car Garage is an Existing Legal Nonconformity, with an existing Front Yard Setback of 29.87' where 50' is required. The variation requested is to preserve the existing Garage foundation & walls in the existing location, with the existing roof & structure to be replaced by a new open Roof Deck with open Stair to Attic level Roof Deck, The Proposed New House is compliant with all setbacks.

Property Owner Signature: [REDACTED]

Date: July 10, 2024

WILLIAM MURPHY
ARCHITECT, LTD.

Ann Klaassen
Village of Winnetka Community Development
510 Green Bay Road
Winnetka, IL 60093

July 10, 2024

Re: Zoning Variation Application
473 Sheridan Road, Winnetka, Illinois

ADDRESS STANDARDS FOR GRANTING OF ZONING VARIATIONS

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that district.

The location of the existing 2-Car Garage in an existing legal nonconformity, with an existing Front Yard Setback of 29.87' where 50' is required. The Variation requested is to preserve the existing garage location and allow for the Proposed new Home to be constructed. The property cannot yield a reasonable return without a 2-Car Garage if it were removed.

2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.

The plight of the owner is unique to this property. The existing Garage was constructed approx 60 years ago in the current location. Due to the Flag Lot property configuration, the Garage location is in a natural position to allow the house to be positioned on the lakeside. The buildable window of space on the Lot is tight, and further limited with the Steep Slope zone on the East. If the Garage were to be demolished and reconstructed in compliance, the house would not fit clear of the Steep Slope limits. This would also increase Impervious Coverage with extended driveway.

3. The variation, if granted, will not alter the essential character of the locality.

The character of the locality will not be altered if the existing Garage were to remain. It is positioned out of view of the public way and neighboring properties.

4. An adequate supply of light and air to adjacent property will not be impaired.

The existing Garage has no impact on adjacent properties, and there would be no change if it were to remain.

5. The hazard from fire and other damages to the property will not be increased.

The existing Garage is constructed of brick and block, and the Roof Deck will be supported by the same, with no change in hazard.

- 1 -

410 SOUTH MICHIGAN AVENUE . SUITE 813 . CHICAGO . ILLINOIS 60605
T: 312.461.9442 . E: WMURPHYARCH@MSN.COM

WILLIAM MURPHY
ARCHITECT, LTD.

Re: Zoning Variation Application
473 Sheridan Road, Winnetka, Illinois

6. Taxable value of the land and buildings throughout the village will not diminish.

There would be no change to taxable value in the village were the existing Garage to remain.
7. The congestion in the public street will not increase.

There would be no change in street traffic were the existing Garage to remain.
8. The public health, safety, comfort, morals and welfare of the inhabitants of the village will not be otherwise impaired.

There would be no change in public health, safety, comfort, morals and welfare of the inhabitants of the village if the existing Garage were to remain.

Sincerely,

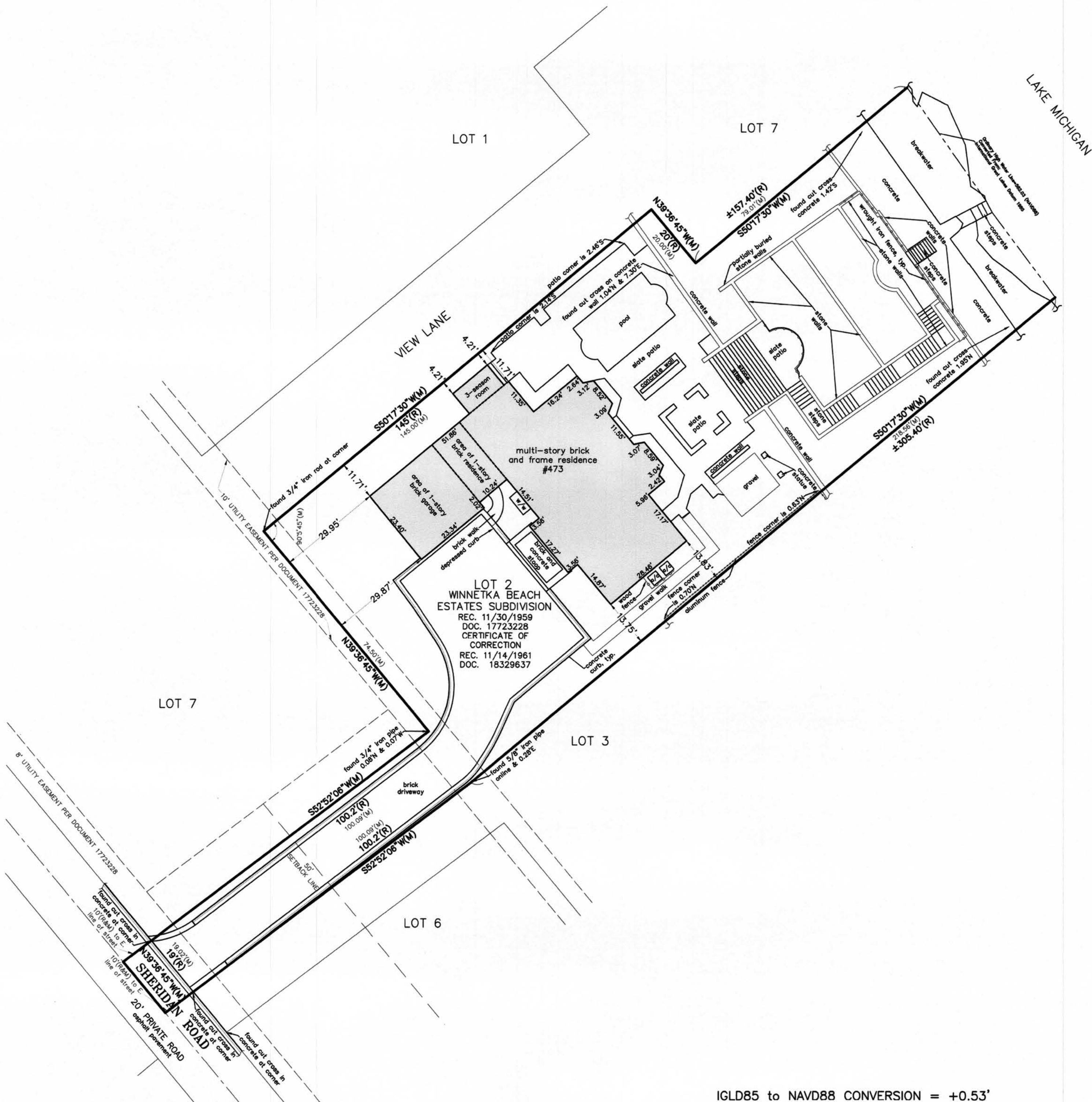


William C. Murphy, Jr.
William Murphy Architect, Ltd.

PLAT OF SURVEY

OF

LOT 2 IN WINNETKA BEACH ESTATES, A SUBDIVISION OF THAT PART OF BLOCK 42 IN CHARLES E. PECK'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHERLY LINE OF THAT PART OF NON-VACATED CHERRY STREET AND SOUTH OF THE NORTHERLY OF THE SOUTH 10 FEET OF OAK STREET AND EASTERLY OF THE EAST LINE OF SHERIDAN ROAD, ALL IN COOK COUNTY, ILLINOIS



IGLD85 to NAVD88 CONVERSION = +0.53'

IGLD85 ORDINARY LAKE LEVEL = 581.5'

NAVD88 CONVERTED LAKE LEVEL = 582.03'

LOT AREA TO ORDINARY HIGH WATER MARK (OHWM): 21,242 SQ.FT.

BASIS OF BEARINGS:
STATE PLANE COORDINATE SYSTEM ILLINOIS EAST

ALL DISTANCES IN FEET AND DECIMAL PARTS THEREOF.
NO DIMENSIONS TO BE ASSUMED FROM SCALING.

COMPARE YOUR DESCRIPTION AND SITE MARKINGS WITH THIS PLAT
AND AT ONCE REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.

REFER TO TITLE REPORT FOR ANY EASEMENTS, COVENANTS OR
RESTRICTIONS THAT MAY EXIST BUT ARE NOT SHOWN HEREON.



LEGEND
(R) RECORD
(M) MEASURED

REVISED: 07/18/24
REVISED: 07/11/24
REVISED: 04/02/24

STATE OF ILLINOIS
COUNTY OF COOK
S.S.
THIS PROFESSIONAL SERVICE CONFORMS TO THE
CURRENT ILLINOIS MINIMUM STANDARDS OF
PRACTICE APPLICABLE FOR A BOUNDARY SURVEY.

WHEELING, IL. JULY 18th A.D. 2024.

BY *Kevin C. Lewis*
ILLINOIS PROFESSIONAL LAND SURVEYOR #3681
LICENSE EXPIRES NOVEMBER 30, 2024



PROJECT NUMBER
23925

**PLAT OF SURVEY
RESIDENCE
473 SHERIDAN ROAD
WINNETKA, ILLINOIS**

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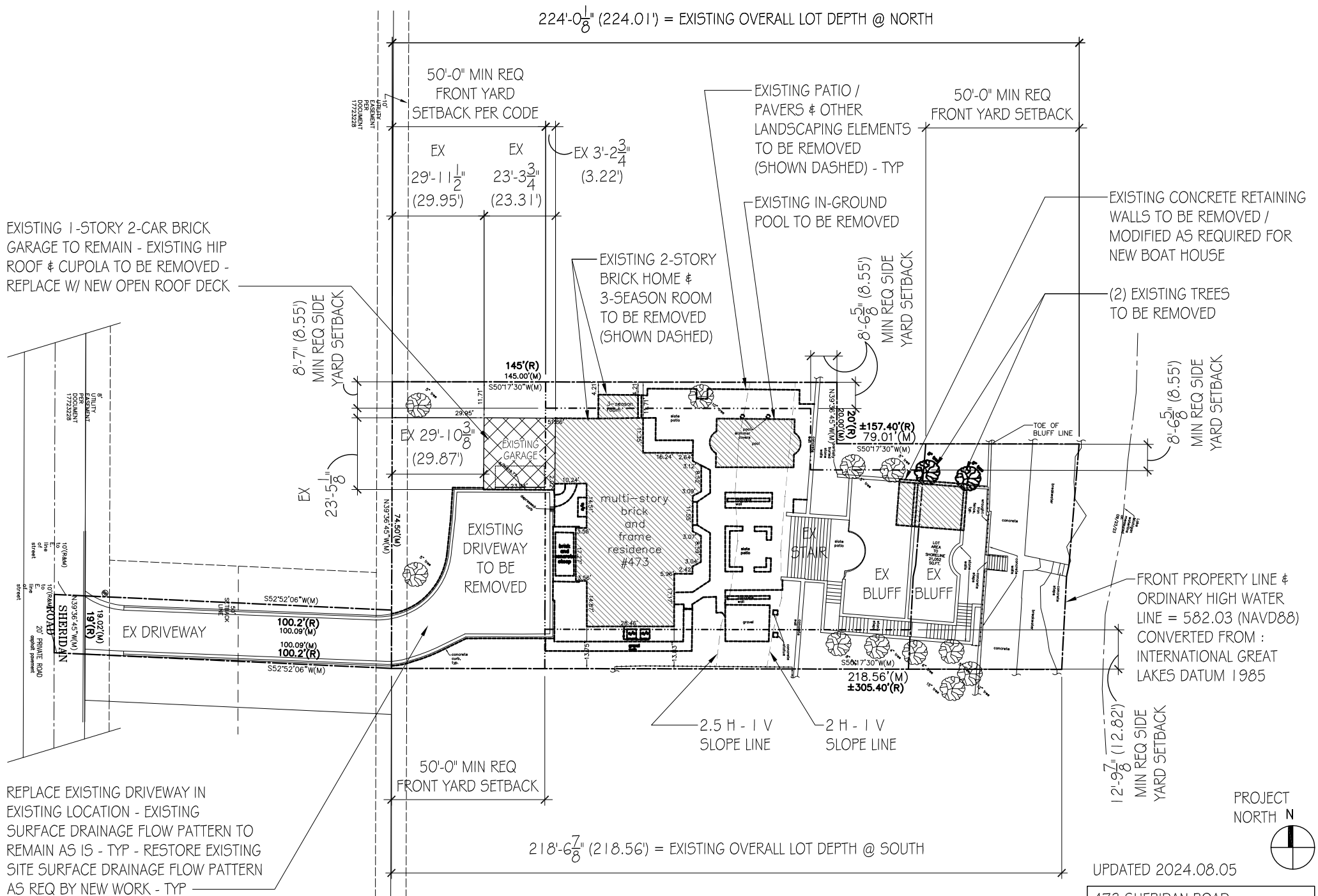
IG CONSULTING, INC.
CONSULTING CIVIL ENGINEERS & LAND SURVEYORS

300 MARQUARDT DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215-1133 | FAX (847) 215-1177
1129 MAIN STREET UNION GROVE, WISCONSIN 53182 PH. (262) 878-6200 | ig@igconsulting.net

PREPARED FOR: WILLIAM MURPHY ARCHITECT, LTD. SCALE: 1"=20'
FIELD CREW: C.L. & D.J. FIELD WORK: 09/21/23 DRAFTED BY: A.W. CHECKED BY: J.H.

FIRM NO. 184-001330

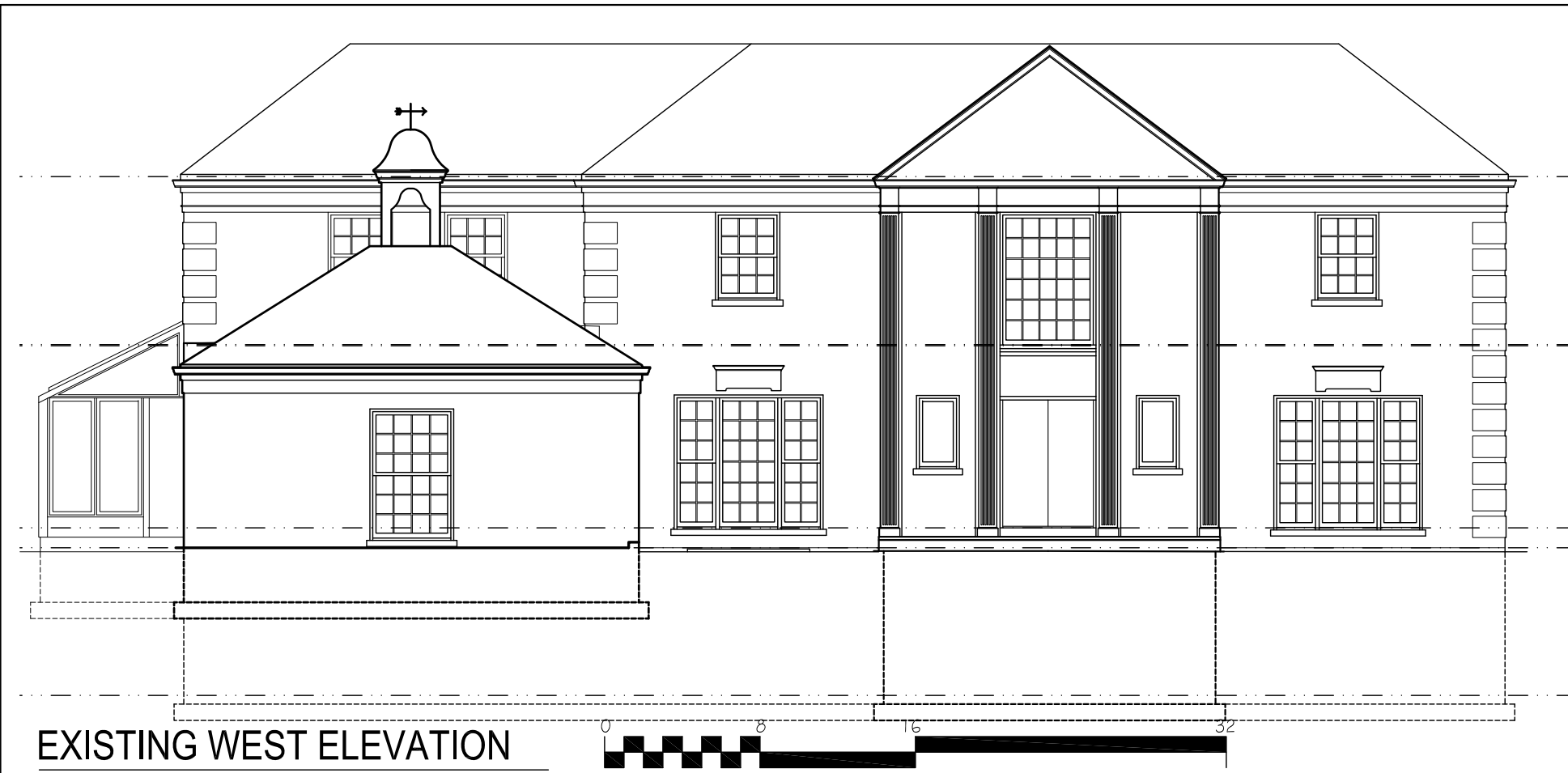
Page 449 of 460



UPDATED 2024.08.05

473 SHERIDAN ROAD
DEMOLITION SITE PLAN
2024.07.10
SCALE: 1" = 40'-0"
WILLIAM MURPHY ARCHITECT, LTD.

Page 445 of 460



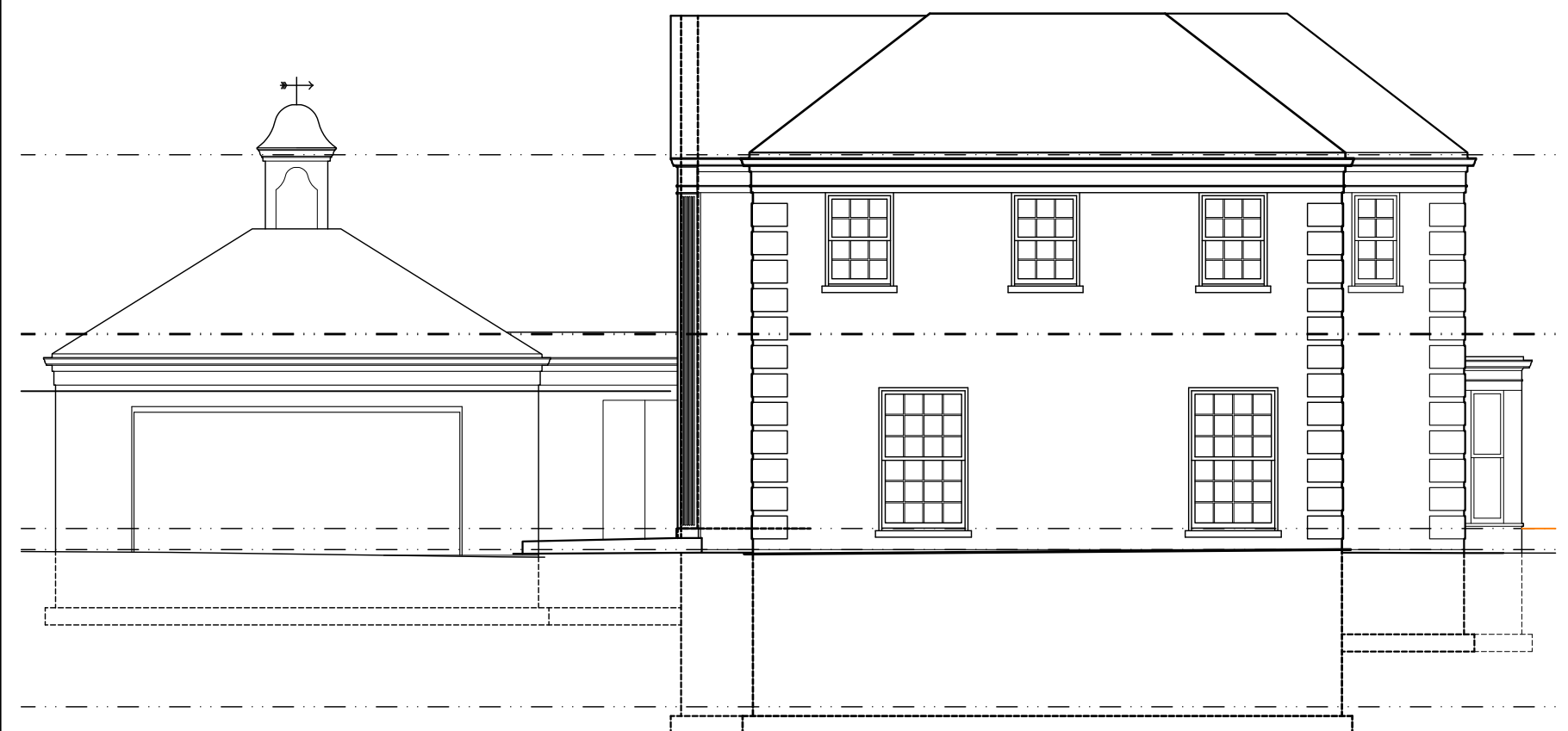
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EXISTING NORTH ELEVATION

SCALE : 1/8"=1'-0"



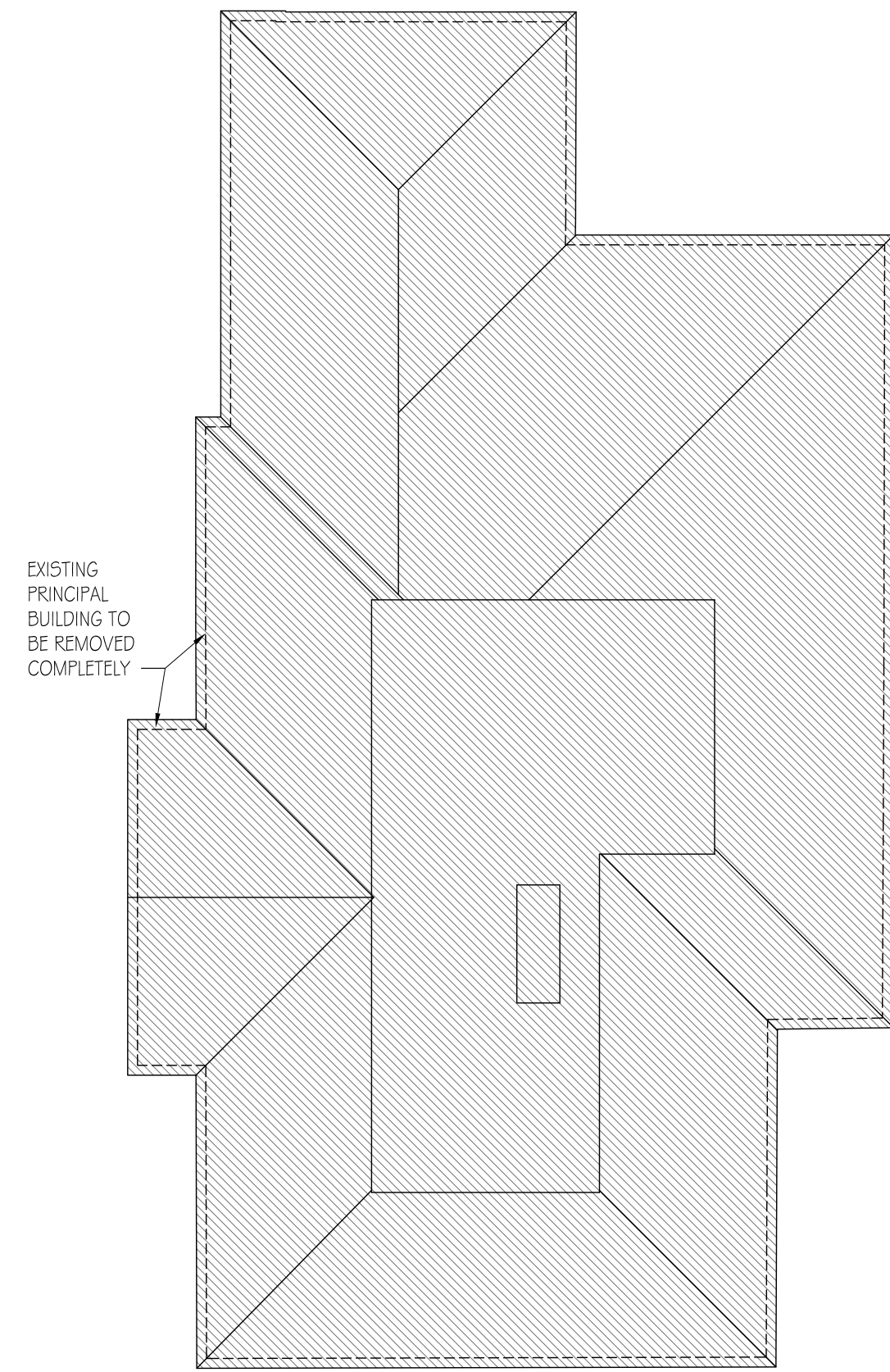
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SCALE : 1/8"=1'-0"



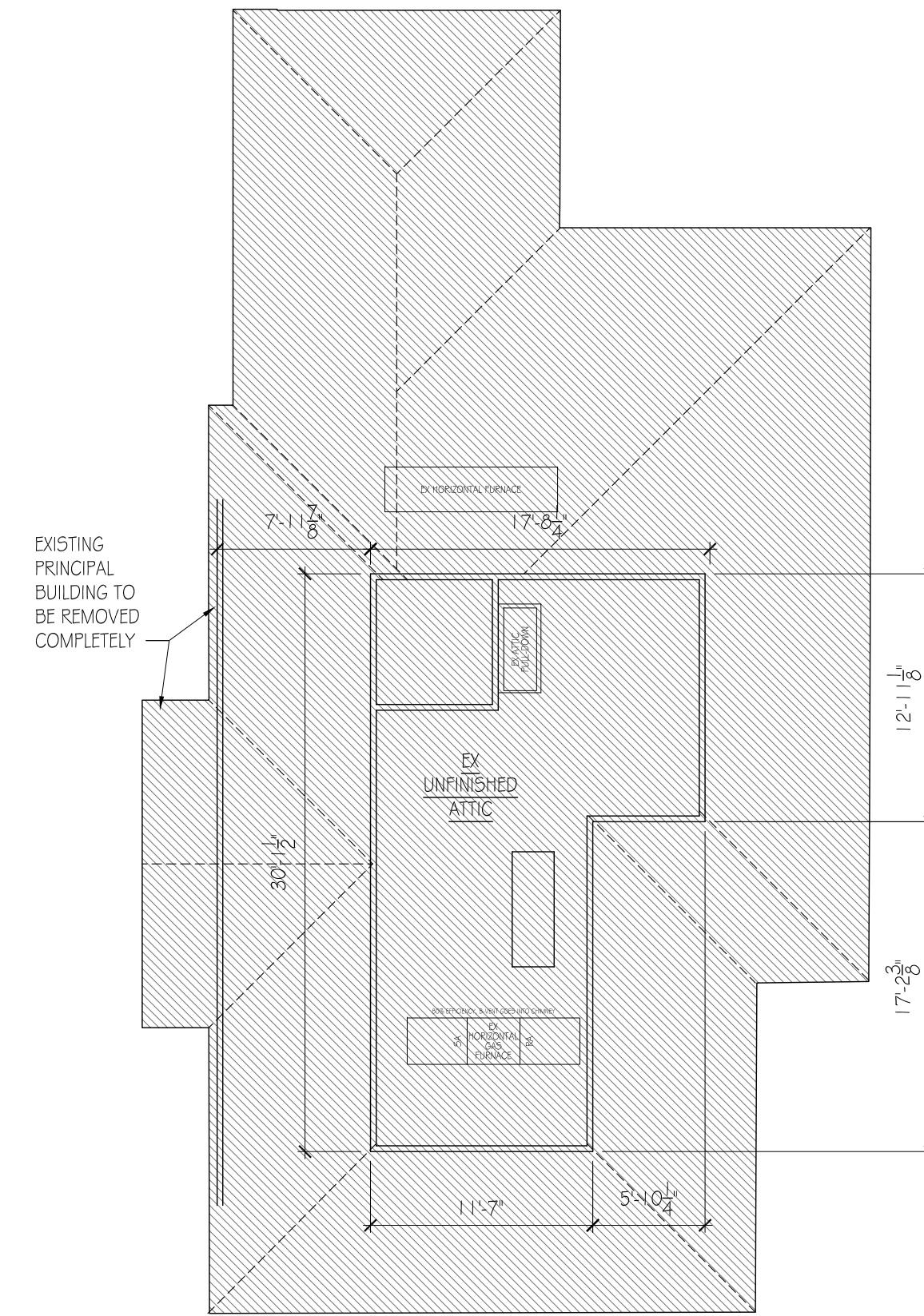
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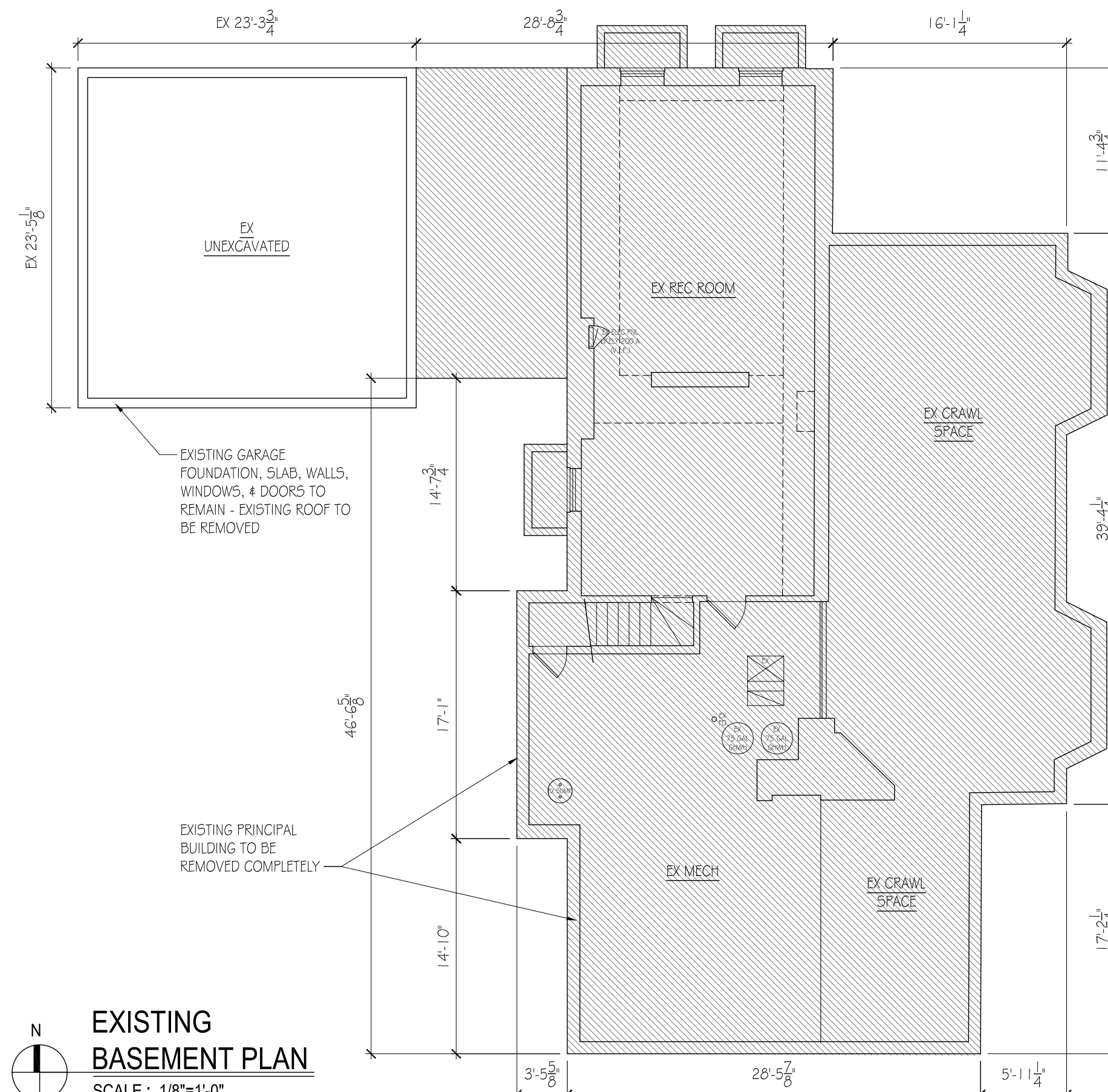
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SCALE : 1/8"=1'-0"



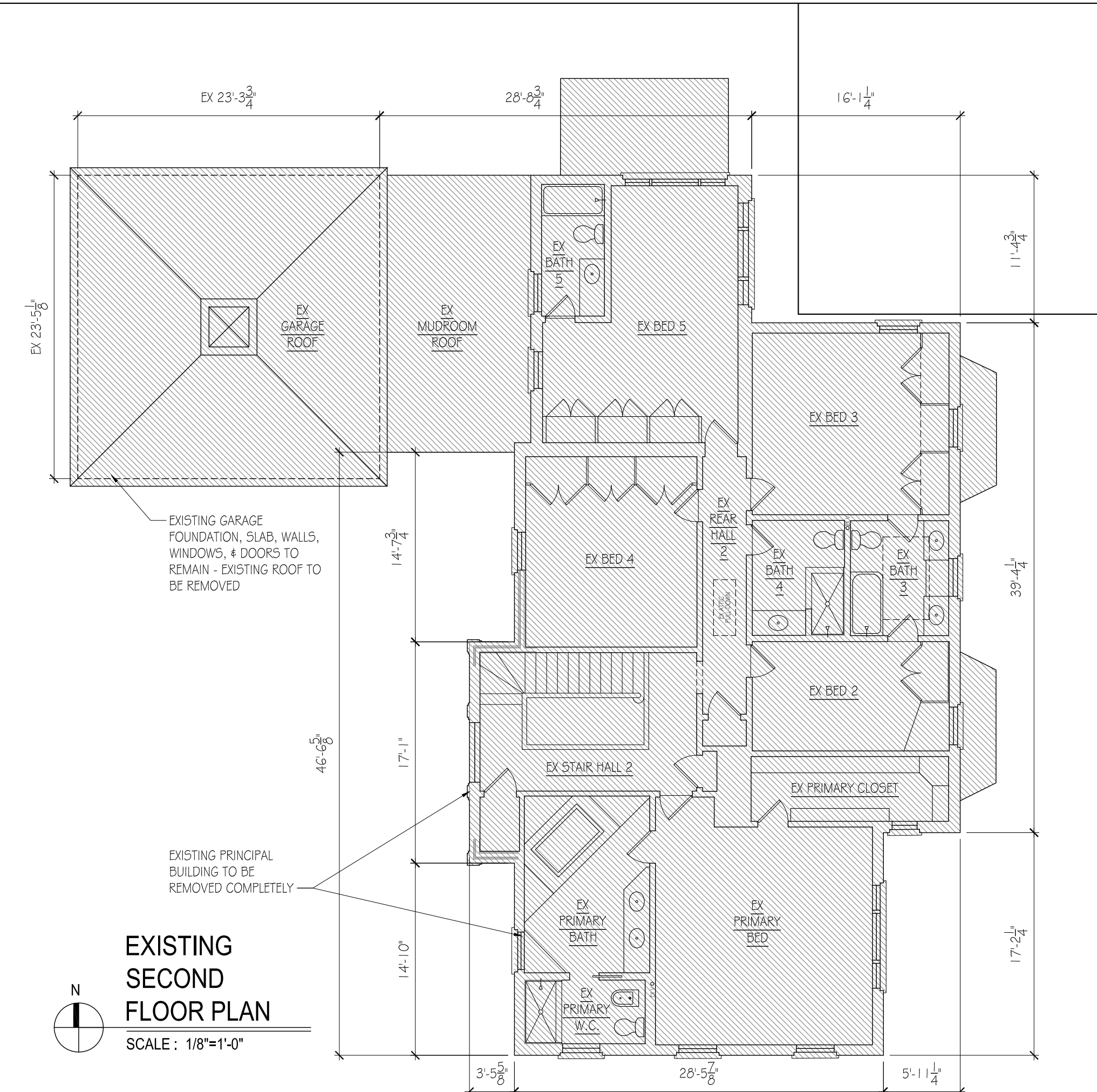
EXISTING ATTIC FLOOR PLAN

SCALE : 1/8"=1'-0"



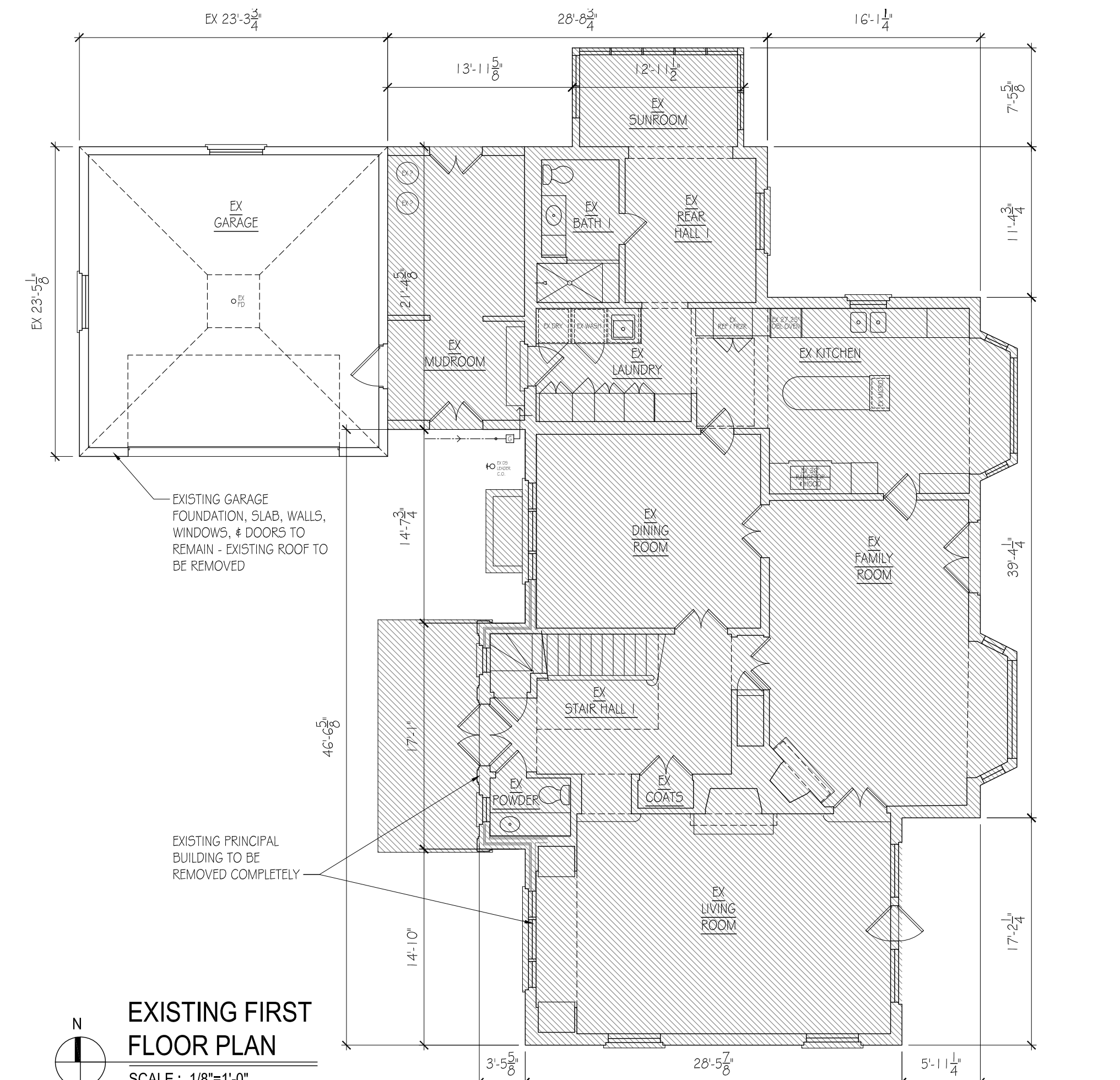
EXISTING BASEMENT PLAN

SCALE : 1/8"=1'-0"



EXISTING SECOND FLOOR PLAN

SCALE : 1/8"=1'-0"



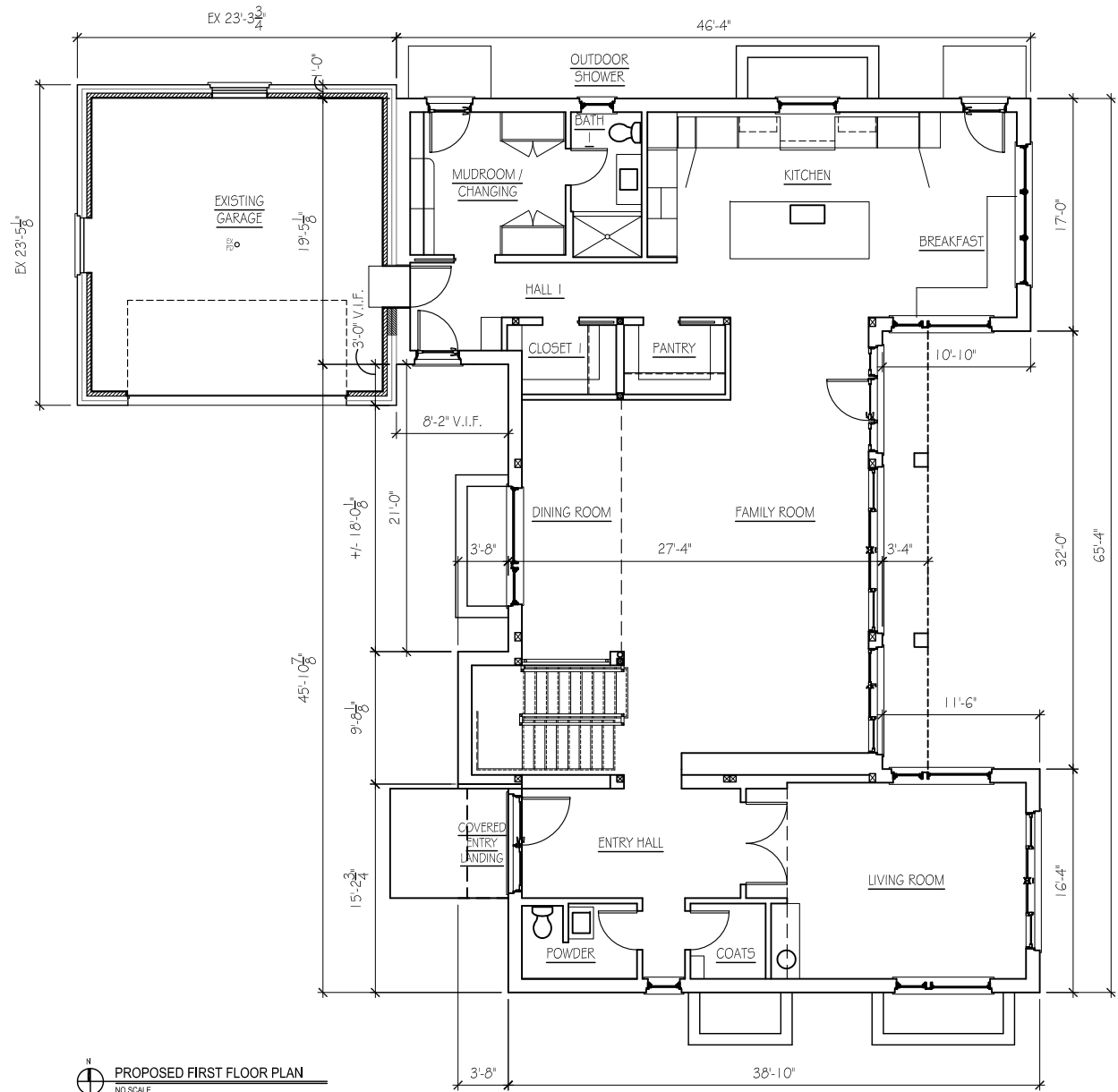
EXISTING FIRST FLOOR PLAN

SCALE : 1/8"=1'-0"

WILLIAM MURPHY ARCHITECT, LTD. c. 2024 410 South Michigan Avenue Suite 813 Chicago, Illinois 60605 T: 312.461.9442 WMURPHYARCH@MSN.COM	State of Illinois Professional Design Firm Registration No. 184.006242-001 Expiration Date: 04.30.2025	 William C. Murphy, Jr. Illinois License No. 001-012908 Expiration Date: 11.30.2024 I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY CONFORM TO THE VILLAGE OF WINNETKA BUILDING AND ZONING CODE.	
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PRIVATE RESIDENCE REMODEL
473 Sheridan Road
Winnetka, Illinois 60093

PROJECT NUMBER	2023.11
EXISTING PLANS & EXTERIOR ELEVATIONS	
A.4.0	
SHEET NUMBER	
07.10.2024	ISSUE FOR ZONING VARIATION REVIEW



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410 South Michigan Avenue Suite 913
Chicago, Illinois 60605 T: 312.461.9442
WMURPHYARCH@MSN.COM

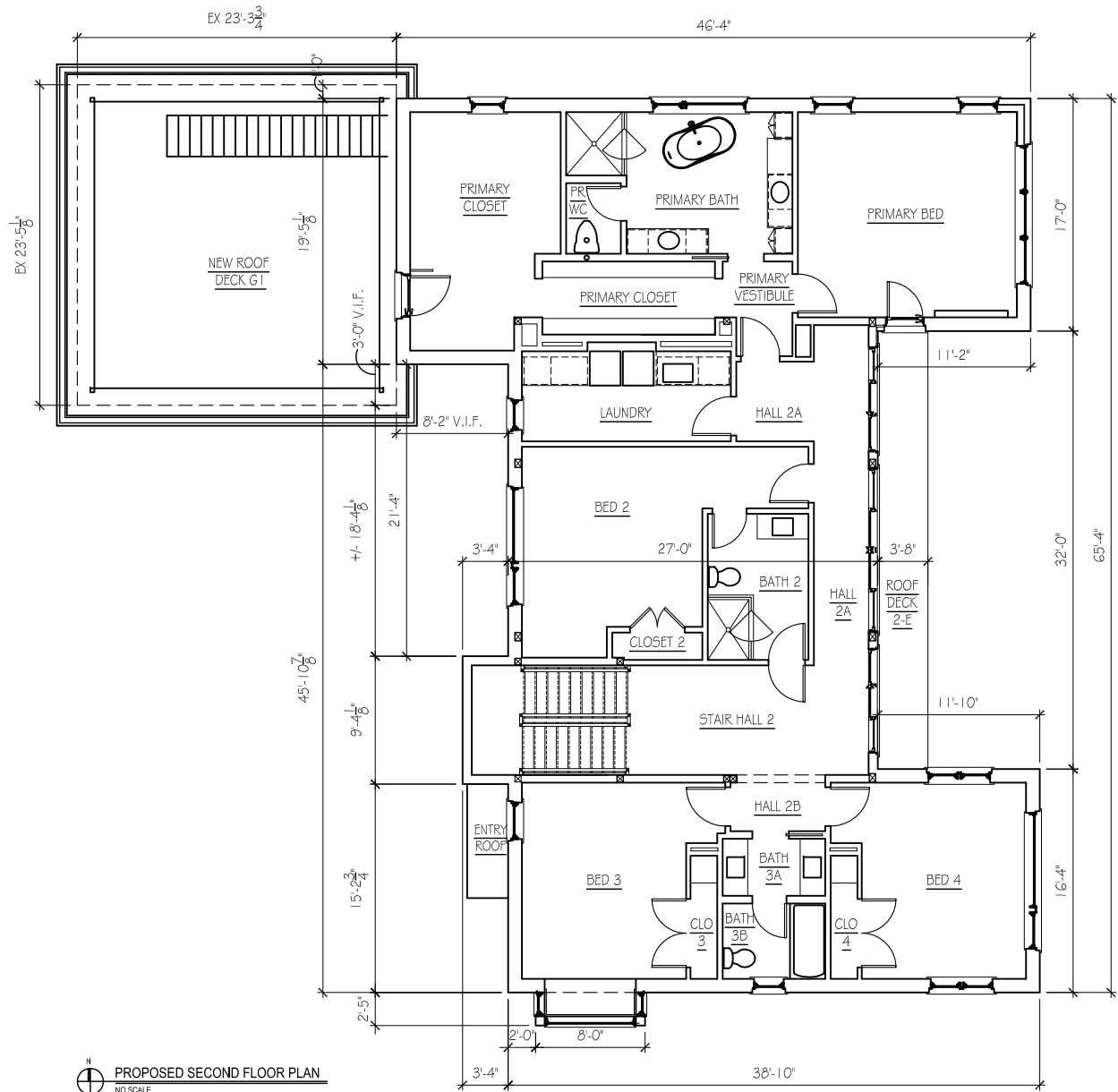
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Expiration Date: 04.30.2025

William C. Murphy, Jr.
Date 07.10.2024
Illinois License No. 001-012908 Expiration Date: 11.30.2024
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SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY CONFORM
TO THE REQUIREMENTS OF THE ILLINOIS BUILDING AND ZONING CODE.



PRIVATE RESIDENCE REMODEL
473 Sheridan Road
Winnetka, Illinois 60093

PROJECT NUMBER	2023.11
CONSTRUCTION PLANS	
SHEET NUMBER	A.4.2
07.10.2024	ISSUE FOR ZONING VARIATION REVIEW



N
PROPOSED SECOND FLOOR PLAN
NO SCALE

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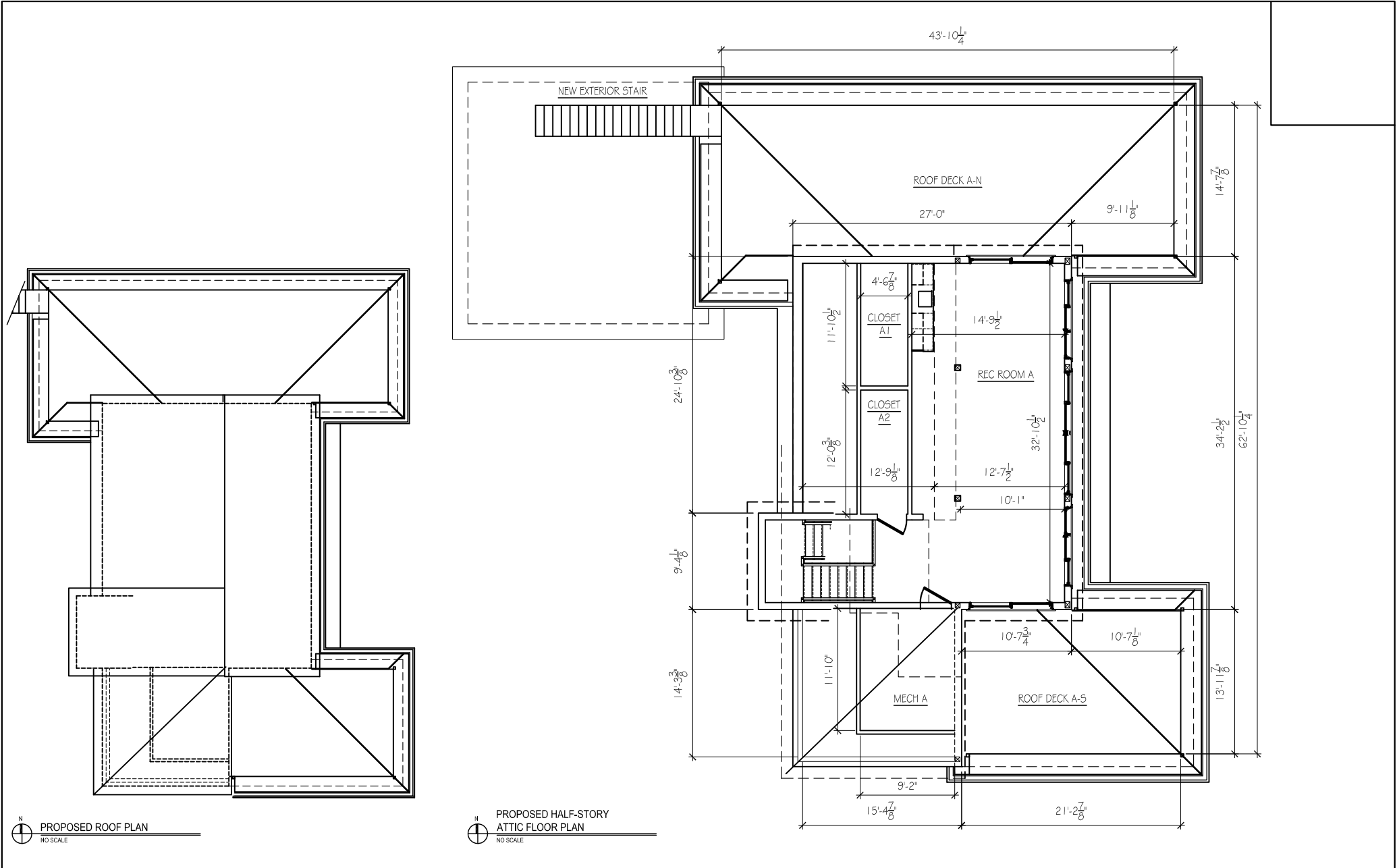
State of Illinois Professional
Design Firm Registration No.
184.006242-001
Expiration Date: 04.30.2025

WILLIAM C. MURPHY, JR.
Date: 07.10.2024
Illinois License No. 001-012908 Expiration Date: 11.30.2024
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SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY CONFORM
TO THE REQUIREMENTS OF THE ILLINOIS BUILDING AND ZONING CODE.



PRIVATE RESIDENCE REMODEL
473 Sheridan Road
Winnetka, Illinois 60093

PROJECT NUMBER	2023.11
CONSTRUCTION PLANS	
A.4.3	
SHEET NUMBER	
07.10.2024	ISSUE FOR ZONING VARIATION REVIEW



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								CONSTRUCTION PLANS
								A.4.4
								SHEET NUMBER
						07.10.2024	ISSUE FOR ZONING VARIATION REVIEW	



PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"



PROPOSED NORTH ELEVATION
SCALE: 1/4" = 1'-0"



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Chicago, Illinois 60605 T: 312.461.9442
WMURPHYARCH@MSN.COM

State of Illinois Professional
Design Firm Registration No.
184.006242-001
Expiration Date: 04.30.2025

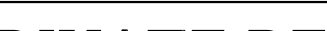

William C. Murphy, Jr.
Date 07.10.2024
Illinois License No. 001-012908 Expiration Date: 11.30.2024
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY OR UNDER MY DIRECT
SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY CONFORM
TO THE VILLAGE OF WINNETKA BUILDING AND ZONING CODE.

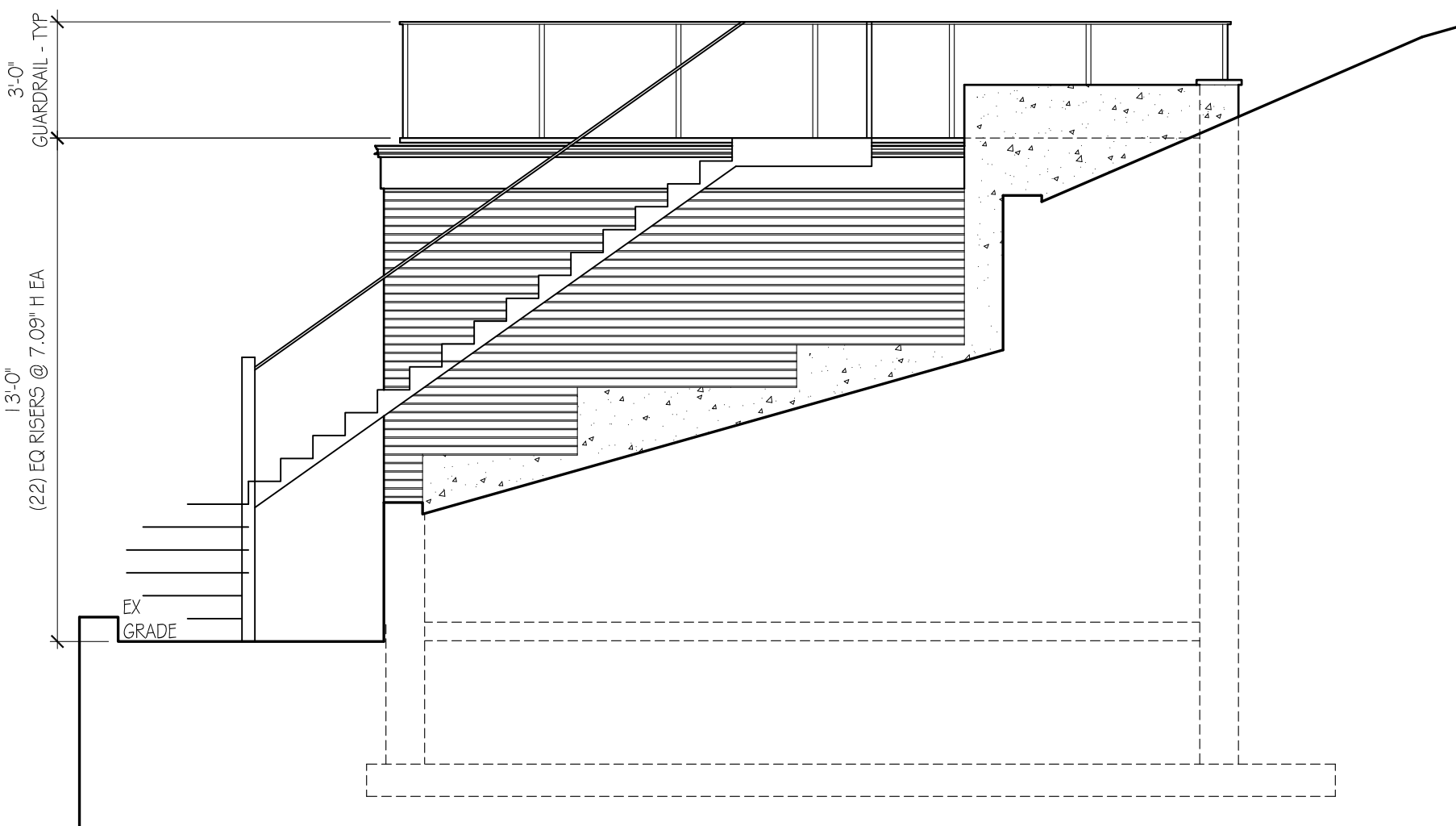


PRIVATE RESIDENCE REMODEL
473 Sheridan Road
Winnetka, Illinois 60093

PROJECT NUMBER	2023.11
EXTERIOR ELEVATIONS	
A.5.1	
SHEET NUMBER	
07.10.2024	ISSUE FOR ZONING VARIATION REVIEW



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									EXTERIOR ELEVATIONS
									A.5.2
						07.10.2024	ISSUE FOR ZONING VARIATION REVIEW	SHEET NUMBER	



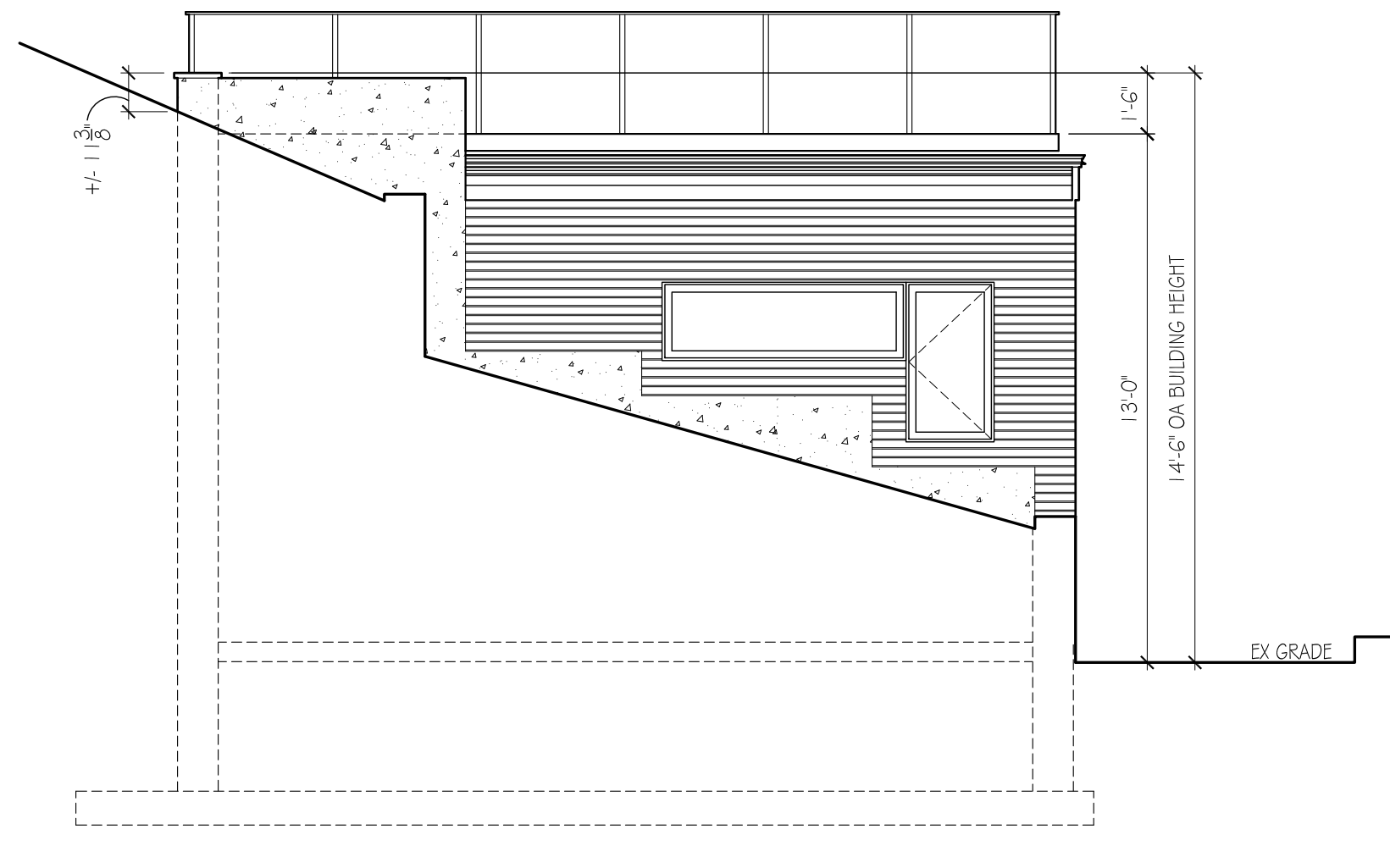
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SCALE : 1/4" = 1'-0"



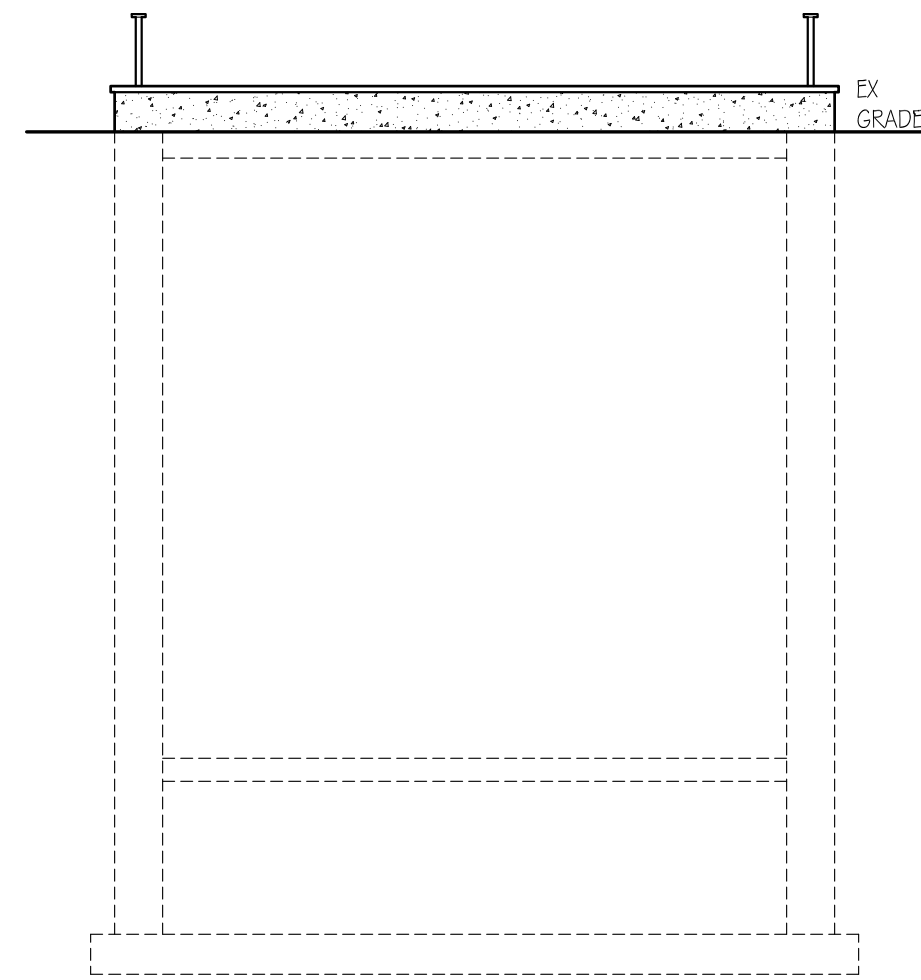
PROPOSED EAST ELEVATION

SCALE : 1/4" = 1'-0"



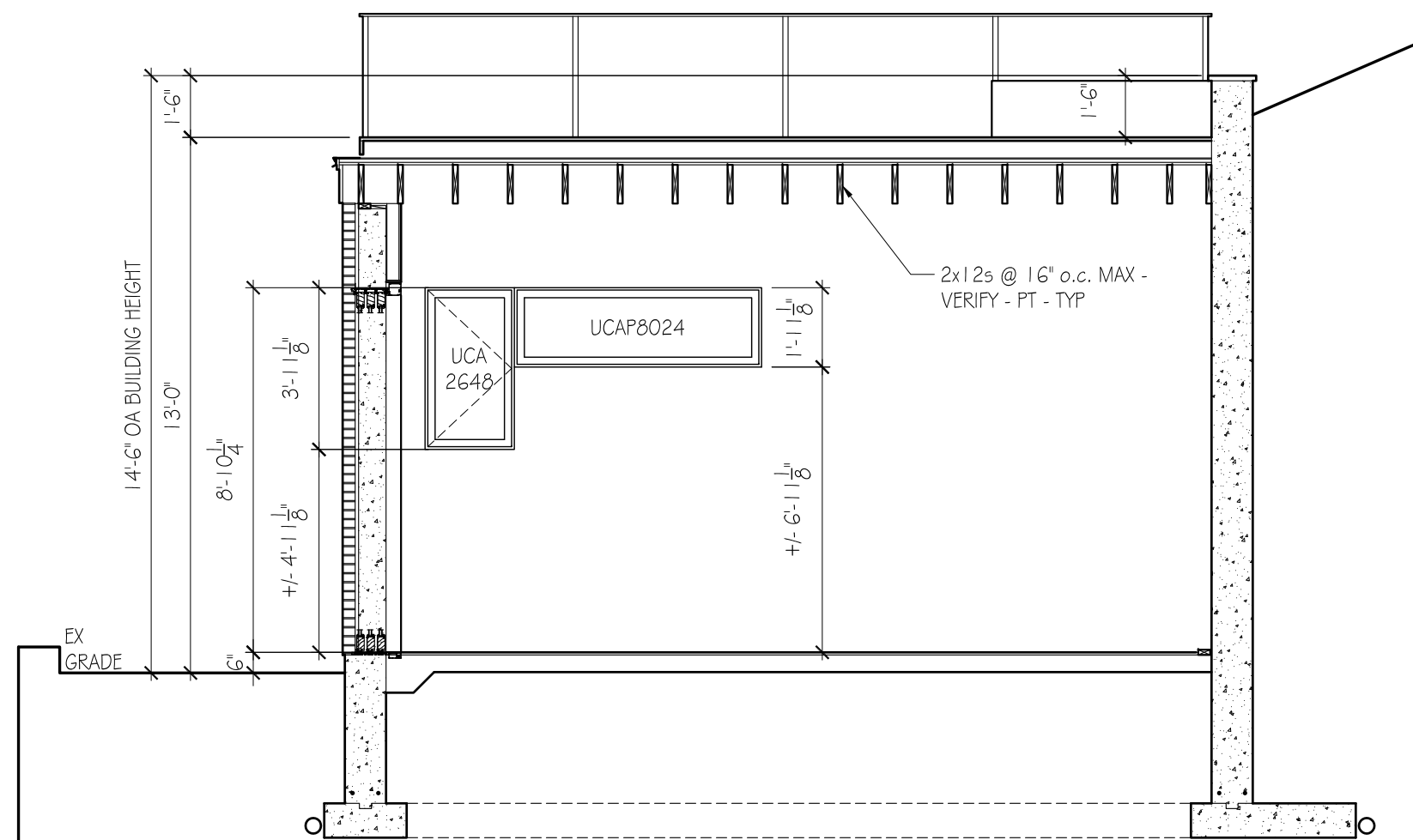
PROPOSED SOUTH ELEVATION

SCALE : 1/4" = 1'-0"



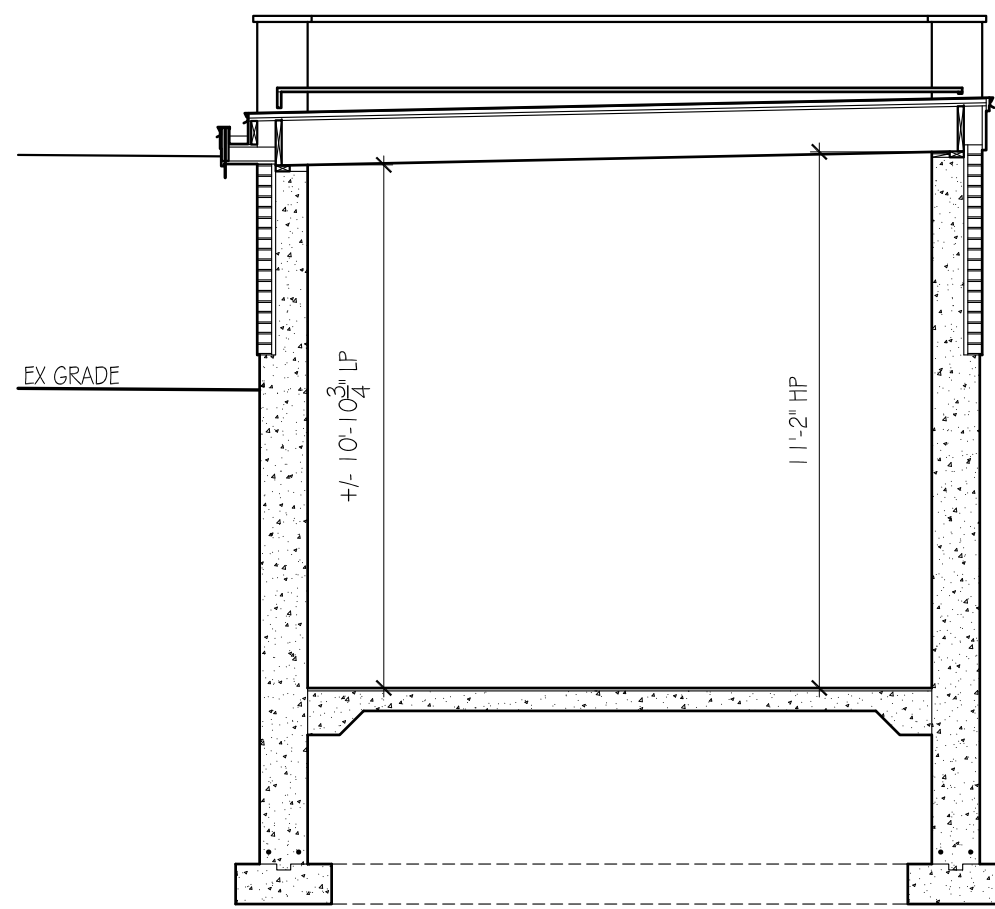
PROPOSED WEST ELEVATION

SCALE : 1/4" = 1'-0"



1 BUILDING SECTION LOOKING SOUTH

SCALE : 1/4" = 1'-0"



2 BUILDING SECTION LOOKING WEST

SCALE : 1/4" = 1'-0"

WILLIAM MURPHY
ARCHITECT, LTD.

c. 2024
410 South Michigan Avenue Suite 813
Chicago, Illinois 60605 T: 312.461.9442
WMURPHYARCH@MSN.COM

State of Illinois Professional
Design Firm Registration No.
184.006242-001

Expiration Date: 04.30.2025

William C. Murphy, Jr.

Illinois License No. 001-012908 Expiration Date: 11.30.2024

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY OR UNDER MY DIRECT
SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY CONFORM
TO THE VILLAGE OF WINNETKA BUILDING AND ZONING CODE.



PRIVATE RESIDENCE REMODEL
473 Sheridan Road
Winnetka, Illinois 60093

07.19.2024 REVISED FOR
ZONING VARIATION
APPLICATION

PROJECT NUMBER	2023.11
BOAT HOUSE - EXTERIOR ELEVATIONS & SECTIONS	
A.5.3	
SHEET NUMBER	
07.10.2024	ISSUE FOR ZONING VARIATION REVIEW



IGLD85 to NAVD88 CONVERSION = +0.53'
IGLD85 ORDINARY LAKE LEVEL = 581.5'
NAVD88 CONVERTED LAKE LEVEL = 582.03'

LOT AREA TO ORDINARY HIGH WATER MARK (OHWM): 21,242 SQ.FT.

STEEP SLOPE EXIHIBIT

1. TOPOGRAPHY PREPARED BY IG CONSULTING INC.,
300 MARQUARDT DRIVE, WHEELING, ILLINOIS, (847) 215-1133 JOB#23925

REVISIONS	
DATE	DESCRIPTION

IG CONSULTING, INC.
CONSULTING CIVIL ENGINEERS, PLANNERS & LAND SURVEYORS
300 MARQUARDT DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215-1133 FAX (847) 215-1177
1129 MAIN STREET UNION GROVE, WISCONSIN 53182 PH. (262) 878-6200 L. ig@igconsulting.net

DESIGN: K.C.L.
DRAFTING: A.W.
DATE: 07/18/24

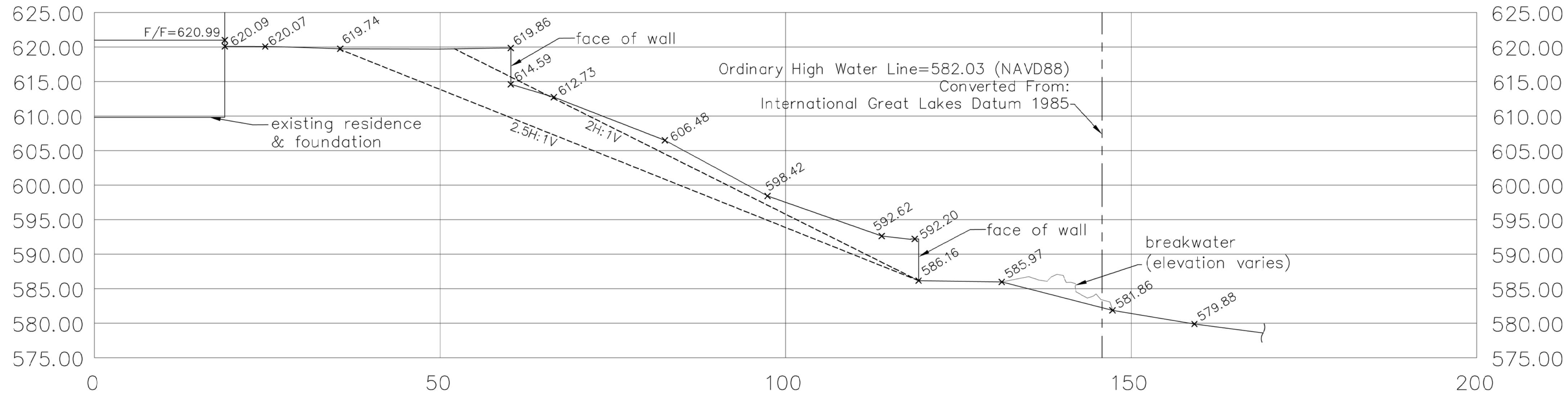
STEEP SLOPE EXHIBIT
SCALE: 1"=10'
FIRM NO. 184-001350

RESIDENCE
473 SHERIDAN ROAD
WINNETKA, ILLINOIS

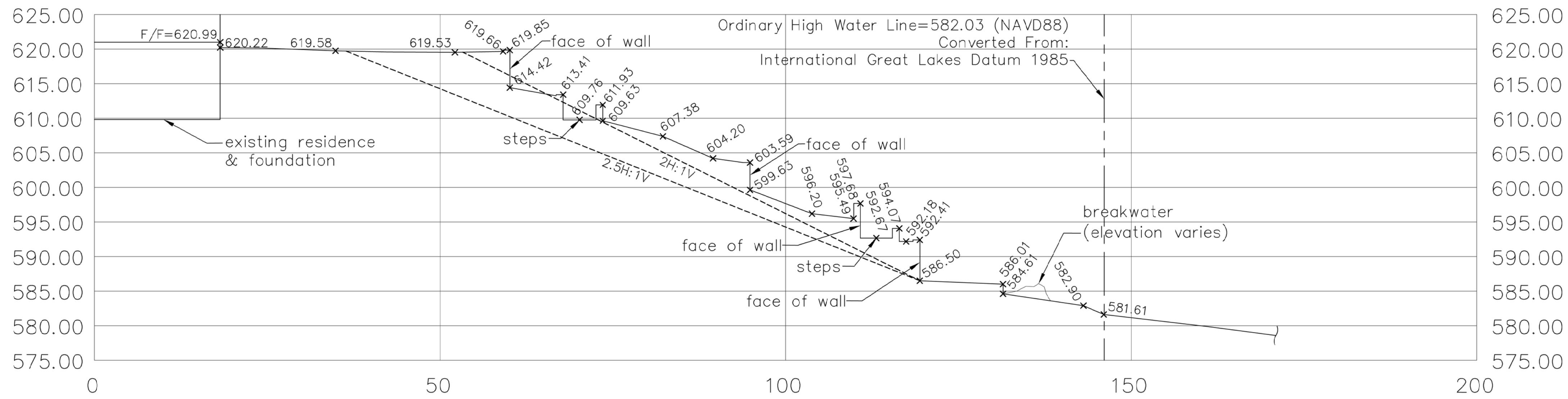
PROJECT No.
23925

1 of 3

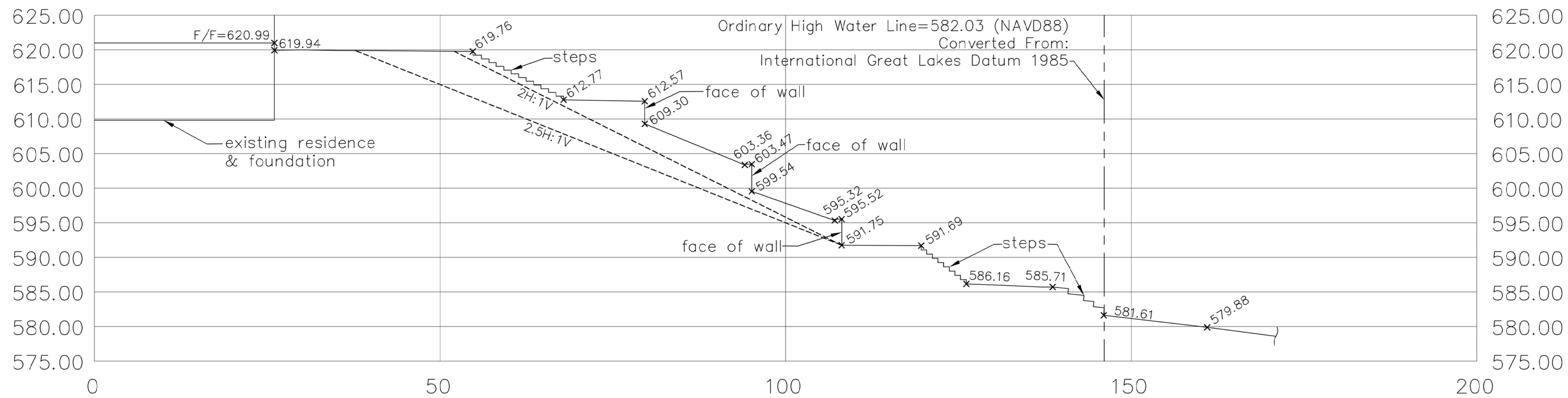
CROSS SECTION A-A SCALE: 1"=10'



CROSS SECTION B-B SCALE: 1"=10'



CROSS SECTION C-C SCALE: 1"=10'



REVISIONS	
DATE	DESCRIPTION

ig CONSULTING, INC.
CONSULTING CIVIL ENGINEERS, PLANNERS & LAND SURVEYORS
300 MARQUART DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215-1133 | FAX (847) 215-1177
1129 MAIN STREET UNION GROVE, WISCONSIN 53182 PH. (262) 878-6200 | ig@igconsulting.net

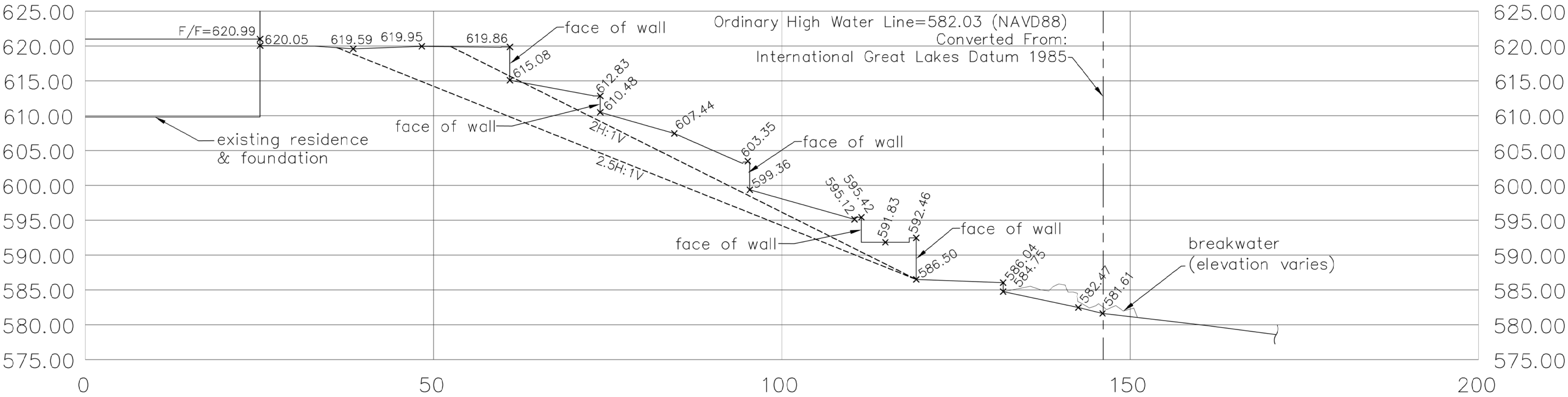
CROSS SECTIONS
DESIGN: K.C.L.
SCALE: 1"=10'
DATE: 07/18/24

RESIDENCE
473 SHERIDAN ROAD
WINNETKA, ILLINOIS

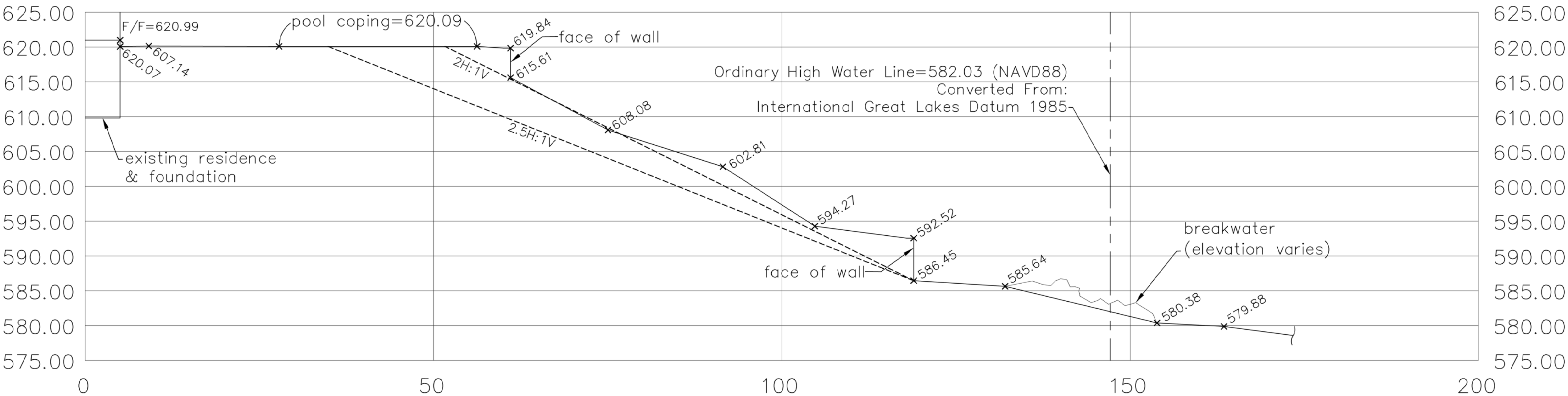
PROJECT No.
23925

2 of 3

CROSS SECTION D-D SCALE: 1"=10'



CROSS SECTION E-E SCALE: 1"=10'



REVISIONS	
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CROSS SECTIONS
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RESIDENCE
473 SHERIDAN ROAD
WINNETKA, ILLINOIS

PROJECT No.
23925

3 of 3

1 WINNETKA ZONING BOARD OF APPEALS MEETING MINUTES EXCERPT
2 AUGUST 12, 2024
3

4 **Zoning Board Members Present:** Matt Bradley, Chairman
5 Mark Haller
6 Lynn Hanley
7 Kathryn Leister
8

9 **Zoning Board Members Absent:** Kate Casale MacNally
10 Mike Nielsen
11 Todd Vender
12

13 **Village Staff:** Ann Klaassen, Assistant Director of Community
14 Development
15

16 ***
17

18 **New Cases:**

19 a. **Case No. 24-17-V2: 473 Sheridan Road:** An application seeking approval of a variation to allow
20 construction of a new single-family residence at 473 Sheridan Road. The requested variation would
21 permit the proposed residence to provide less than the minimum required front yard setback from the
22 west property line. The Village Council has final jurisdiction on this request.

23 Ms. Klaassen identified the property's location, size and zoning classification noting it is a flag lot and
24 through lot. She also noted the lot is legally nonconforming which she described in detail. Ms. Klaassen
25 stated the property is subject to the steep slope regulations recently adopted and referred to property
26 photos. She informed the Board the demolition permit application was considered by the Historic
27 Preservation Commission and approved without delay.
28

29 Ms. Klaassen identified the existing residence, which the applicant is proposing to tear down with the
30 exception of the existing attached garage. She then explained the variation being requested to construct
31 the new residence that would be attached to the existing garage. She also identified the slope transition
32 area and its limitations in terms of construction along with the proposed new home's location, and a
33 proposed pool and boat house which do not require zoning relief. Ms. Klaassen then referred to the zoning
34 matrix noting the boat house complied with zoning regulations. She stated the Village Engineering
35 Department and Coastal Engineer assisting the Village on the review of lakefront development projects
36 have confirmed the steep slope zone and slope transition area are correctly depicted and that during the
37 building permit review process the applicant should be able to demonstrate that the proposed
38 improvements can comply with the steep slope development standards. Ms. Klaassen then identified the
39 proposed north side and front building elevations. She then noted that staff received one written
40 correspondence from a neighbor which was provided to the Board via email and a hard copy is provided
41 for you this evening.
42

43 Ms. Klaassen stated that given the fact that a portion of the property is governed by the steep slope
44 regulations, the Board may also take into consideration the impacts of those regulations when considering
45 the variation request for otherwise applicable zoning regulations. She then read Section 17.82.100 of the
46 steep slope regulations into the record, which states: *"Nothing in this Chapter is intended to limit the
47 ability of an applicant from seeking a variation from the otherwise applicable zoning regulations affecting
48 the owner's property. To the extent that the regulations of this Chapter materially restrict the ability of a*

1 *property to be developed or materially increase the cost of such development, the Zoning Board of Appeals*
2 *may, as part of its recommendation, conclude that the effects of this Chapter can, in appropriate*
3 *circumstances, constitute a practical difficulty or unreasonable hardship.”* Ms. Klaassen stated following
4 the applicant’s presentation, public comment and Board discussion, the Board may wish to make a motion
5 to recommend approval or denial as indicated on page nos. 13 and 14. She then asked if there were any
6 questions.

7
8 Chairman Bradley also asked if there were any questions. Ms. Hanley asked if the garage is preexisting
9 nonconforming and would remain while requiring zoning relief. Ms. Klaassen confirmed that is correct.
10 She confirmed the applicant planned to make exterior alterations to the garage with the walls and
11 foundation to remain. Chairman Bradley questioned why the 50 foot line is set in connection with the flag
12 lot. Ms. Klaassen explained how the determination is made and referred to the plat of survey to identify
13 the “flagpole” and “flag” portions of the lot. Mr. Haller asked if the front lot line siting is how it is always
14 done for flag lots. Ms. Klaassen confirmed that is correct. No additional questions were raised at this time.

15
16 Chairman Bradley swore in those speaking to this matter. Bill Murphy, the architect, introduced himself
17 to the Board and stated the existing garage would remain and if it was removed, it would not have been
18 built in the same location. He confirmed the garage’s foundation and walls would remain with the roof
19 line lifted to match the taller home’s construction. Mr. Murphy informed the Board they initially
20 considered keeping the original home and explained the decision to demolish the home instead. He stated
21 the square footage of the new home would be similar to the square footage of the existing home.

22
23 Chairman Bradley asked if there were any questions. Mr. Haller asked if there would be a deck on top of
24 the garage. Mr. Murphy confirmed there would be an open deck on top of the new garage which would
25 be reinforced if necessary. Chairman Bradley asked Mr. Murphy to address the first standard. Mr. Murphy
26 explained the depth of the buildable area from the 50-foot front yard setback to the slope transition area.
27 He said that’s where the bluff falls off and there is nothing left for a backyard. Mr. Murphy explained that
28 the physical dimensions of this area drive the location of the home. He said the site is limited with he
29 steep slope zone and they are trying to maintain yard space for the applicant’s family. Mr. Haller asked
30 how the home’s design with the garage in the front would affect the neighbors’ enjoyment. Mr. Murphy
31 explained how the existing screen of Arbor Vitae would provide a visual buffer with the new home
32 otherwise having no impact on neighboring properties. He also described the home’s height with regard
33 to the cupola on the one-story garage. No additional questions were raised at this time.

34
35 Chairman Bradley then asked for public comment. He swore in those speaking to this matter.

36
37 Jeff Barton, 480 Oak Street, stated they have no problem with the setback. He also stated their privacy
38 would only be minimally impacted with the proposed roof deck. Mr. Barton asked if there are other
39 variances being required for the new construction. Ms. Klaassen explained the process to Mr. Barton and
40 clarified that the only variation being requested and considered by the Board is the front yard setback
41 from the west property line. Mr. Haller thanked Mr. Barton for commenting. No additional public
42 comments were made at this time.

43
44 Chairman Bradley called the matter in for discussion and asked if approval should be conditioned with
45 regard to the front yard setback demarcation line. He noted a new front yard variance is being established.
46 Ms. Klaassen provided clarification to the Board and explained that if the Board recommends approval, it
47 would be specific to the plans presented to the Board. She explained that approval does not establish a
48 reduced setback for future development or improvements on the lot. Ms. Hanley stated she would be in

1 favor of the request noting the steep slope ordinance and front yard setback limited the buildable area
2 on the otherwise large lot. She also stated for the garage to remain represented a reasonable request.
3 Ms. Leister agreed with Ms. Hanley's comments and commended the applicants for remaining within the
4 existing footprint and for them working with the neighbors. Mr. Haller agreed with the comments made
5 and referred to his comment relating to the garage deck. He stated it would also not be higher than the
6 current condition and he would be in favor of the request. Chairman Bradley stated he is also in favor of
7 the request with the standards otherwise being met and no precedent being set.

8 Chairman Bradley asked for a motion to recommend approval. A motion to recommend approval was
9 made by Ms. Hanley and seconded by Ms. Leister. A vote was taken and the motion unanimously passed,

10 4 to 0:

11 AYES: Bradley, Haller, Hanley, Leister

12 NAYS: None

13 ***
14
15

16 Respectfully submitted,

17
18 Antionette Johnson

19 Recording Secretary

ATTACHMENT 3

From: [REDACTED]
To: [Planning](#)
Subject: Public Comment to Case No, 24-17-V2
Date: Friday, August 9, 2024 12:40:31 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Regarding Case 20-27-17-V2 (subject property 473 Sheridan Road), I do not have any objections to their request for a variation related to front yard setback. However, your notice also includes a blanket statement seeking approval of “any other zoning relief necessary for approval of the proposed single-family residence”.

I am categorically against any blanket provision of zoning relief. Each individual variance to zoning requirements should be reviewed by the ZBA prior to approval and the public should be given the opportunity to comment.

Kind regards,

Jeff Barton

[REDACTED]
[REDACTED]