



Village of Winnetka

Village Council Regular Meeting

June 17, 2025 at 7:00 PM

Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. July 1, 2025 Regular Meeting Cancelled
 - b. July 8, 2025 Study Session
 - c. July 15, 2025 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. May 13, 2025 Study Session
 - ii. May 20, 2025 Regular Meeting
 - b. Approval of Warrant List Dated May 30, 2025 - June 12, 2025
 - c. Resolution No. R-49-2025: Approving a Contract with DiMeo Brothers, Inc. for Construction Services for the Elder Storm Sewer Outfall Replacement Project (Adoption)
 - d. Resolution No. R-50-2025: Approving a Contract with M.E. Simpson Co., Inc. for Leak Detection Service (Adoption)
 - e. Resolution No. R-52-2025: Approval of MFT Resolution for the Rebuild Illinois Funds - Willow Road Project (Adoption)
 - f. Resolution No. R-54-2025: Approving a Contract with Superior Road Striping for Pavement Marking Services (Adoption)
 - g. Resolution No. R-56-2025: Ratification a Grant Agreement between the State of Illinois, Illinois Law Enforcement Training and Standards Board and the Village of Winnetka for Police Department Cameras (Adoption)

NOTICE

Village Council meetings are video recorded. 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.

- h. Resolution No. R-59-2025: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 15kV Underground Cable (Adoption)

8. Ordinances and Resolutions

- a. Ordinance No. M-08-2025: Approving a Final Plat of Subdivision and Granting a Variation from the Winnetka Zoning Ordinance (557 and 561 Orchard Lane) (Introduction/ Adoption)
- b. Resolution No. R-58-2025: A Commitment to Implement Pillar 4: Sustainability and Climate Action of the Village Comprehensive Plan (Adoption)
- c. Ordinance No. M-05-2025: Authorizing the Execution of a New Power Sales Contract and a New Capacity Purchase Agreement with the Illinois Municipal Electric Agency for the Delivery Period Commencing October 1, 2035 (Adoption)

9. Old Business

10. New Business

11. Appointments

- a. Appointment of Design Review Board Member - Peter Evanich
- b. Appointment of Zoning Board of Appeals Member - Michael Ritter

12. Closed Session

13. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
May 13, 2025**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, May 13, 2025 at 7:00 PM.

- 1) Call to Order. President Dearborn called the meeting to order at 7:02 PM. Village Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Kim Handler, Scott Myers, and Bridget Orsic. Absent: None. Also present: Village Manager Robert Bahan, Deputy Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Village Attorney Courtney Willits, Water & Electric Director Nick Narhi, Assistant Water & Electric Director Sam Carrasco, Sustainability Coordinator Elyse Steiner, and approximately 49 persons in the audience.

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

2) Public Comment

- a) Ted Wynnychenko advises Council on his intent to enter the construction site at 205 Sheridan Road, as stated in the letter he sent to Council.

3) Discussion.

a) IMEA Contract Renewal Follow Up – Winnetka Future Energy Supply Considerations

The Village's current Power Sales Contract and Capacity Purchase Agreement are set to expire on September 30, 2025, and, in efforts to transition from a carbon-based portfolio to a net-zero generation portfolio, IMEA has requested contract extensions.

Water & Electric Director Nick Narhi provides a brief recap of the Village's history with IMEA, IMEA capacity credits, market indicators, power supply costs, and updates related to the IMEA members contract extensions. Additionally, Mr. Narhi advises Council on sustainability measures.

Mark Pruitt, Principal at the Power Bureau, addresses matters regarding the wholesale market basics, PJM market requirements, alternate providers, staffing expectations requirements and costs. Mr. Pruitt additionally advises Council on the Village's option to bid out its electric load, procurement, bidding constraints, bidding options, and risks.

Laith Amin, Winnetka resident and member of the Future Energy Coalition, advocates for the need to transition from coal-based energy to more sustainable and environmentally friendly alternatives. Mr. Amin advises of the contributions to pollution and harmful effects to the environment while investing into the transition of renewable energy sources is crucial for a cleaner and healthier future.

Public Comment

John Anderson addresses matters regarding energy costs, importance of greener energy and urges Council to consider various options.

Tim Berard confirms that the City of Naperville, an IMEA member, will not sign the contract extension with IMEA.

Liz Kunkle welcomes the newly elected Council members and commends the Council for their service.

Ted Wynnchenko reflects on the Village's discussions regarding energy options, energy usage, and matters related to costs.

Patrick Hanley expresses concerns related to coal usage and cost matters.

Bob Zaber expresses concern regarding the contract extension, market fluctuations, transition to green energy, and cost efficiency.

Meredith White expresses concern related to the environment as a result of the IMEA extension.

Scarlett Harper expresses concern regarding the IMEA contract extension and urges Council to reconsider alternate options.

Council discusses the PJM market, pricing, energy usage and transmission, use of power marketers, Village's flexibility on time of use rates, solar installations, and risks with opting out of the IMEA contract extension as well as risks with proceeding with various other power suppliers. Additionally, Council discusses the future of IMEA, transition of future resources, market transactions and grants.

President Dearborn states that the Council will take proactive measures to discuss community priorities regarding energy.

Council unanimously agrees to consult with the Village attorney to prepare an ordinance regarding the IMEA power sales contract and capacity purchase agreement.

- 4) Adjournment. Trustee Myers, seconded by Trustee Orsic moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:22 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
May 20, 2025**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, May 20, 2025, at 7:00 PM.

- 1) Call to Order. President Dearborn called the meeting to order at 7:00 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Kim Handler, Scott Myers, and Bridget Orsic. Absent: Trustee Tina Dalman. Also present: Deputy Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Community Development Director Scott Mangum, and approximately 20 persons in the audience.
- 2) Pledge of Allegiance. Trustee Orsic led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) June 3, 2025 Regular Meeting All of the Council members present said they expect to attend.
 - b) June 10, 2025 Study Session All of the Council members present said they expect to attend.
 - c) June 17, 2025 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment:
 - a) Ted Wynnichenko addresses matters related to trespassing along the lakefront and the designation of 480 Oak Street as a landmark property. Village Attorney Peter Friedman states that there is a signed settlement agreement to which Mr. Wynnichenko has agreed to not enter the fenced area at 205 Sherida Road. Violations of the settlement agreement may result in possible legal consequences.
 - b) King Poor urges Council to further consider utilizing the expertise of those in the energy sector prior to approving the IMEA power sales contract.
 - c) David Mulligan urges Council to consider alternative options regarding the IMEA power sales contract.
 - d) Rockey Flinterman provides Council an overview of the Farmer's Market, noting its diverse vendors and live music entertainment.
 - e) Katie Scallion, member of the Winnetka Future Energy Coalition, urges Council to consider alternative energy providers and to collaborate with the Future Energy Coalition group.
 - f) Tom Barron urges Council to consider alternate options given market fluctuations and clean energy transitions.
 - g) Bruno Abate expresses support for unamplified music on Chestnut Court.

5) Reports:

- a) Trustees. No report.
- b) Attorney. No report.
- c) Manager. No report.
- d) Village President. No report.

6) Establishment of the Consent Agenda.

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

7) Approval of the Consent Agenda

- a) Approval of Village Council Minutes
 - i. April 15, 2025 Regular Meeting
- b) Approval of Warrant List Dated May 2, 2025 – May 15, 2025, in the amount of \$2,049,273.83.
- c) Ordinance No. M-03-2025: Designating 480 Oak Street as a Landmark (Introduction/Adoption)
- d) Resolution No. R-45-2025: Approving an Intergovernmental Agreement for Participation in the Illinois Public Works Mutual Aid Network (Adoption)
- e) Resolution No. R-48-2025: Approving a Contract with Northern Divers USA, Inc. for Raw Water Intake Maintenance (Adoption)

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

8) Ordinances and Resolutions.

- a) Ordinance No. M-04-2025: Approving a Final Plat of Subdivision and Granting a Special Use Permit and Variation from the Winnetka Subdivision Code (473 and 499 Sheridan Road) (Introduction/ Adoption)

Community Development Director Scott Mangum advises Council of a request by an applicant seeking to demolish the existing residences on the two existing lots, consolidate the lots, and construct a new single-family residence, a boat house, pool, and pergola.

Mr. Mangum provides information related to zoning, topography, consolidation of lots, matters related to special use, subdivision variation, and pre-existing zoning nonconformities.

Council discusses matters related to steep slope and commend the applicant for working with the zoning ordinance.

Trustee Handler, seconded by Trustee Orsic, moved to waive introduction of Ordinance No. M-04-2025. By voice vote, the motion carried unanimously.

Trustee Apatoff, seconded by Trustee Myers, moved to adopt Ordinance No. M-04-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Handler, Myers, and Orsic. Nays: None. Absent: Trustee Dalman

- b) Resolution No. R-46-2025: Granting an Amendment to a Special Use Permit, a Variation, and a Certificate of Appropriateness for the Construction of a Playground and Improvements within the R-4 Single Family Residential District (1112 Willow Road) (Public Hearing)

A public hearing was advertised for tonight's meeting regarding an amendment to a special use permit, a variation, and a certificate of appropriateness for the construction of a playground and improvements within the R-4 single family residential district.

President Dearborn administers the oath for members of the public providing public comment or a testimony

The public hearing opened at 7:40pm

Community Development Director Scott Mangum advises Council of proposed playground and landscaping improvements at Crow Island Elementary School.

Mr. Mangum provides information regarding zoning and an approved variation in conjunction with the Village's stormwater improvements, and information regarding the proposed playground, landscaping, and play equipment.

Council discusses proposed play equipment specifications and zoning matters.

No public comment.

The public hearing closed at 7:47pm

Trustee Albinson, seconded by Trustee Handler, moved to adopt Resolution No. R-46-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Handler, Myers, and Orsic. Nays: None. Absent: Trustee Dalman.

- c) Resolution No. R-47-2025: Granting a Certificate of Appropriateness for Exterior Building Alterations at 510 Winnetka Avenue (Adoption)

Community Development Director Scott Mangum states that the applicant is seeking approval for exterior building alterations at Oberweis Dairy Ice Cream store, located at 510 Winnetka Avenue, including changes to the existing doors and windows, updating existing sconce lighting, refurbishing existing awning frames, and installing new signage.

Mr. Mangum provides information regarding the existing store frontage, proposed building elevations, proposed awnings, wall signage, and exterior alterations.

Council discuss matters related to the Village Code and design guidelines, public comment, store services and proposed awning improvements.

Jennifer Peterson, Vice President of Marketing and Sales, addresses Council regarding business operations.

Jenn Epstein, Senior Property Manager at Hoffman Commercial Real Estate, addresses Council regarding parking.

Trustee Orsic, seconded by Trustee Handler, moved to adopt Resolution No. R-47-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Handler, Myers, and Orsic. Nays: None. Absent: Trustee Dalman.

- 9) Old Business. None.

- 10) New Business. None.

11) Appointments:

- a) Appoint Chris Baggett to a full term on the Design Review Board (Chris is filling a current vacancy)– his term will expire on May 1, 2030.
- b) Appoint Wes Barker to the Design Review Board – (Wes is replacing Paul Konstant) his term will expire on May 1, 2027.
- c) Re-appoint Heather Niehoff to a full term on the Design Review Board – her term will expire on May 1, 2030.
- d) Appoint King Poor to a full term on the Environmental & Forestry Commission (King is replacing Patrick Hanley)– his term will expire on May 1, 2028.
- e) Re-appoint Liz Kunkle to a full term on the Environmental & Forestry Commission – her term will expire on May 1, 2027.
- f) Re-appoint David Varca to a full term on the Environmental & Forestry Commission – his term will expire on May 1, 2027.
- g) Re-appoint Jack Coladarci as Chairperson on the Historic Preservation Commission – his term will expire on May 1, 2027.
- h) Appoint Patti Van Cleave to a full term on the Historic Preservation Commission (Patti is filling a current vacancy) – her term will expire on May 1, 2028.
- i) Appoint Anna Wisniewski to a full term on the Historic Preservation Commission – (Anna is filling a current vacancy) her term will expire on May 1, 2028.
- j) Re-appoint Christopher Enck to a full term on the Historic Preservation Commission – his term will expire on May 1, 2027.
- k) Re-appoint Beth Ann Papoutis to a full term on the Historic Preservation Commission – her term will expire on May 1, 2027.
- l) Re-appoint Joe Stuart to a full term on the Historic Preservation Commission – his term will expire on May 1, 2026.
- m) Re-appoint Paul Weaver to a full term on the Historic Preservation Commission – his term will expire on May 1, 2026.
- n) Re-appoint Fuad Khadder to a full term on the Police Pension Board – his term will expire on May 1, 2026.
- o) Re-appoint Matthew Bradley as Chairperson of the Zoning Board of Appeals – his term will expire on May 1, 2029.
- p) Re-appoint Lynn Hanley to a full term on the Zoning Board of Appeals – her term will expire on May 1, 2027.
- q) Re-appoint Mike Nielsen to a full term on the Zoning Board of Appeals – his term will expire on May 1, 2030.

Trustee Orsic seconded by Trustee Albinson, moved to appoint, and re-appoint, the said chairpersons, commissioners, members, and trustee to their respective boards as set forth by appointments a – q, by omnibus vote.

12) Closed Session: None.

- 13) Adjournment. Trustee Apatoff, seconded by Trustee Albinson moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:08 pm.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated May 30, 2025 - June 12, 2025

PRESENTER: Robert M. Bahan

AGENDA DATE: June 17, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

The Warrant List Dated May 30, 2025 - June 12, 2025

RECOMMENDATION:

Consider Approving the Warrant List Dated May 30, 2025 - June 12, 2025

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-49-2025: Approving a Contract with DiMeo Brothers, Inc. for Construction Services for the Elder Storm Sewer Outfall Replacement Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: June 17, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village currently owns and operates a 54-inch diameter storm sewer outfall located beneath the concrete pier at Elder Beach. This sewer was installed by the Park District when the pier was constructed in 1946. Ownership of the 54-inch sewer was then conveyed to the Village after construction was completed.

EXECUTIVE SUMMARY:

The Village currently owns and operates a 54-inch diameter storm sewer outfall located beneath the concrete pier at Elder Beach. This sewer was installed for the Village by the Park District when the pier was constructed in 1946 and has experienced deterioration, requiring portions of the sewer to be replaced. The Village was recently made aware of this deterioration by the Winnetka Park District as they advanced plans to perform rehabilitation work at Elder Park.

To correct this emergency repair, on May 8, 2025 the Village posted a request for proposals for the replacement of approximately 65 feet of 54-inch diameter storm sewer outfall. A mandatory pre-bid meeting was held on May 16, 2025, and the bids were opened on May 27, 2025. Three sealed bids were opened and read aloud. All bids were reviewed for completeness and accuracy and are summarized below. The detailed bid tabulation is attached as Exhibit A.



Bid Summary

<u>Contractor</u>	<u>Bid Proposal</u>
Northern Divers USA	\$112,850
DiMeo Brothers, Inc.	\$119,000
Alliance Contractors, Inc	\$1,368,050

Bid Review

The apparent low bidder was Northern Divers USA. However, it was determined from review of their submitted bid that they failed to acknowledge the addendum posted for the project, and their bid calculations were inaccurate. Staff reached out to Northern Divers, but their response did not clarify their bid items and their bid was determined to be nonresponsive. Therefore, Staff recommends awarding the project to the second low bidder, DiMeo Brothers, Inc. in the amount of \$119,000. The Village has worked with DiMeo Brothers on other large stormwater improvement projects, such as the North of Willow Stormwater Project, completed in 2023, and the Crow Island Storage and Conveyance Project, completed in 2025. The Engineering Department believes DiMeo Brothers, Inc. can perform this work and will meet the requirements of the Village. DiMeo Brothers has also indicated they are able to mobilize once the construction schedule is finalized with the Park District.

The Engineering Department has been in direct and frequent communication with the Park District staff regarding the scope of work, bid results, and construction coordination of other proposed Park District improvements. The Village will continue to work closely with the Park District on the storm sewer repair activities and collaborate with the construction sequencing and removal of the end section of the existing pier.

The Park District is anticipated to receive and open bids on their proposed scope of work on Tuesday, June 17th. Thereafter, Village and Park District staff will coordinate on the timing and sequence of the proposed work in a timely manner.

Source of Funds

This is an unbudgeted expense, and the emergency work is proposed to be paid for from the Stormwater Sewer Fund, Stormwater Sewers account (580.75.01-675). The Finance Department has confirmed that this account has the capacity to absorb this cost.

RECOMMENDATION:

Consider adopting Resolution No. R-42-2025 and approving a contract for the Elder Storm Sewer Outfall Replacement Project with DiMeo Brothers, Inc., in the amount of \$119,000.

ATTACHMENTS:

1. Resolution No. R-49-2025: Approving Contract with DiMeo Brothers, Inc. for Construction Services for the Elder Storm Sewer Outfall Replacement Project

RESOLUTION NO. R-49-2025

**A RESOLUTION APPROVING A CONTRACT WITH
DI MEO BROTHERS, INC. FOR CONSTRUCTION SERVICES FOR
THE ELDER STORM SEWER OUTFALL 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 owns and operates a 54-inch diameter storm sewer outfall located beneath the concrete pier at Elder Beach ("**Storm Sewer**"); and

WHEREAS, Village staff has determined that portions of the Storm Sewer have deteriorated and need to be replaced; and

WHEREAS, the Village desires to retain a firm to replace approximately 65 feet of the Storm Sewer ("**Services**"); and

WHEREAS, the Village issued Request for Bids No. 025-012 for the provision of the Services; and

WHEREAS, the Village received three bids to provide the Services ("**Bids**") and opened the Bids on May 27, 2025; and

WHEREAS, the bid received with the lowest in price was not responsive because the bid did not include various requirements and specifications as provided in the Request for Bids; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code, the Village purchasing manual, and the Village's home rule authority, the Village Council has determined that Di Meo Brothers, Inc. of Elk Grove, Illinois ("**Contractor**") is the lowest responsible bidder to provide the Services; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the provision of the Services from Contractor in an amount not to exceed \$119,000 ("**Contract**"); and

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

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

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

June 17, 2025

R-49-2025

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in substantially the form attached as **Exhibit A**, and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract 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 17th day of June, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

June 17, 2025

R-49-2025

Bids Received: May 27, 2025 at 10 A.M.

STRAND ASSOCIATES, INC.
 IDFP No. 184-001273
 1170 Houbolt Road
 Joliet, IL 60435

VILLAGE OF WINNETKA
 WINNETKA, ILLINOIS
 ELDER STORM SEWER OUTFALL REPLACEMENT
 RFB 025-012

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Bid
Northern Divers USA 104040 Fox Bluff Lane Spring Grove, IL 60081	10%	No	\$ 112,850.00
DiMeo Brothers, Inc. 720 Richard Lane Elk Grove, IL 60007	10%	Yes	\$ 119,000.00
Alliance Contractors, Inc. 1166 Lake Avenue Woodstock, IL 60098	10%	Yes	\$ 1,368,050.00

Bids Received: May 27, 2025 at 10 A.M.

STRAND ASSOCIATES, INC.
IDFPR No. 184-001273
1170 Houbolt Road
Joliet, IL 60435

VILLAGE OF WINNETKA
WINNETKA, ILLINOIS
ELDER STORM SEWER OUTFALL REPLACEMENT
RFB 025-012

BID TABULATION BREAKDOWN

				Northern Divers USA 104040 Fox Bluff Lane Spring Grove, IL 60081		DiMeo Brothers, Inc. 720 Richard Lane Elk Grove, IL 60007		Alliance Contractors, Inc. 1166 Lake Avenue Woodstock, IL 60098	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization	1	EA	\$ 35,000.00	\$ 25,000.00	\$ 60,000.00	\$ 60,000.00	\$ 602,400.00	\$ 602,400.00
2.	Removal and Disposal of Existing Corrugated Iron Pipe	1	LS	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 602,400.00	\$ 602,400.00
3.	Corrugated Steel Pipe, 54-IN Diameter	65	LF	\$ 25,000.00	\$ 25,000.00	\$ 600.00	\$ 39,000.00	\$ 2,475.00	\$ 160,875.00
4.	New Wood Pipe Saddle	5	EA	\$ -	\$ -	\$ 1,000.00	\$ 5,000.00	\$ 100.00	\$ 500.00
5.	Anchor Pipe to Concrete Piling	5	EA	\$ 10,950.00	\$ 32,850.00	\$ 1,000.00	\$ 5,000.00	\$ 375.00	\$ 1,875.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 5					\$ 92,850.00		\$ 119,000.00		\$ 1,368,050.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 5					\$ 112,850.00		\$ 119,000.00		\$ 1,368,050.00

 CONTRACTOR's Bid as Submitted



Agenda Item Executive Summary

TITLE: Resolution No. R-50-2025: Approving a Contract with M.E. Simpson Co., Inc. for Leak Detection Service (Adoption)

PRESENTER: Nicholas Narhi, Sam Carrasco

AGENDA DATE: June 17, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The 2025 Water Fund includes \$25,040 for leak detection and surveying. This professional service surveys 72 miles of water mains and approximately 4,500 services, located throughout the Village and in unincorporated Cook County. This survey, conducted annually, allows W&E staff to minimize emergency water main repairs by locating leaks in the distribution system, via acoustic detection. Annual leak detection surveys are considered essential in water conservation and for reducing non-revenue water loss.

The W&E Department has participated in the Municipal Partnering Initiative (MPI) Program for a Leak Detection Survey. The MPI is a working group of Chicagoland suburban municipalities which have been working together on group bids since the fall of 2010. Combining multiple municipal bids allows for lower pricing through greater quantities. The Village of Arlington Heights led the bid, developing specifications, and seeking qualified contractors.

On March 24, 2025, Arlington Heights opened MPI bids for Leak Detection. M.E. Simpson Co. Inc was the only bidder, with a bid price of \$285 / mile of water main. Winnetka intended to be on the MPI bid but was left off by mistake. This contractor was also the only bidder on the MPI bid that the Village of Lombard solicited, with the same proposed pricing. M.E. Simpson Co. Inc has agreed to honor their MPI bid pricing for the Village of Winnetka.

M.E. Simpson Co., Inc. is a highly respected service provider in the water industry and has performed multiple leak detection survey projects for surrounding communities. The proposal submitted meets the requirements set forth in the scope with regard to reporting and GPS locating of leaks found.

The FY2025 budget has \$25,040.00 in funds for these services available in Account No. 520.62.41-567. The contract with ME Simpson is only projected to cost \$20,520 for this budget year. Funding for years two and three of the contract will be earmarked in future budgets.

RECOMMENDATION:

Consider adoption of Resolution No. R-50-2025, Awarding a Multi-Year Contract for Leak Detection to M.E. Simpson Co. Inc.

ATTACHMENTS:

1. Resolution No. R-50-2025: Approving a Contract with M.E. Simpson Co., Inc. for Leak Detection Service

RESOLUTION NO. R-50-2025

**A RESOLUTION APPROVING A CONTRACT WITH
M.E. SIMPSON CO., INC. FOR LEAK DETECTION SERVICES**

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

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village has appropriated funds for leak detection surveying services for the Village’s water mains (***“Work”***); and

WHEREAS, the Municipal Partnering Initiative (***“MPI”***) Village of Arlington Heights (Lead Agency), the Village of Glenview, the Village of Northfield, the Village of Northbrook, the City of Lake Forest, and the City of Highland Park (collectively, the ***“Municipalities”***) jointly requested bids for performance of the Work within each Municipalities’ respective corporate boundaries; and

WHEREAS, the Municipalities received one bid for the Work, opened the bid on March 24, 2025, and determined that M.E. Simpson Co., Inc. (***“Contractor”***) was the lowest responsive and responsible bidder for the Work; and

WHEREAS, although the Village was not initially included in the group of Municipalities that went out for bid, the Village contacted the Contractor regarding the Work, and the Contractor agreed to honor the prices proposed in the MPI bid; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that the Contractor is the lowest responsive and responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a three-year contract with Contractor for the performance of the Work within the Village’s corporate boundaries (***“Contract”***); and

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

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

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

June 17, 2025

R-50-2025

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

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

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

ADOPTED this 17th day of June 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

EXHIBIT A

**VILLAGE OF ARLINGTON HEIGHTS
FINANCE DEPARTMENT, PURCHASING DIVISION
33 S. ARLINGTON HEIGHTS ROAD**

BID SPECIFICATIONS AND CONTRACT DOCUMENTS

Water System Leak Detection and Survey Services

Required for Use by: Village of Arlington Heights- Public Works

Bid Deposit: 10% of bid

Performance Bond: 100% of bid

Pre-Bid Meeting: N/A

Date and Time Bids Due: Monday March 24, 2025 at 10:00 am

Date and Time of Bid Opening: Monday March 24, 2025 at 10:00 am

Project Contact: Scott Schweda 847-368-5800

Purchasing Coordinator: Lisa Subrin, lsubrin@vah.com, 847-368-5509

In the event bidder cannot submit a bid on the requirements as set forth in the bid documents, he or she should return the bid documents with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the Village's qualified bidder's list, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities.

BID NOTICE

EXHIBIT A
Water System Leak Detection and Survey Services

Request for Bid: Water System Leak Detection and Survey Services for the Municipalities of Arlington Heights, Glenview, Highland Park, Lake Forest, Northbrook, and Northfield/

Sealed proposals will be received by the Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, Illinois, until 10:00 am local time on March 24, 2025, at which time they will be publicly opened and read.

Scope of work includes: performing leak detection services as identified in specifications for the Municipalities of Arlington Heights, Glenview, Highland Park, Lake Forest, Northbrook, and Northfield.

All proposals or bids offered must be accompanied by a bid security in the amount of 10% of the total bid in the form of a certified check, bid bond or cashier's check made payable to the Village of Arlington Heights. No bids shall be considered unless accompanied by such security.

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Municipalities.

Bidders shall comply with the Prevailing Wage Rate Act (820 ILCS 130). Bidders will also be required to comply with the applicable equal employment opportunity provisions.

The Village of Arlington Heights reserves the right to reject any or all proposals, to waive informalities in bidding and to accept the proposal deemed by the Board of Trustees to be the most favorable to the interests of the Village.

Specifications/bid documents may be obtained by contacting Lisa Subrin, Purchasing Coordinator, by email at lsubrin@vah.com

For a list of our current bids, visit our website at www.vah.com.

EXHIBIT A

VILLAGE OF ARLINGTON HEIGHTS GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS PUBLIC IMPROVEMENT/SERVICES

THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND SERVICES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION TO BID, PURCHASE ORDER, OR CONTRACT ISSUED BY THE VILLAGE OF ARLINGTON HEIGHTS ("VILLAGE"), UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND WILL NOT SECURE RELIEF ON THE PLEA OF ERROR.

1.01 PREPARATION OF PROPOSALS:

The bidder shall submit their sealed bid proposal on the proposal forms provided. The proposal shall be executed properly and all writing shall be ink or typewritten, except the signature of the bidder which shall be written in ink. The bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the proposal forms.

Bidders are requested to submit their bids directly to the owner in a properly sealed envelope. If the bidder is a corporation, the legal name of the corporation, the state of incorporation and the business address shall be set forth together with signature of the officer or officers authorized to sign contracts on behalf of the corporation and attested by the secretary of the corporation. The corporate seal shall also be affixed. If the bidder is partnership, the true name and seals shall also be affixed. If the bidder is a partnership the true name and address of the firm shall be set forth together with the signatures of authorized partners. If the bidder is an individual, the signature and address shall be inscribed. If the signature is by an agent other than an officer of the corporation or member of the partnership, a power of attorney must be submitted with the bid, otherwise, the bid may be regarded as irregular. All names must be printed below the signature.

1.02 BID SECURITY:

No bid will be considered unless accompanied by a bid security as defined in the Invitation to Bid as a guarantee that if the bid is accepted the bidder will execute the agreement and file bonds and insurance's required by the contract documents. Bid securities shall be made payment to the Village of Arlington Heights. In the event that the bidder fails to furnish the required bonds and insurance within ten (10) calendar days after notice of acceptance of the bid by the Village, then the bid deposit of the bidder shall be retained by the Village as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said Village will sustain due to the bidder's failure to furnish said bond.

1.03 BID SUBMITTAL:

Each bid properly signed together with the bid security and all documents bound herewith shall be enclosed in a sealed addressed and entitled envelope as specified in the Invitation for Bids and delivered to the office designated in the Invitation for Bids. If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Bid Enclosed" on the face of it.

1.04 WITHDRAWAL OF BID:

No bid shall be withdrawn after the opening of any bid without the consent of the Village. Any bid may be withdrawn at any time prior to the hour fixed in the Invitation for Bids for the opening of bids provided that a request in writing executed by the bidder or duly authorized representative for the withdrawal of such bid is filed with the owner prior to the time specified for the opening of bids.

EXHIBIT A

1.05 AWARDING THE BID:

The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the Village Board to be in the best interest of the Village, who complies with all the provisions of the invitation to bid. The Village reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom an investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications will be considered by the Village:

- (a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;

Except as otherwise provided by law, the Village Mayor and Board of Trustees reserves the right to reject any or all bids and to waive any informality in the bids received.

2.00 WORK COVERED BY CONTRACT DOCUMENTS:

The work comprises the completed Public Improvement/Services required by the contract documents and includes all labor necessary to produce such Public Improvement/Services and all materials and equipment incorporated or to be incorporated in such Public Improvement/Service.

3.00 AWARD:

The decision of the Village to accept the proposal of a responsible bidder for the work, subject to the execution and approval of the contract and contract bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

3.01 BIDDER:

Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

3.02 BID PROPOSAL SECURITY (PROPOSAL GUARANTEE):

The security furnished with the bid to guarantee that the bidder will enter into the contract for the work.

3.03 CONTRACT /AGREEMENT:

The contract represents the entire and integrated agreement between the Village and contractor and supersedes all prior negotiations, representations or agreements either written or oral. The

EXHIBIT A

contract may be amended, or modified in writing signed by both parties.

3.04 CONTRACT BOND:

The form of security approved by the Village and furnished by the contractor and a surety as a guarantee of good faith and ability on the part of the contractor to execute the work in accordance with the terms of the contract.

3.05 CONTRACT DOCUMENTS:

The Village/contractor agreement, the conditions of the contract (general), supplementary or special and other conditions), the plans, specifications, addenda and all modifications (written amendments, change orders, written interpretations or other written orders), and the contract bond when required.

3.06 CONTRACTOR:

The contractor is the person or entity identified in the Village-contractor agreement and is referred to throughout the contract documents as if singular in number. The term contractor means the contractor or an authorized representative.

3.07 CORPORATION:

A corporate body authorized or licensed to do business in Illinois.

3.08 ENGINEER:

When the word "Engineer" appears in the specifications it shall mean the Village Engineer of the Village of Arlington Heights, Illinois or those designated by the Village Engineer.

3.09 OBSERVER:

The Village's authorized representative assigned to observe any or all portions of the work and materials being used for the project.

3.10 OWNER/VILLAGE:

When the word "Owner" or "Village" appears in the specifications they shall mean the Village of Arlington Heights, Illinois, a municipal corporation of the State of Illinois, 33 South Arlington Heights Road, Arlington Heights, Illinois 60005.

3.11 PLANS:

All official drawings or reproductions of drawings pertaining to the work provided for in the contract.

3.12 PROJECT MANUAL:

The booklet (manual) which includes the bidding requirements, conditions of the contract, the proposal, specifications.

3.13 BID PROPOSAL:

The written offer of the bidder to perform the work proposed and presented to the Village.

3.14 SPECIAL CONDITIONS:

Special conditions when included in these contract documents shall supplement the general conditions, the attached specifications and the plans on particular portions of the project. They shall govern the contract documents wherever they conflict therewith; but shall not operate to annul those portions of the contract documents with which they are not in conflict.

3.15 SPECIFICATIONS:

The body of descriptions, conditions and requirements contained in the contract, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the work, the quantities, or the quality of materials to be furnished under the contract.

EXHIBIT A

3.16 SURETY:

The corporate body, acceptable to the Village, bound with and for the contractor to insure the contractor's performance of the contract and for payment of all obligations pertaining to the work.

3.17 MISCELLANEOUS DEFINITIONS:

- (a) "Shall" means mandatory.
- (b) "As Required" means as prescribed by the contract documents.
- (c) "As Necessary" means essential to the completion of the work.
- (d) "Or Equal" means a substitute meeting the exact specification of those items so stated on the drawings, details, and/or the specifications and approved by the Village before bids are submitted.

4.00 CONTRACT DOCUMENTS

4.01 OWNERSHIP OF PLANS AND SPECIFICATIONS:

All plans and specifications and copies thereof furnished by the Village are Village property. They are not to be used on other work and with the exception of one complete set, are to be returned to the Village on request, at the completion of the contract work.

4.02 EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE OF PROPOSED WORK:

The bidder shall, before submitting a bid, carefully examine the contract, including the proposal, specifications, general and special conditions. The bidder shall inspect the site of the proposed work and become familiar with all the local conditions affecting the contract and the detailed requirements of the public improvement/service. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to comply with these instructions. The Village will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

4.03 INTENTION OF CONTRACT DOCUMENTS:

The contract documents are complementary; what is called for by one is as binding as if called for by all. The contractor shall bring any conflict, errors, or discrepancies in the contract documents to the attention of the Village in writing before proceeding with the work affected.

4.04 BID PROPOSAL SECURITY (PROPOSAL GUARANTEE):

Each proposal shall be accompanied by a bid proposal security (see invitation or instructions to bidders). A bid proposal security shall be a properly certified check, bank draft, bank cashier's check or bid bond for the amount of 10% of the total bid, made payable to the Village or Arlington Heights. The proposal guarantee will be returned within five (5) working days after the bid opening date to all but the successful bidder, and one alternate bidder to be designated by the Village. The proposal guarantee of the successful bidder and the alternate bidder will be returned as soon as the contract bond, insurance policies and certificates are in proper order, delivered to the Village and the contract has been fully executed by the bidder to whom the contract is awarded.

4.05 BONDING REQUIREMENTS:

(a) Performance and Payment Bond. The Contractor will provide both a Performance and Payment Bond each for 100% of the contract price with a minimum "A" rating as defined in Best's Key Rating Guide and be conditioned on the faithful performance of the requirements of the contract, and will have as surety a corporate surety authorized to act as such in Illinois and that the Contractor will be responsible for all claims for injuries to persons or damages to

EXHIBIT A

property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying them with labor or materials in the prosecution of the work provided for in the Contract; and will guarantee to indemnify and hold harmless the Village and its officers and employees for all costs, damages and expenses arising out of or by reason of the contractor's failure to comply and perform the work and to complete the contract in accordance with the specifications.

(b) Failure on the part of the contractor to obtain and deliver a Surety, Performance, and Payment Bonds, acceptable to the Village, within fifteen (15) calendar days from the date of Notice of Award of contract will be considered just cause for the annulment of the Award and the forfeiture of the bid proposal security to the Village.

4.06 CONFLICTS:

Where conflict exists within or between parts of the contract documents and applicable standards, codes or ordinances, the more stringent or higher quality requirements shall apply. Large scale drawings take precedence over smaller scaled drawings, figured dimensions on the drawings over scaled dimensions, and noted materials over graphic representations.

4.07 BID PROPOSAL:

The bidder shall submit a sealed bid proposal on the attached proposal forms. The proposal shall be executed properly and all writing shall be in ink or typewritten, except the signatures of the bidder which shall be written in ink. Proposals that contain omissions, erasures, alterations, irregularities of any kind, or not accompanied by the proper proposal guaranty shall be rejected. However, the Village reserves the right to reject or accept any and all proposals and to waive technical error as may be deemed in the best interest of the Village.

4.08 LATE BIDS:

Late bids shall not be considered and will be returned unopened.

5.00 PROPOSAL FORM

5.01 UNIT PRICE BID PROPOSAL FORM

(a) Bidders will be furnished with a unit price bid proposal form, attached to the project manual, stating the items of work contemplated and the approximate estimated quantities. It is the result of careful calculations and is believed to be correct, but it is given only as a basis for comparison of proposals and the award of the contract. The Village does not expressly or by implication agree that the actual quantities involved will correspond exactly with the estimated quantities. The bidder shall verify these quantities before bidding.

(b) Payment will be based on the actual quantities of work performed in accordance with the contract, as the contract unit prices specify. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The Village reserves the right to omit any item entirely, or to increase or decrease any or all items.

5.02 LUMP SUM BID PROPOSAL FORM:

Bidders will be furnished with a lump sum bid proposal form, attached to the project manual, for the work to be performed.

6.00 LAWS, PERMITS AND REGULATIONS

(a) The contractor shall at all times comply with all federal, state and local laws, regulations, and ordinances. Any complaint, claim or action brought against the contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the contractor and

EXHIBIT A

shall in no way extend to or expose the Village to liability. The contractor shall indemnify and hold harmless the Village from any and all such complaints, claims or actions. In addition, the contractor agrees to comply with all applicable statutes regarding prevailing wage laws.

(b) Unless otherwise provided in the contract documents, the contractor shall secure and pay for the construction permit and all other permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the work.

(c) If the contractor performs any work knowing it violates any laws, ordinances, rules and regulations, the contractor shall assume full responsibility and shall bear all attributable costs.

(d) All work done under the contract shall be done to the satisfaction of the Village. The Village will determine the amount of completed work which is to be paid for under the contract. The Village will decide all questions that may arise regarding the measurements of quantities and fulfillment of this contract, and will determine all questions concerning the true intent or meaning of the plans and specifications. This determination and decision will be final.

(e) The contractor and all subcontractors shall be licensed with the Village of Arlington Heights and the State of Illinois where applicable and shall provide indemnity bonds required by the Village Code.

6.01 EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT

(a) Whenever there is a period of excessive unemployment in Illinois which is defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured in the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the contractor shall employ only Illinois laborers. "Illinois laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

(b) Other laborers may be used when Illinois laborers, as defined herein, are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the Village. The contractor may replace no more than three (3) regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during periods of excessive unemployment.

(c) This provision applies to all labor whether skilled, semi-skilled, whether manual or non-manual.

6.02 EMPLOYMENT PREFERENCE:

The contractor shall comply with "AN ACT to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State or its political subdivisions, passed by the 59th General Assembly and approved on June 12, 1935, "(330 ILCS 55/1)".

6.03 ILLINOIS HUMAN RIGHTS ACT:

The contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1.101, et seq including, but not limited to establishment of sexual harassment policies and program.

6.04 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract the contractor agrees as follows:

(a) That it will not discriminate against any employee or applicant for employment because of

EXHIBIT A

race, color, religion, sex national origin or ancestry and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(b) That if it hires additional employees in order to perform this contract or any portion hereof it will determine the availability (in accordance with the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) That in all solicitations or advertisements for employees placed by it or on its behalf it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

(d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(e) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public contracts. Furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(g) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts. So that such provision will be binding upon every such subcontractor and that it will also include the provisions of paragraphs 1, 5, 6 and 7. In every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract. The contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors: and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(h) The Village of Arlington Heights does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in its programs and activities.

6.05 THE AMERICANS WITH DISABILITIES ACT:
(42 USC 121-1 et seq.) and its accompanying regulations (28 CFR 35.130) prohibit

EXHIBIT A

discrimination against qualified individuals with disabilities by a local government, whether directly or through contractual arrangements, in the provision of any benefit, service, program or activity of the public entity. As a condition of receiving this contract, the contractor certifies by signing the bid proposal form, that any services, programs and activities provided under this contract are now and will continue to be in compliance with the Americans with Disabilities Act.

7.00 CONTRACTOR

7.01 COMPETENCY OF CONTRACTOR:

The contractor shall, when requested by owner, furnish signed statements, showing responsibility, financial ability, experience, amount and condition of equipment and the value of all uncompleted work under contract.

7.02 SUPERINTENDENT OR FOREMAN:

The contractor shall supervise and direct the work efficiently, and with the contractor's best skill and attention. The contractor shall be solely responsible for the negligence of others in the means, method, techniques, sequence or procedure of Public Improvement / Services which is indicated in and required by the contract documents. Contractor shall be responsible to see that the finished work complies accurately with the contract documents.

7.03 WORKMANSHIP:

The contractor shall be responsible for high quality workmanship on all items of work.

7.04 RESPONSIBILITY:

The contractor and subcontractor shall be responsible for maintaining of safe equipment and using proper methods and procedures. The Village reserves the right to ascertain and to require that the contractor's work and the subcontractor's work complies with the contract.

7.05 HOLD HARMLESS AND INDEMNIFICATION:

To the fullest extent permitted by law, the contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless the Village, it's officers, employees, servants, and agents, from and against all claims, actions, suits, judgments, costs, losses, expenses including but not limited to fees and charges of attorneys, engineers and architects, court and arbitration costs, and liabilities of whatsoever kind or nature arising out of:

(a) Any infringement (actual or claimed) on any patents, copyrights or trade names by reason of any work performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.

(b) Bodily injury, including death, "sickness or disease", to any person or persons (including contractor's officers, employees, agents, and servants) or damage to or destruction of any property including the loss of use thereof:

(1) caused by whole or in part by any act, error or omission by the contractor or any subcontractor or anyone directly or indirectly employed by any of them;

(2) arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks, and property adjacent hereto;

(3) arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of the contract.

(c) In any and all claims against the Village or it's agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligation under this section 1.06, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. This indemnification does not apply to any liability

EXHIBIT A

caused by the Village's own negligence.

7.06 ADANDONMENT:

If the contractor abandons or neglects the work or if the Village at any time is convinced that the work is unreasonably delayed, or that the conditions of the contract are being willfully violated, executed carelessly, or in bad faith, the Village may notify the contractor in writing, and if this notification is without effect within twenty-four (24) hours after the delivery thereof, then, and in that case, the contractor shall discontinue all work under the contract and the Village shall have full authority to make arrangements for the completion of the contract at the expense of the contractor.

7.07 CLEAN UP AND SITE MAINTENANCE:

The contractor shall at all times keep the site and adjoining premises free from accumulation of waste material or rubbish caused by its employees or work, and at the completion of the work, shall remove all rubbish, tools, and surplus materials from the site and adjoining premises, leaving the area in a neat and workmanlike condition. In case of dispute, the Village may remove the rubbish and charge the cost to the contractor.

8.00 CHANGES/ALTERATIONS OF CONTRACT WORK AND EXTRA WORK:

The Village reserves the right to alter the specifications by adding or subtracting from the original quantities as bid without invalidating the contract. All such work shall be executed under the same conditions as the original contract, except for an extension in time when any such change/alteration results in additional work. All changes/alterations shall be made only when ordered in writing from the Village as follows:

(a) The Village Manager must approve an increase in the contract price of not more than \$10,000.00 by written change order.

(b) The Village Board must approve an increase in the contract price in all other instances or an extension in the contract completion time by written change order.

(c) The value of any change shall be determined by one or more of the following methods:

(1) An approved Lump Sum.

(2) Unit Prices given in the Contract or subsequently agreed upon.

9.00 PROTECTION OF PERSONS AND PROPERTY

9.01 SAFETY PRECAUTIONS AND PROGRAMS:

The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

9.02 SAFETY OF PERSONS AND PROPERTY

(a) The contractor shall take all reasonable precautions for safety, and all reasonable protections to prevent damage, injury or loss to:

(1) all employees on the site and all other persons who may be affected hereby;

(2) all the work and all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody, or control of the contractor or any subcontractors; and

(3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of Public Improvement/Service.

(b) The contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulation and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

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(c) The contractor shall erect and maintain, as required by existing condition and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

(d) The contractor shall use proper warning guards and safety devices with respect to the construction area.

(e) No trees, fire hydrants, utility poles, shrubs or hedges, traffic signs, or other public structure shall be removed, replaced, damaged or destroyed unless and until approval for such removal, replacement, damage or destruction has been given in writing from the Village.

(f) Notwithstanding the foregoing requirements, the contractor shall be responsible for taking immediate steps to correct any damage or injury to public structures, utility services, roadways or public buildings as well as any damage or injury occasioned to private property as a result of the contractor's activities.

(g) The contractor should keep a daily record of all injuries or incidents or damage occurring in, on or near the construction site as a result of the contractor's construction activities. This information shall be given to the Village within twenty-four (24) hours after the day of occurrence.

10.00 INSURANCE REQUIREMENTS:

(a) The Contractor shall not commence work until the Contractor has obtained all insurance required in these documents. The Contractor shall purchase and maintain, throughout the duration of the contract, insurance as is appropriate for the work being performed and furnished and shall provide protection from claims which may arise out of or result from the Contractor's performance and furnishing of the work and Contractor's other obligations under the contract documents, whether it is to be performed or furnished by the Contractor, by any Subcontractor, by anyone directly or indirectly employed by them or by anyone for whose acts any of them may be liable.

(b) Insurance required by this Section shall be written with a company having at least an "A" Property-Casualty Rating, and financial size of at least Class 7 as listed in the most recent published A. M. Best's Insurance Guide.

(c) The Village shall be named as additional insured on all policies required by the contract except for Workmen's Compensation Insurance. The coverage afforded shall be primary and non-contributory for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. Additional insured: Village Of Arlington Heights, its Officials, Employees, Agents and Volunteers. If the additional insured has other insurance which is applicable to the loss, such as other insurance shall be on an excess or contingent basis. The amount of the Contractor's insurance company's liability under this insurance policy shall not be reduced by the existence of such other insurance. Additional insured status shall be provided by original endorsement as least as broad as CG 20 10 04 13 or CG 20 26 04 13.

(d) As a minimum, the contractor shall secure and maintain the types of insurance as hereinafter specified, and shall submit evidence to the Village on an annual basis that the insurance coverage's are in force. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Village, but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing

EXHIBIT A

defective work in accordance with the General Conditions and Instruction to Bidders. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

(e) The Contractor shall forward original copies of the Certificates of Insurance with the coverage's and limits specified annually during the contract period to the Purchasing Division, Finance Department, 33 S. Arlington Heights Road, Arlington Heights, IL 60005.

(f) Insurance Certificates and Policies delivered to the Village shall recite that 30 days prior written notice will be given to the Village by certified mail before any policy is materially changed, canceled, or not renewed.

10.01 WORKER'S COMPENSATION AND EMPLOYERS LIABILITY:

The insurance shall protect the Contractor against all claims under applicable State or Federal Worker's Compensation Laws. The Contractor shall also be protected against claims for injury, disease or death of employees which for any reason may not fall within the provisions of the Worker's Compensation Law. The policy shall include "broad form all states" endorsement coverage extended to cover all states except the monopolistic fund states.

The liability limits shall not be less than:

1. Worker's Compensation.....Statutory
2. Employer's Liability.....\$1,000,000 per occurrence

10.02 BUSINESS AUTO LIABILITY:

The insurance shall be written in automobile liability form and shall protect the Contractor against all claims for injuries to persons and damages to property arising from the ownership, maintenance or use of any motor vehicles and shall cover operation on or off the site of all motor vehicles, whether they are owned, non-owned or hired.

The liability limits shall not be less than:

1. Bodily Injury and Property Damage Combined.....\$1,000,000 per occurrence

10.03 COMMERCIAL GENERAL LIABILITY, INCLUDING PREMISES AND OPERATIONS, CONTRACTUAL, PERSONAL INJURY, PRODUCT LIABILITY, COMPLETED OPERATIONS, AND BROAD FORM PROPERTY COVERAGES:

(a) This insurance shall be written in Commercial General Liability form and shall protect the Contractor against all claims arising from injuries to persons or damages to property caused by any act or omission of the Contractor or his agents, employees or Subcontractors. The Contractors General Aggregate shall apply on a per Project basis. The Broad Form General Liability Endorsement shall be included.

(b) In addition, this policy shall contain a Contractual Liability Endorsement covering any Contractual Liability assumed in the Contract and all changes and modifications thereto, whether in writing or oral.

(c) The scope of the coverage shall also include the Personal Injury Hazards including "a", "b", and "c". "a" includes false arrest, malicious prosecution, and unwillful detention or imprisonment. "b" includes libel, slander, and defamation of character. "c" includes wrongful eviction, invasion of privacy, and wrongful entry. Fellow Employee exclusion shall be removed.

EXHIBIT A

(d) The Policy shall also include Broad Form Property Damage Protection.

(e) The Contractor shall include all the Contractor's employees as additional insureds under the policy.

(f) Commercial General Liability Coverage shall contain no exclusions for explosion, collapse or underground work (X, C, U).

(g) The liability limits shall not be less than:

1. Bodily Injury and Property Damage, Combined single limit, per occurrence including, Contractual Liability – Broad Form Products and Completed Operations.....\$2,000,000
2. Premises/Operations
Personal Injury.....\$1,000,000
3. General Aggregate.....\$4,000,000

Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

(h) The Contractor may furnish coverage for bodily injury and property damage for Business Auto Liability and Commercial General Liability through the use of a combined limit as indicated above or through separate single limits acceptable to the Village.

10.04 UMBRELLA EXCESS LIABILITY:

Special coverage shall be as follows.....\$2,000,000 over primary insurance

The required coverages may be in combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy excess the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

Policy should be written on an occurrence basis.

All underlying coverage needs to be included in the Umbrella or Excess Liability policy. Any exclusions or exceptions must be noted on the certificate of insurance.

11.00 PAYMENTS

11.01 TAXES:

No charges will be allowed for taxes from which the Village is exempt. The Village is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax, nor the Service Use Tax. The Village is also exempt from Federal Excise Transportation Tax.

12.00 TERMINATION OF THE CONTRACT:

The Village may terminate the contract upon the occurrence of any one or more of the following events:

(a) The contractor files under any chapter of the Bankruptcy Code (Title 11, United States Code) takes any equivalent or similar action by filing a petition or otherwise under any federal or state law in effect at the time relating to bankruptcy or insolvency.

EXHIBIT A

(b) If a petition is filed against the contractor under any chapter of the Bankruptcy Code as now or hereinafter in effect or if a petition is filed seeking any equivalent or similar relief against the Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

(c) If the contractor makes a general assignment for the benefit of creditors.

(d) If a trustee, receiver, custodian or agent of the contractor is appointed to take charge of the contractor's property for the purpose of enforcing a lien against the property or for the purpose of general administration of the property for the benefit of the contractor's creditors.

(e) If the contractor admits in writing an inability to pay its debts generally as they become due.

(f) If the contractor persistently fails to perform the work in accordance with the contract documents, including but not limited to failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established herein.

(g) If the contractor disregards laws and regulations of any public body.

(h) If the contractor disregards the authority of the Village.

(i) If the contractor violates any provisions of the contract documents.

EXHIBIT A

VILLAGE OF ARLINGTON HEIGHTS AFFIDAVIT OF COMPLIANCE

Applicant M.E. Simpson Co., Inc.

Name

3406 Enterprise Ave., Valparaiso, IN 46383

Address

As a condition of entering into a contract with the Village of Arlington Heights, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned, Cara Lance-Emerick, being first duly sworn on oath, deposes and states that he or she is Chief Financial Officer (sole owner, partner, joint ventured, President, Secretary, etc..) of M.E. Simpson Co., Inc. and has the authority to
(Name of Company)
make all certifications required by this affidavit.

Section I

Non Collusion

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

Section II

Bid Rigging and Rotating

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

EXHIBIT A

Section III

Illinois Drug Free Workplace Act

The undersigned further states that M.E. Simpson Co., Inc. provides a
(Name of Company)
drug free workplace pursuant to Illinois Statutes, 30 ILCS 580/1, et seq and provides compliance with
necessary requirements.

Section IV

Tax Payment

The undersigned further states that M.E. Simpson Co., Inc. is not
(Name of Company)
delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois
Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement
regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows
the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

It is expressly understood the foregoing statements and representations and promises are made as a
condition to the right of the bidder to receive payment under any award made under the terms and
provisions of this bid.

The undersigned certifies that all the information contained in the Affidavit is true and correct.

Signed by:

(Name) Cara Lance-Emerick
(Title) CFO

Subscribed and sworn to before me this 19th day of March 2025
AD.

By: _____
(Notary Public)

-Seal-

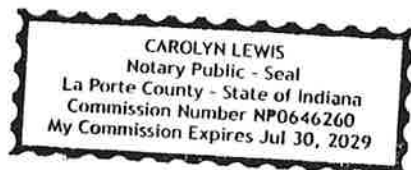


EXHIBIT A

VILLAGE OF ARLINGTON HEIGHTS INDEMNITY HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Arlington Heights, its Board of Trustees, officers, agents and employees from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any action on the part of the Contractor or any Subcontractor. The Contractor shall, at its own expense; appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village of Arlington Heights, its Board of Trustees, officers, agents and employees, in any such action, the contractor shall, at its own expense, satisfy and discharge the same. This indemnification does not apply to liability caused by the Village's own negligence.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Arlington Heights, its Board of Trustees, officers, agents and employees as herein provided.

CONTRACTOR: M.E. Simpson Co., Inc.

By: 

EXHIBIT A



VENDOR QUESTIONNAIRE

Company Name: M.E. Simpson Co., Inc.

Address: 3406 Enterprise Ave.

City: Valparaiso State: IN Zip: 46383

Phone: 800-255-1521 E-Mail: joen@mesimpson.com

Commodity: SIC Code 4941 Years in Business: 46

DBE (Disadvantaged Business Enterprise) Classification: Please indicate your DBE classification below, and provide any agency certifications you have received.

- ☐ MBE (Minority-Owned Business Enterprise): A business that is at least 51 percent owned by one or more minorities. A person who is a U.S. citizen or lawful permanent resident and is African American, Hispanic American, Asian American, Native American, as well as other groups found to be disadvantaged pursuant to Section 8 (a) of the Small Business Act.
- ☐ WBE (Women-Owned Business Enterprise): A business that is at least 51 percent owned by a woman or women who are United States Citizens or lawful permanent residents of the United States.
- ☐ DOBE (Disability-Owned Business Enterprise): A business that is at least 51 percent owned by a person or group of persons with a disability, as recognized by the Americans with Disabilities Act.
- ☐ VOSB (Veteran-Owned Small Business): A business that meets the qualifications to be a small business according to the SBA, and is at least 51 percent owned, operated and controlled by a veteran.
- ☒ Not Applicable

Certifications:

Agency/Institution: N/A

Phone: N/A Approval Date: N/A

I hereby certify that the information supplied in this form is complete and correct to the best of my knowledge and belief. I authorize The Village of Arlington Heights to verify any of this information as needed.

Signature: [Redacted Signature] Title: CFO

Name: Cara Lance-Emerick Date: 3/19/25

EXHIBIT A

**INVITATION FOR BIDS
BID DOCUMENTS AND SPECIFICATIONS**

WATER SYSTEM LEAK DETECTION AND SURVEY SERVICES

FOR THE MUNICIPALITIES OF:

ARLINGTON HEIGHTS, GLENVIEW, HIGHLAND PARK, LAKE FOREST, NORTHBROOK,
AND NORTHFIELD

**VILLAGE OF ARLINGTON HEIGHTS
33 S. ARLINGTON HEIGHTS ROAD
ARLINGTON HEIGHTS, IL 60005
847-368-5505**

GENERAL TERMS AND CONDITIONS

1. INTENT

It is the intent of the Village of Arlington Heights ("Arlington Heights"), the Village of Glenview ("Glenview"), the City of Highland Park ("Highland Park"), the Village of Lake Forest ("Lake Forest"), the Village of Northbrook ("Northbrook"), and the Village of Northfield ("Northfield") (collectively, "Municipalities") to award a single contract to a single contractor for leak detection and survey services.

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

2. BID PRICE

The Municipalities of Arlington Heights, Glenview, Highland Park, Lake Forest, Northbrook, and Northfield request pricing for the base bid of year (1) one and request firm/fixed pricing for years (2) two and (3) three.

Additionally, the Municipalities request pricing for Emergency Response Services.

The Contractor shall identify the discount per municipality if equipment staging is allowed at municipal facilities.

3. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made on a total lump sum of the bid. Each Municipality reserves the right to award multiple years, to award the bid in part or in whole or not award, and/or reject any or all bids, whatever is deemed to be in its best interest.

Each year, the individual Municipalities shall award their work to the Contractor independently of the other Municipalities after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their

EXHIBIT A

awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

4. VOLUME/ESTIMATED QUANTITY

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

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

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

5. TERM

The term of the contract shall be for three (3) years from the date of award for Arlington Heights, Glenview, Highland Park, Lake Forest, Northbrook, and Northfield. The Municipalities reserve the right to renew this contract for three (3) additional one (1) year periods subject to acceptable performance by the Contractor. In the event this contract is extended, the CONTRACTOR may, 30 days prior to the extended contract term raise the price for services to be performed under the contract by giving written notice to the VILLAGE. The increase shall not exceed the previous twelve-month period of the Chicago Consumer Price Index. The rate adjustment shall take effect each year on January 1st of each extension year. The increase in contract price shall be effective thirty (30) days after the written notice is given and approved by the VILLAGE. Only one increase shall be allowed in any contract extension period.

At the end of any contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

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

6. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of the Municipalities.

7. CONTACT WITH MUNICIPAL PERSONNEL

All bidders are prohibited from making any contact with the municipalities' Presidents, Trustees, or any other official or employee of the municipalities (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Arlington Heights Village Manager reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Arlington Heights Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

8. DOCUMENT OBTAINED FOR OTHER SOURCES

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

9. JOINT PURCHASING/PURCHASING EXTENSION

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

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

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The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Arlington Heights, including, but not limited to:

- Certificate of insurance naming each additional Municipality as an additional insured

10. RESERVATION OF RIGHTS

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

11. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include:

- Bid pricing
- Emergency Response Rate and Minimum Call Out Time
- Compliance with specifications
- Previous Municipality Experience
- Submittal compliance
- References

12. SUBCONTRACTORS

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

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

EXHIBIT A

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

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

Failure to identify subcontractors could result in disqualification.

13. SILENCE OF SPECIFICATIONS

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

14. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: lsubin@vah.com. Questions are requested prior to the Bid Opening and are required no later than 4:00 p.m. on March 21, 2025.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Arlington Heights to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

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

15. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Arlington Heights Purchasing Coordinator within seven calendar days of the closing time and date. This

EXHIBIT A

notice should include the title of the requirement, the closing date and the nature of the protest.

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

16. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- References
- Disqualification of Certain Bidders
- Affidavit/Anti-collision
- Conflict of Interest Form
- Tax Compliance
- Identification of Subcontractors
- Participation Affidavit

17. RESPONSIVE BID

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

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

18. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Arlington Heights ("Arlington Heights"), the Village of Glenview ("Glenview"), the City of Highland Park ("Highland Park"), the Village of Lake Forest ("Lake Forest"), the Village of Northbrook ("Northbrook"), and the Village of Northfield ("Northfield") (collectively, "Municipalities") which include their representatives,

agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Village of Arlington Heights ("Arlington Heights"), the Village of Glenview ("Glenview"), the City of Highland Park ("Highland Park"), the Village of Lake Forest ("Lake Forest"), the Village of Northbrook ("Northbrook"), and the Village of Northfield ("Northfield") (collectively, "Municipalities") its agents, servants, or employees or any other person indemnified hereafter.

19. CHANGE IN STATUS

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

20. CHANGE ORDERS

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

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

- 20.1.** In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- 20.2.** The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to both extras and credits and for work performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- 20.3.** Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits,

EXHIBIT A

all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Coordinator.

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

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

21. INVOICES, PAYMENTS, AND QUANTITIES

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

Invoices shall be delivered to:

Village of Arlington Heights Emailed to: AccountsPayable@vah.com	Village of Glenview Director of Public Works 2498 East Lake Avenue Glenview, IL 60026	City of Highland Park Emailed to: kmiller@cityhpil.com
Village of Lake Forest Emailed to: volper@cityoflakeforest.com	Village of Northbrook Emailed to: Joseph Rizzo Joseph.Rizzo@northbrook.il.us	Village of Northfield c/o Bill Wipperfurth 1800 Winnetka Road Northfield, IL 60093

22. PRECEDENCE

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

23. NON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or

more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

24. INDEPENDENT CONTRACTOR

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

25. TERMINATION

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

26. ALTERNATE AND MULTIPLE BIDS

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

27. MUNICIPALITY CONTRACTOR'S LICENSE

The most responsive and responsible bidder, prior to commencing any work, must have a valid Contractor's License on-file with the respective Municipality's Development Department, if applicable.

28. NON-APPROPRIATIONS

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council of the affected Municipality.

29. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Arlington Heights will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any

of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities, the right is reserved to reject such bid at the discretion of the Village of Arlington Heights.

30. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

31. AUDIT/ACCESS TO RECORDS

31.1. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

31.2. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

31.3. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

31.4. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims

arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

32. COMPETENCY OF BIDDER

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

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

SPECIFICATIONS

1. SCOPE OF WORK

1.1. Village of Arlington Heights FULL SYSTEM SURVEY FOR EACH YEAR SERVICES ARE REQUESTED.

The Village of Arlington Heights water system consists of approximately 26,900 service connections and approximately 286 miles of water main ranging in size from 4" to 24" pipe. There are approximately 3,300 hydrants and 4,400 valves throughout the systems. The average daily pumpage is 8.0 MGD and all water is supplied from the Northwest Water Commission.

1.2. Village of Glenview - FULL SYSTEM SURVEY FOR EACH YEAR SERVICES ARE REQUESTED.

The Glenview system consists of approximately 16,000 service connections and approximately 246 miles of water main ranging in size from 4" to 42" pipe. There are 2,700 hydrants and 4,200 valves throughout the system. The average daily pumpage is 8.53 MGD and all the water is supplied from the Village of Wilmette.

1.3. City of Highland Park - FULL SYSTEM SURVEY FOR EACH YEAR SERVICES ARE REQUESTED

The City of Highland Park water distribution system consists of 10,449 service connections and over 180 miles of water main ranging in size from 4" to 36" pipe. There are 1,805 hydrants and 2,143 valves throughout the system. The average pumpage is 8.5 MGD and all water is supplied from The City of Highland Park.

1.4. Village of Lake Forest - FULL SYSTEM SURVEY FOR EACH YEAR SERVICES ARE REQUESTED

The City of Lake Forest water distribution system consists of approximately 6,800 service connections and approximately 170 miles of water main ranging in size from 4" to 36" pipe. There are 1,500 hydrants and 1,800 valves throughout the system. The average pumpage is 3.54 MGD and all water is supplied from the City of Lake Forest.

1.5. Village of Northbrook - FULL SYSTEM SURVEY FOR EACH YEAR SERVICES ARE REQUESTED

The Village of Northbrook water distribution system consists of 12,500 service connections and over 220 miles of water main ranging in size from 4" to 42" pipe. There are over 2,751 hydrants and over 2,145 valves throughout the system. The average pumpage is 9 MGD and all water is supplied from Lake Michigan.

1.6. Village of Northfield - FULL SYSTEM SURVEY FOR EACH YEAR SERVICES ARE REQUESTED

The Village of Northfield is supplied by the Village of Winnetka with three main feeders. There is an emergency connection with Glencoe's water tower. The Village of Northfield owns and maintains approximately 591 hydrants and 550 valves. There are 2,136 service connections within the 48 square-miles (or 253,440 linear feet) of water mains. The water mains range in size from 4"-24". We pump an average of just below 1 MGD.

2. PROJECT DELIVERABLES

The Contractor shall provide the following identified below at each year end. All project deliverables shall be submitted to the respective Municipality within 30 days completion of services or October 31st, whichever comes first.

2.1. Records of Findings

The Contractor shall develop and maintain detection survey field notes. These records shall record the type of monitored appurtenances, their location and any mechanical deficiencies discovered during the survey, i.e. broken or leaking valves, hydrants or buffalo boxes. Any mapping discrepancies found shall also be recorded. The records shall be submitted with the final report and shall be suitable for presentation to the respective Village Board of Trustees or City Council for their review.

2.2. Leak Location Documentation

EXHIBIT A

As each leak is pin-pointed, its location shall be marked in the field. The contractor shall submit a written "Leak Location Form" on the day a leak was pin-pointed. The "Leak Location Form" shall include a descriptive map of each leak location and an estimated amount of water leakage. Other information contained within this document will include correlation filters, line locations, and distances between sensors. The contractor will submit this document to the Municipalities weekly or upon demand.

2.3. Final Report

At the conclusion of each survey, the contractor shall prepare and submit one (1) hardcopy and one (1) electronic copy of a comprehensive detailed report. This summary report shall include, but is not limited to: areas surveyed, number and type of leaks found, estimates of leakage, map discrepancies, and any valve, hydrant or buffalo box repairs.

3. MATERIALS & SERVICES TO BE PROVIDED BY THE MUNICIPALITIES

Arlington Heights

The Village of Arlington Heights will supply the contractor with one (1) 11" x 17" copy of the most current water distribution maps and necessary records to conduct the survey. PDFs and/or Cityworks access with appropriate GIS layers will also be available if requested.

Glenview

The Village of Glenview will supply the contractor with one (1) 11" x 17" copy of the most current water distribution maps and necessary records to conduct the survey.

Highland Park

The City of Highland Park will supply the contractor with one (1) 11" x 17" copy of the most current water distribution maps and necessary records to conduct the survey. PDFs access with appropriate GIS layers will also be available if requested.

Lake Forest

The City of Lake Forest will supply the contractor with one 11" x 17" copy of the most current water distribution maps and necessary records to conduct the survey. PDFs and access with appropriate GIS layers will also be available if requested.

Northbrook

The Village of Northbrook will supply the contractor with one 11" x 17" copy of the most current water distribution maps and necessary records to conduct the

survey. PDFs and access with appropriate GIS layers will also be available if requested.

Northfield

The Village of Northfield will supply the contractor with one (1) 11" X 17" copy of the most current water distribution maps and necessary records to conduct the survey.

The Municipalities shall make available, as necessary, personnel with working knowledge of their respective water systems. These persons may assist in locating valves, mains and supplying general information about the system. The Municipalities may assist as necessary, with the cleaning of valve vaults and buffalo boxes in an effort to aid the contractor with listening for leakage. This assistance shall be provided during regular working days, Monday through Friday, 7:00AM-3:00PM.

4. TECHNICAL SPECIFICATIONS

- 4.1.** The leak detection survey shall consist of, but is not limited to, listening to accessible mainline water distribution valves, hydrants, and when necessary, buffalo boxes with electronic listening equipment. Any listening points that are not accessible will be reported to the utility and then listened to upon correction. All leak detection shall be completed no later than October 31st of each year.
- 4.2.** Listening points of the contract include valves, hydrants, service valves, or meter settings. The listening points' preference is as follows: direct contact with the pipe, mainline valves, hydrant valves, hydrants, then service valves or meter settings.
- 4.3.** When the Contractor identifies a significant water leak, the Contractor shall mark the parkway or street with a mutually agreed upon color of spray paint. If the leak is suspected to be in a residential driveway, the Contractor shall not mark with spray paint. The Contractor shall notify the respective Municipality's contact person when a significant leak is found. The contractor will notify the Municipality of any leaks requiring immediate attention (threat to life, injury, or traffic).
- 4.4.** Specific listening distances will be determined by pipe material.
 - Metallic Type: No greater than 500' between listening points
 - Non-Metallic AC/Concrete Type: No greater than 300' between listening points
 - Non-Metallic PVC/HDPE Type: No greater than 150' between listening points.

The Echologics Leak Finder-ST with headphones leak detector or Fluid Conservation Systems (FCS) TriCorr Touch leak correlator or comparable to FCS TriCorr will be used for correlations because of these correlators' ability to be able to analyze the particular sound frequencies inherent to PVC pipe.

5. EMERGENCY SERVICES

The Contractor shall be called upon from time to time to respond after business hours (3:30 p.m. through 7 a.m.) or during regular business hours (7 a.m. and 3:30 p.m.) when not performing work in a municipality to assist crews with locating possible main breaks. Under these circumstances the Contractor shall be compensated only at an hourly rate per crew that shall be inclusive of all labor, materials, travel, and equipment as identified herein. Only the cost for after business hours emergency responses will include travel time to the site.

The awarded contractor shall provide a 24-hour emergency telephone number to contact a representative in case of emergency. For any/all emergency services that are needed, the Municipalities request that the Contractor provide hourly rates under the Pricing Table section of the RFB.

The Municipalities reserve the right to terminate the Agreement for violations to the Emergency Services response time as identified herein.

6. SCHEDULING OF WORK

The Municipalities shall schedule their work independent of the other. The Contractor shall have sufficient equipment and personnel to work simultaneously in each Village and to complete the leak detection survey prior to October 31 of each year.

Unless unusual circumstances dictate, all survey work shall be conducted during daylight hours, with the water system operating in a normal manner. Twenty-four (24) hour notification is required prior to any conducting services after business hours or during the night.

7. CONTRACTOR'S PERSONNEL

While working for the Municipalities the Contractor shall be responsible for ensuring that all personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers in the parkways, alleys, and lot lines. Specifically, Contractors shall display a picture identification badges with the Contractor's business name and/or logo on it or a standard uniform with the Contractor's and employees affixed.

8. CONTRACTOR'S EQUIPMENT

The Municipalities may provide the Contractor space at their Public Works facility to store equipment while working in the Municipalities. In exchange for storage space, the Contractor shall identify the discount to each Municipality if space is provided. Access to facilities shall be established with the successful bidder.

EXHIBIT A

SCHEDULE OF PRICES

WATER SYSTEM LEAK DETECTION & SURVEY SERVICES PRICING TABLE

Item A – Year One

Item No.	Items	Unit	Annual Price
1.	Arlington Heights	Year	\$74,100.00
2.	Glenview	Year	\$70,110.00
3.	Highland Park	Year	\$49,020.00
4.	Lake Forest	Year	\$48,450.00
5.	Northbrook	Year	\$62,700.00
6.	Northfield	Year	\$13,680.00
Total Item A – Year One Costs			\$318,060.00

Item B – Year Two

Item No.	Items	Unit	Annual Price
1.	Arlington Heights	Year	\$76,700.00
2.	Glenview	Year	\$72,570.00
3.	Highland Park	Year	\$50,740.00
4.	Lake Forest	Year	\$50,150.00
5.	Northbrook	Year	\$64,900.00
6.	Northfield	Year	\$14,160.00
Total Item B – Year Two Costs			\$329,220.00

Item C – Year Three

Item No.	Items	Unit	Annual Price
1.	Arlington Heights	Year	\$76,700.00
2.	Glenview	Year	\$72,570.00
3.	Highland Park	Year	\$50,740.00
4.	Lake Forest	Year	\$50,150.00
5.	Northbrook	Year	\$64,900.00
6.	Northfield	Year	\$14,160.00
Total Item C – Year Three Costs			\$329,220.00
TOTAL COST OF ALL ITEMS			\$976,500.00

EXHIBIT A

ANNUAL DISCOUNT IF ALLOWED TO STORE AT MUNICIPAL FACILITY

IF THE CONTRACTOR WILL UTILIZE SPACE AT A MUNICIPAL FACILITY TO STORE EQUIPMENT OVERNIGHT

Item No.	Items	% Annual Discount
1.	Arlington Heights	0 %
2.	Glenview	0 %
3.	Highland Park	0 %
4.	Lake Forest	0 %
5.	Northbrook	0 %
6.	Northfield	0 %

Emergency Response Rate

Item No.	Items	Unit	Rate
1.	Regular Hours – No Minimums	Per Hour	\$385.00
2.	After Hours – Minimum Two Hours	Two Hour Callout	\$1,395.00
3.	After Hours – Hourly Cost After Two Hour Minimum	Per Hour	\$350.00

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1994, as amended.

Authorized Signature: [Signature] Company Name: M.E. Simpson Co., Inc.
 Typed/Printed Name: Cara Lance-Emerick Date: 3/19/2025
 Title: CFO Telephone Number: 800-255-1521
 E-mail: caral@mesimpson.com

EXHIBIT A

CONTRACTORS REFERENCES

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

Municipality:	City of Joliet, IL
Address:	921 E Washington Street, Joliet, Illinois 60433
Contact Person:	Ms. Allison Swisher, P.E.
Telephone Number:	815.724.4230
Dates of Service:	05-13-2024 - 10-14-2024; M.E. Simpson has performed a leak survey for Joliet annually since 2008
Award Amount:	\$189,000.00
Municipality:	Village of Downers Grove, IL
Address:	5101 Walnut Ave, Downers Grove, IL 60515
Contact Person:	Mr. David Moody
Telephone Number:	630.434.5462
Dates of Service:	08-10-2024 - 10-26-2024; annually since 2011
Award Amount:	\$54,755.00
Municipality:	City of Batavia, IL
Address:	200 N Raddant Rd, Batavia, IL 60510
Contact Person:	Mr. Jeremy Barkei
Telephone Number:	630.454.2300
Dates of Service:	08-07-2024 - 10-09-2024; annually since 2020
Award Amount:	\$42,261.12
Municipality:	Village of Shorewood, IL
Address:	1 Towne Center Blvd, Shorewood, IL 60404
Contact Person:	Mr. Noriel Noriega
Telephone Number:	815.725.2150
Dates of Service:	12-27-2023 - 1/19/24; annually since 2014
Award Amount:	\$20,855.00
Municipality:	City of West Bend, WI
Address:	251 Municipal Drive, West Bend, Wisconsin 53095
Contact Person:	Mr. Travis Thull

EXHIBIT A

Telephone Number:	262.335.5040
Dates of Service:	06-24-2024 - 07-19-2024
Award Amount:	\$17,640.00

**DISQUALIFICATIONS OF CERTAIN BIDDERS – PERSONS AND ENTITIES
SUBJECT TO DISQUALIFICATION**

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

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

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

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Offeror if the Offeror is an Individual)
(Signature of Partner if the Offeror is a Partnership)
(Signature of Officer if the Offeror is a Corporation)

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

Subscribed and Sworn to this 19th day of March, 2025

Notary Public _____

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

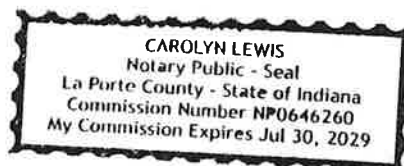


EXHIBIT A

N/A

SUB-CONTRACTOR INFORMATION

Name:	
# Years In Business:	
Address:	
# Years Used By Contractor	
Services Used By Sub-Contractor	

Name:	
# Years In Business:	
Address:	
# Years Used By Contractor	
Services Used By Sub-Contractor	

Name:	
# Years In Business:	
Address:	
# Years Used By Contractor	
Services Used By Sub-Contractor	

Name:	
# Years In Business:	
Address:	
# Years Used By Contractor	
Services Used By Sub-Contractor	

Name:	
# Years In Business:	
Address:	
# Years Used By Contractor	
Services Used By Sub-Contractor	

ATTACHMENT 1

ADDITIONAL INFORMATION CONCERNING THE MUNICIPALITIES

Village of Arlington Heights

1. Miles of distribution pipeline requiring leak detection: 260 Lane Miles
2. System total mileage: 286
3. Will accurate system maps be made available? If so, what are the age of the maps? Yes, they can be made available daily by either print or digital.
4. Is your municipality on a grid system? No, Arlington Heights is on a loop system.
5. Please list the water pipe diameter size range: 4" to 42"
6. Approximately what percent of your pipes are:
 - a. cast iron: 49%
 - b. ductile iron: 50%
 - c. steel: 0%
 - d. AC: 0%
 - e. PVC : 1%
 - f. other: 0%
7. What materials are your service lines (copper, poly, galv., etc.)? Copper, Lead
8. Please list your system pressure variances (PSI) range: 40 to 60 PSI
9. Please list your water loss in GPM and also as a percent: Unknown
10. Approximate # of service connections: 26,900
11. What % of services are metered: 100%
12. Please list your pipe depth range: 4' to 12'
13. Please list your water source(s): Lake Michigan
14. Number of tanks/reservoirs: 7 tanks
15. Do you currently use GIS: Yes
16. Do you currently use a computer maintenance management system (CityWorks, PubWorks etc.)? If so, what system do you use? Yes, Cityworks. Access can be provided to the contractor if requested.
17. Have you started an asset management program? Yes

EXHIBIT A

Village of Glenview

1. Miles of distribution pipeline requiring leak detection: 246
2. System total mileage: 246
3. Will accurate system maps be made available? If so, what are the age of the maps? Yes. They are updated as we find issues
4. Is your municipality on a grid system? No, Glenview is on a loop system
5. Please list the water pipe diameter size range: 4" to 42"
6. Approximately what percent of your pipes are:
 - a. cast iron: 37.8 percent
 - b. ductile iron: 52.8 percent
 - c. steel: 0 percent
 - d. AC: 0.44 percent
 - e. PVC : 3.6 percent
 - f. other: 5.30 percent
7. What materials are your service lines (copper, poly, galv., etc.)? Copper, Galv. Other
8. Please list your system pressure variances (PSI) range: 40 to 65
9. Please list your water loss in GPM and also as a percent: 18.5 percent
10. Approximate # of service connections: 16,000
11. What % of services are metered: ~100 percent
12. Please list your pipe depth range: 4' to 14'
13. Please list your water source(s): Lake Michigan
14. Number of tanks/reservoirs: 1 tank and 3 reservoirs
15. Do you currently use GIS: Yes
16. Do you currently use a computer maintenance management system (CityWorks, PubWorks etc.)? If so, what system do you use? No
17. Have you started an asset management program? No

EXHIBIT A

City of Highland Park

1. Miles of distribution pipeline requiring leak detection: 172
2. System total mileage: 172
3. Will accurate system maps be made available? If so, what are the age of the maps? Yes, they are current. Items are updated as we find them.
4. Is your municipality on a grid system? No we are a loop system.
5. Please list the water pipe diameter size range: 4"-36"
6. Approximately what percent of your pipes are:
 - a. Cast iron: 51.19
 - b. Ductile iron: 27.28
 - c. Steel: 0
 - d. AC: 0
 - e. PVC: .28
 - f. Other: 20.65
 - g. Reinforced Concrete: .6
7. What materials are your service lines (copper, poly, galv., etc.)? Ductile, Cast, Copper, Galvanized, and Lead
8. Please list your system pressure variances (PSI) range: 65-100
9. Approximate # of service connections: 10,449
10. What % of services are metered: All
11. Please list your pipe depth range: 4'-16'
12. Please list your water source(s): Lake Michigan
13. Number of tanks/reservoirs: 3
14. Do you currently use GIS: Yes
15. Do you currently use a computer maintenance management system (CityWorks, PubWorks etc.)? If so, what system do you use? No
16. Have you started an asset management program? No

EXHIBIT A

Village of Lake Forest

1. Miles of distribution pipeline requiring leak detection: 170
2. System total mileage: 170
3. Will accurate system maps be made available? If so, what are the age of the maps? Yes. Maps are updated as we find issues.
4. Is your municipality on a grid system? No
5. Please list the water pipe diameter size range: 4" to 36"
6. Approximately what percent of your pipes are:
 - a. Cast iron: 43.96 percent
 - b. Ductile iron: 48.55 percent
 - c. Steel: 0 percent
 - d. AC: .34 percent
 - e. PVC: 4.72 percent
 - f. Other: 2.43 percent
7. What materials are your service lines (copper, poly, galv., etc.)? Copper, Galv., Lead and Poly
8. Please list your system pressure variances (PSI) range: 40-65
9. Approximate # of service connections: 6,800
10. What % of services are metered: 100 percent
11. Please list your pipe depth range: 5' to 12'
12. Please list your water source(s): Lake Michigan
13. Number of tanks/reservoirs: 1 tank and 1 reservoir
14. Do you currently use GIS: Yes
15. Do you currently use a computer maintenance management system (CityWorks, PubWorks etc.)? If so, what system do you use? Yes, Cartegraph
16. Have you started an asset management program? Yes

EXHIBIT A

Village of Northbrook

1. Miles of distribution pipeline requiring leak detection: 220
2. System total mileage: 220
3. Will accurate system maps be made available? If so, what are the age of the maps? Current
4. Is your municipality on a grid system? No
5. Please list the water pipe diameter size range: 4" to 42"
6. Contact points (valves, hydrants, services) are within ____ ft: 30ft to 150ft
7. Approximately what percent of your pipes are:
 - a. Cast iron: 55%
 - b. Ductile iron: 41%
 - c. Steel:
 - d. AC: 1%
 - e. PVC: 3%
 - f. Other:
8. What materials are your service lines (copper, poly, galv., etc.)? Copper, ductile iron, cast iron, and lead
9. Please list your system pressure variances (PSI) range: 40 to 65 psi
10. Approximate # of service connections: 12,420
11. What % of services are metered: 100%
12. Please list your pipe depth range: 4' to 10'
13. Please list your water source(s): Lake Michigan
14. Number of tanks/reservoirs: 2 Elevated storage tanks, 1 Reservoir
15. Do you currently use GIS: Yes
16. Do you currently use a computer maintenance management system (CityWorks, PubWorks etc.)? If so, what system do you use? No
17. Have you started an asset management program? Yes

EXHIBIT A

Village of Northfield

1. Miles of distribution pipeline requiring leak detection: 48 miles
2. System total mileage: 48 miles
3. Will accurate system maps be made available? If so, what are the age of the maps? Yes, Last updated 2014
4. Is your municipality on a grid system? No
5. Please list the water pipe diameter size range: 4"-24"
6. Contact points (valves, hydrants, services are within 300 ft.
7. Approximately what percent of your pipes are:
 - a. cast iron: 25%
 - b. ductile iron: 70%
 - c. steel:
 - d. AC:
 - e. PVC: 5%
 - f. Other:
8. What materials are your service lines (copper, poly, galv., etc.)? Copper and Lead.
9. Please list your system pressure variances (PSI) range: 60 psi
10. Please list your water loss in GPM and also as a percent: 2014 LMO-2 was 7.94%
11. Approximate # of service connections: 2,018
12. What % of services are metered: 100%
13. Please list your pipe depth range: 4 -9 feet
14. Please list your water source(s): Winnetka and Village of Glencoe
15. Number of tanks/reservoirs: 1 reservoir
16. Do you currently use GIS: yes
17. Do you currently use a computer maintenance management system (CityWorks, PubWorks etc.)? If so, what system do you use? No
18. Have you started an asset management program? No



April 25, 2025

Mr. Brian Curley
Water Plant Superintendent
Village of Winnetka
510 Green Bay Rd.
Winnetka, IL 60093

RE: PROPOSAL FOR A WATER DISTRIBUTION SYSTEM LEAK SURVEY

Dear Mr. Curley,

M.E. Simpson Co., Inc. is pleased to present the Village of Winnetka, Illinois our proposal for a Water Distribution System Leak Detection Survey Program. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly-educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that **"the water is always safe to drink"**.

Thank you for your consideration and this opportunity to acquaint you with our Water Distribution System Leak Detection Services and offer this response. We are committed to exceeding your expectations.

Sincerely,



Joe Nepras
Regional Manager

Joe Nepras
Regional Manager

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 P
888.531.2444 F

Joe.Nepras@mesimpson.com

SCOPE OF WORK

Water Distribution System Leak Survey

The Field Scope of Service for the Leak Survey is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to survey the water distribution system areas selected by the City. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. **There will be a minimum of Two Persons per team working on the survey at all times.**

- ◆ Work in an orderly and **safe** manner to insure protection of the local residents, Utility employees, and the Field Staff so that no **avoidable** accidents occur.
- ◆ All Field Staff will have readily observable identification badges worn while in the field.
- ◆ The leak detection equipment to be used will be that which was described in the “Equipment to be used” section.
- ◆ Initially listen to **all fire hydrants, all accessible main line valves**, and when necessary, selected service connections in the entire distribution system by making physical contact with the valve, hydrant, pipe, or B-box. (Listening points that are not accessible will be given to the Utility and when corrected they will be listened to.)
- ◆ Listening points of contact will be: valves, hydrants, service valves or meter settings. The preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- ◆ Specific listening distances will be determined by pipe material. Metallic type pipes; no greater than 500’ between listening points. Non-Metallic AC/Concrete type pipes; no greater than 300’ between listening points. Non-Metallic PVC/HDPE type pipes; no greater than 150’ between listening points.
- ◆ A “suspected leak” log shall be maintained indicating all areas where suspected leak noise was heard. This log will be reviewed when the Project Team is verifying the suspected leak area for confirmation of the actual existence of a leak. This log will be a part of the periodic reports turned into the Utility regardless of an actual leak located in the area or not, with an explanation of the noise source.
- ◆ When leak noise has been detected and or suspected, the Project Team will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- ◆ The Project Team will line locate the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator and also so that the Water Utility will have an idea of where the water main is located prior to excavation. Non-metallic pipe locations will be “interpolated” as best that can be identified, given the line location of metallic services, Utility knowledge of the area, or other information regarding the actual location of the main.

- ◆ The Project Team will use “State of the Art” Electronic Leak Correlators to determine if a leak is present and use the same equipment to pinpoint the leak.
- ◆ For PVC water mains only the Echologics LeakFinder-ST w/hydrophones leak correlator or Fluid Conservation Systems (FCS) TriCorr Touch leak correlator, will be used for correlations because of the ability for these correlators to be able to analyze the particular sound frequencies inherent to PVC pipe.
- ◆ The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
- ◆ The Project Team will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- ◆ The locations of leaks requiring immediate attention (immediate threat to life, injury or traffic) will be turned in as quickly as possible to facilitate the repair process.
- ◆ The Project Team will report daily or per request of the Utility, to assigned Utility Professional and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- ◆ It may be necessary to conduct parts of the Leak Survey during “off hours” such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Project Team to be able to safely access main line valves in the middle of the street. The Project Team will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying. This is so the Utility can plan for the area to be surveyed, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- ◆ As a part of the leak program, mapping discrepancies found, distribution assets found in disrepair will be noted and turned into the utility.
- ◆ Leaks verified on the customer’s side of a service shut-off will not be located beyond the shut-off. If a leak appears to be on the Customers’ side, the Utility will be notified first, then the customer notified and permission granted prior to the water being shut off even for short periods of time where possible and as time allows, as well as the ability for the customer to respond.
- ◆ If the Utility requests leak locations beyond the service shut off on the customer’s side of the service line, this will result in an additional charge to the leak survey based on an hourly rate and this service must be agreed upon between the Utility and M.E. Simpson Co., Inc. prior to the start of the survey.
- ◆ Valves and hydrants will not be operated without Utility permission. Valves and hydrants that break during this type of operation are the sole responsibility of the Utility. M.E. Simpson Co., Inc. cannot be responsible for valves and hydrants that break due to pre-existing conditions.

- ◆ The Utility is encouraged to dig up and repair the leaks located as soon as possible so that the area may be re-surveyed while the Project Team is still working on the survey in that general geographical location to ensure no other leaks are present in that area.

Equipment List

- ◆ FCS **S30** Gutermann **AquaScope** electronically enhanced listening device.
- ◆ Echologics **LeakFinder-ST w/hydrophones**; FCS **AC Digital**, **TriCorr Touch** or Vivax-Metrotech **HL6000X** leak correlator systems.
- ◆ **RADIO Detection** Line Locators.
- ◆ **Chicago Tape**, **Fisher M-Scope** or **Schonstedt** magnetic locators.
- ◆ **All necessary valve keys and hand tools**
- ◆ Truck mounted arrow board/signage and warning lights.
- ◆ Traffic control equipment, including properly sized traffic cones with reflective stripes.

Quality Control and Accuracy of Leak Locations

The level of accuracy of leak detection is a matter of taking in all the above considerations and applying those considerations to each individual potential leak location as it is being evaluated. Any statement made as to the level of accuracy of leak locations must be considered based on the individual conditions of each leak.

Locating leaks on a distribution system can be very challenging. It is not a perfect science. Pipes and fittings can leak for a variety of reasons (age, poor installation, material failures, bad soils, etc.), and the ability to locate leaks is dependent on the stated variables listed in the “Project Approach”. By employing a strict methodology in the field for conducting a leak survey, these variables can be accounted for and mitigated. The depth of experience of the Project Team is extremely important to maintaining the ability to have accurate locations of leaks. Additionally, crews work as Two-Person Teams in the field, double checking the progress of the work as the survey progresses. The systematic procedure for leak confirmation has been stated in the Scope of Field Service and is restated here.

“Suspected leak areas are always listened to a second time, preferably at a different time of day than originally listened to. The mains and services will be line located to insure correct pipe distances are used for the correlations. Correlations may need to be performed several times with several configurations to insure all the possible scenarios have been covered. Sewer manholes may need to be opened and flows observed. If there is any doubt as to the existence of a leak, the area may be checked and correlated at different times to rule out water usage or other factors. The progress of the survey will be monitored by the use of daily logs and a progression map with suspected leak noise indications marked and possible leak locations will be maintained. Field leak location forms will be turned into the Utility according to the agreed schedule. The Project Team will follow up on leak locations by monitoring the repair schedule of the Utility. That way in case a potential leak location is wrong, the Project Team can return to the site and determine why the leak location was incorrect, and correct it. This means maintaining a good level of communication between the Project Team in the field, and the Utility.

As a matter of Quality Control for leaks in the field, our Correlators, FCS TriCorr Touch and Echologics LeakFinder-ST have the distinct ability to be able to detect and pinpoint more than one leak in the same relative area, thus allowing better leak coverage and insuring that one leak is not “masking” another leak in the same area. The use of progress reports and meetings will allow for open discussions of problems encountered so solutions can be examined.”

Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the Leak Survey is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for detecting and locating leaks on the Water System.

Final Reports, Documentations & Communications

M.E. Simpson Co, Inc. will perform the following:

- Project Team will **meet daily** with assigned Utility personnel to go over areas of survey for prior workday and plan current day and area to survey.
- The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A **24-hour toll-free 800 number** is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- **Diagram all leak locations**, date of location, and classify according to severity and an estimate of loss.
- **The Project Manager will** meet with the Utility regularly for a progress report.
- **Prepare a progress report** at monthly intervals for the Utility if requested.
- Develop a **Leak Survey log** of activity which will also have confirmed leaks listed and this list will be turned in weekly (in Excel format). The list will also be included with the final report that will include the following;
 1. Mechanical deficiencies discovered
 2. Mapping errors on the water atlas
 3. Type of monitored appurtenances
 4. Location of same for leaks discovered
 5. Total estimated loss

Effective communication...
accurate documentation...
**Insuring the success for
the leak survey**

- ◆ **Prepare the final report** at the completion of the project which will include all leak location reports with drawings, total of estimated water loss, total pipe distance investigated, a description of the area surveyed, and other problems found in the system during the course of the survey that need the attention of the Water Utility. The leak summary will list leak types such as main leaks, service line leaks, valve leaks, or hydrant leaks.

A cost benefit analysis of the survey based on the “cost to produce” water will also be included that describes the financial impact to the Utility for water loss. Recommendations for system maintenance will be a part of this report based on field observations made during the survey.

This final report shall be made available for submission to the Utility within thirty (30) working days of the completion of the fieldwork.

Assumptions & Services Provided by the Utility

- ◆ The Utility will furnish all maps in an electronic format or paper atlases (two copies), and records necessary to properly conduct the survey.
- ◆ The Utility will assist as necessary to clean out service valves, meter pits and valve-boxes needed for listening.
- ◆ The Utility will provide a Primary Contact Person and/or secondary contact person for the Field Staff to report to on a periodic basis. This person shall act as the official liaison for the duration of the Leak Survey. This person shall have a working knowledge of the water system and will be helpful in attempting to locate particularly hard-to-find water valves for listening and for general information about the water system. *This person will not need to assist the Project Team on a full time basis*, but only on an “as needed” basis.
- ◆ The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns.
- ◆ The Utility will assist, if needed, to locate all nonmetallic pipe within the service area. This would include all Concrete Cylinder pipe, Asbestos Cement Pipe, PVC pipe and HDPE pipe.
- ◆ We will encourage the immediate digging of major leaks (main breaks) so that if there are problems with the leak location, the problems can be corrected while the Project Team is close by and can verify the site.

PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Alex Hood, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



Safety is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. **Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.**

While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.

The use of a "one-person" leak detection team is dangerous and impractical where water mains run under roadways. It would be a dangerous precedent to allow a "one-person" team to access main line valves located in the roadway, attempt to listen to the valve with headphones on, and at the same time try to control traffic flow at that person's location in the street.

Therefore M.E. Simpson Co., Inc. adheres to the following:

- The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- Any listening points located in a "confined space" such as pit and vault installations that **require entry** will be treated in accordance with the safety rules regarding **Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are **trained and certified** in Confined Space Entry & Self-Rescue.
- We will follow all safety rules regarding **First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are **trained and certified** in First Responder First Aid & CPR.
- We will follow all **traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the Illinois Department of Transportation (per MUTCD).**
 - All personnel are **trained and certified**, by the **AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)** in Traffic Control and Safety.

Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date or all project personnel.

INVESTMENT

A commitment to improving and maximizing the Village of Winnetka' water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to present our "Proposal" for a Water Distribution System Leak Detection program for the Village of Winnetka. M.E. Simpson Co., Inc. will perform our leak detection services on approximately **72** miles of watermain within the Village of Winnetka' water distribution system. The survey will be completed by listening on the accessible main line valves, fire hydrants and as needed services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document. The project will also include complete reporting of all issues found, with a final comprehensive report.

2025Leak Survey

Water Distribution System Leak Survey Program Fee of
\$285.00 per mile

\$20,520.00**

2026Leak Survey

Water Distribution System Leak Survey Program Fee of
\$295.00 per mile

\$21,240.00**

2027Leak Survey

Water Distribution System Leak Survey Program Fee of
\$295.00 per mile

\$21,240.00**

****** Any water main surveyed in addition to the above **77** miles of watermain will be surveyed at the rate of **\$285.00** per mile for **2025** & **\$295.00** per mile for **2026/2027** per MPI pricing.

We thank you for this opportunity to acquaint you with our Water Distribution System Leak Detection services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.



Agenda Item Executive Summary

TITLE: Resolution No. R-52-2025: Approval of MFT Resolution for the Rebuild Illinois Funds - Willow Road Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: June 17, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village's 2025 budget (Account No. 200-430.45) Motor Fuel Tax (MFT) funds, "Shared Revenue Grants" includes State "Rebuild Illinois" funds. The Rebuild Illinois funds will be used for construction services (Phase III) for the proposed Willow Road reconstruction project.

EXECUTIVE SUMMARY:

In FY 2022, the Village received state funding assistance, through a state incentive called "Rebuild Illinois" (RBI) funding program. These funds were dispersed to local agencies shortly after the pandemic to assist with local and state MFT eligible programs. The Village's total appropriation of RBI funds was \$803,171.28. The Village is required to appropriate these funds following the same procedures and approvals as it would for State Motor Fuel Taxes (MFT) funds.

The Village will be using these funds to pay for a portion of the Construction Services (Phase III) for the proposed Willow Road roadway reconstruction project. The limits of the Willow Road reconstruction project are from the Village's western municipal limits to Provident Avenue.

The state has indicated that the RBI funding must be approved for usage for a specific program via resolution no later than July 1st, 2025. The approved project must meet all State requirements for MFT requirements for eligibility. To meet these requirements, the Village is recommending that the RBI funds be approved for construction of the Willow Road reconstruction project, currently scheduled to be built in FY 2026. The scope of the project meets all State MFT requirements for appropriateness.

The Illinois Department of Transportation requires that the Village submit a "Resolution for Improvement by Municipality Under the Illinois Highway Code" form (BLR 09110) to authorize the use of MFT funds. Resolution R-52-2025 authorizes use of these funds for a portion of the Village's share of Construction Services (Phase III) costs. The Engineering Department is currently working on the final design for this project and anticipates developing a final estimate of costs this year. The Village is also currently in negotiations with the State on the terms of the jurisdictional transfer of the Willow Road upon completion of the project.

RECOMMENDATION:

Consider adopting Resolution No. R-52-2025 authorizing use of Motor Fuel Tax funds for the Village's portion of Construction Services (Phase III) costs for the proposed improvements to the Willow Road for an amount not to exceed \$803,171.28.

ATTACHMENTS:

1. FINAL - BLR 09110 - Resolution for Improvement



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

R-52-2025

Section Number

08-00103-00-FP

BE IT RESOLVED, by the Council of the Village

Governing Body Type

Local Public Agency Type

of Winnetka

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Willow Road	0.87	FAU 3561	Western Village Limits	Provident Avenue

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Phase III (Construction) for the Reconstruction of Willow Road from western Village limits east to Provident Avenue. Appropriation of Rebuild Illinois Funds for MFT Eligible project.

2. That there is hereby appropriated the sum of Eight hundred and three thousand and one hundred and seventy one dollars and twenty eight cents Dollars (\$803,171.28) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Robert B. Bahan

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Winnetka

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Winnetka

Name of Local Public Agency

at a meeting held on June 17, 2025

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th day of June, 2025.

Day

Month, Year

(SEAL)

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature. Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office.
Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District



Agenda Item Executive Summary

TITLE: Resolution No. R-54-2025: Approving a Contract with Superior Road Striping for Pavement Marking Services (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: June 17, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Fiscal Year 2025 budget provides \$40,000 for contractual pavement marking services in Account No. 100.30.01-544 (Street Maintenance).

EXECUTIVE SUMMARY:

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

In 2024, the Suburban Purchasing Cooperative (SPC) issued a request for proposals (RFP) seeking unit pricing for pavement marking services (Contract #229). The SPC bids work on behalf of its membership and allows communities to purchase off its agreements to achieve greater cost savings than any individual community could achieve alone. The original SPC contract was for one year with the possibility of three one-year extensions. Ultimately, Superior Road Striping of Bartlett, Illinois was determined to have submitted the lowest, most responsive proposal, and was awarded the contract. This contract is currently in the first year of its three possible extensions.

The Fiscal Year 2025 budget provides \$40,000 for contractual pavement marking services in Account No. 100.30.01-544 (Street Maintenance). Staff will utilize these funds for the completion of the 2025 work. Given the possibility of extensions which would bring the total dollar amount to be paid over the Village Manager's spending limit, staff is requesting approval of this agreement for 2025 and the option to allow the Village Manager to extend this agreement in 2026 and 2027. Sufficient funds will be budgeted in future years for this agreement.

Staff recommends awarding a one-year contract for pavement marking services to Superior Road Striping of Bartlett, Illinois and authorizing the Village Manager to execute any future extensions for fiscal years 2026 and 2027.

RECOMMENDATION:

Consider adopting Resolution No. R-54-2025, approving a contract agreement with Superior Road Striping for Pavement Marking Services and authorize the Village Manager to execute the Contract as well as any future extensions.

ATTACHMENTS:

1. Resolution No. R-54-2025: Approving a Contract with Superior Road Striping for Pavement Marking Services

**A RESOLUTION APPROVING A CONTRACT WITH
SUPERIOR ROAD STRIPING FOR
PAVEMENT MARKING SERVICES**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village of Winnetka ("**Village**") is a member of the Northwest Municipal Conference ("**NWMC**"), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry; and

WHEREAS, the Village participates in the NWMC Suburban Purchasing Cooperative ("**SPC**"), which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in significant savings for the Village; and

WHEREAS, the Village desires to retain a firm to provide pavement marking and recessing services in the Village ("**Work**"); and

WHEREAS, the SPC sought bids for the award of a contract for the Work; and

WHEREAS, the SPC identified Superior Road Striping, of Bartlett, Illinois ("**Contractor**"), as the low responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a one-year contract, with an option to extend an additional two years, with Contractor for Contractor to perform the Services in an amount not to exceed \$40,000.00 per year ("**Contract**"); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village

Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Contract will, at the option of the Village Council, be null and void.

SECTION 4: AUTHORIZATION TO EXERCISE OPTION TO EXTEND CONTRACT. The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the renewal options of the Contract ("*Extensions*") for 2026 and 2027 if: (a) the Village Manager determines, in their discretion, that the Extensions are favorable to the Village; and (b) the Extensions are substantially similar to the extensions set forth in the Contract. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute the Extension.

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

ADOPTED this 17th day of June, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

CONTRACT

VILLAGE OF WINNETKA

CONTRACT FOR

Pavement Marking & Recessing Services

Full Name of Contractor Superior Road Striping ("Contractor")
Principal Office Address 225 Miles Parkway, Bartlett, IL 60103
Local Office Address 225 Miles Parkway, Bartlett, IL 60103
Contact Person Brian Patterson Telephone Number 630-293-0026

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

Contractor warrants and represents that Contractor has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents which are securely stapled to the end of this Contract.

1. Work Proposal

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

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

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

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

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

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

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

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

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

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

2. Contract Price Proposal

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

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

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

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

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

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

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

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

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

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

3. Contract Time

If this Contract is accepted, Contractor proposes and agrees that Contractor shall commence the Work within 10 days after Owner's acceptance of the Contract provided Contractor shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Contractor proposes and agrees that Contractor shall perform the Work diligently and continuously and shall commence the Work on or around June 1, 2025 and terminate on October 31, 2025. In the event this contract is renewed for additional years, the contract time shall be adjusted to reflect these same dates for each respective year.

4. Financial Assurance

A. Bonds. Contractor shall furnish such bonds as required in Attachment A,.

B. Insurance. If this Contract is accepted, Contractor proposes and agrees that Contractor shall provide certificates of

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Contractor's Representations and Warranties

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

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

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

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

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

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

7. Acknowledgements

In submitting this Contract, Contractor acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in

exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

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

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

Dated: June 2nd, 2025.

Contractor's Status: (X) _____ Corporation () _____ Partnership ()
Individual Proprietor
(State) Illinois (State)

Contractor's Name:

Superior Road Striping, Inc.

Doing Business As (if different):

Signature of Contractor or Authorized Agent:

Brian Patterson

(corporate seal)
(if corporation)

Printed Name: Brian Patterson

Title/Position: Director of Contracts and Administration

Contractor's Business Address:

225 Miles Parkway, Bartlett, IL 60103

Contractor's Business Telephone: 630-293-0026

Facsimile:

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

NAME	TITLE	ADDRESS
Joe Conlon	President	
Dennis Verdico	Chief Financial Officer	
Ted Patton	Treasurer	

ATTACHMENT A: SPECIFICATIONS

- 1. Incorporation of All Existing Terms and Conditions:** This contract fully incorporates all terms, conditions and other miscellaneous requirements and provisions as outlined in original joint bid and contract attached as Attachment B except as otherwise modified in the Village's Contract and these Specifications.
- 2. Pricing:** Unit pricing shall be as outlined in the pricing matrix attached as Attachment B. It is expressly understood that the Contractor's proposed unit pricing for all items and services in 2025 shall be as outlined in the Suburban Purchasing Cooperative's renewal documents.
- 3. Renewals:** As outlined in the Suburban Purchasing Cooperative's attached agreement, this agreement shall have two one-year extensions (for calendar years 2026 and 2027) to be exercised at the Village's sole discretion. If this contract is renewed, the pricing for each renewal shall be as outlined in the Suburban Purchasing Cooperative's renewal documents for each applicable year.

ATTACHMENT B



REQUEST FOR PROPOSAL (RFP) #229

**Selection of a Vendor to Provide
Thermoplastic Lane Marking Material & Labor**

Initial Release Date: February 26, 2024

**Suburban Purchasing Cooperative
Request for Proposal #229
2024 Thermoplastic Road Marking Program**

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**Suburban Purchasing Cooperative
Request for Proposal #229
2024 Thermoplastic Road Marking Program**

General Conditions and Instructions to Bidders

Proposals due no later than Monday, April 18, 2024

Time: 10:00 A.M.

The Suburban Purchasing Cooperative (SPC) will receive proposals by the set date and time for the joint purchase of **Thermoplastic Lane Marking**.

The general terms and conditions that follow apply to all Bid Requests and Bids accepted by the Suburban Purchasing Cooperative (SPC) unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids. Failure to do so will be at the Bidder's own risk. Submission of a Bid assumes that the Bidder has become familiar with all conditions and intends to comply with them unless otherwise noted.

The award for these Bids goes to the lowest responsive, responsible Bidder unless SPC decides it is in its best interest to do otherwise.

Definitions:

"Bidder(s)" means that individual, partnership or legal entity that submits a Bid in response to one or more Bid Requests by SPC.

"Bid(s)" means an offer or proposal tendered in response to a Bid Request.

"Bid Requests" means one or more requests for proposal ("RFP"), request for quote ("RFQ") or invitation for bids ("IFB"), issue or made by SPC.

"Contract" means these general terms and conditions, the terms and conditions of the applicable Bid Requests, and the terms of the applicable successful Bid.

"Contractor" means the successful Bidder of a Bid Request as determined by SPC pursuant to the terms hereof.

1. SUBMISSION OF BIDS

All Bids must be submitted on the forms provided or formats specified in the Bid Request documents. All documents must be properly signed, typed in the proper spaces, and delivered to the **Suburban Purchasing Cooperative, c/o Northwest Municipal Conference, 1600 East Golf Road, Suite 0700, Des Plaines, Illinois, 60016** and emailed to **edayan@nwmc-cog.org** before the specified Bid Request opening date and time. The following information must appear on the face of the envelope: Bidder's name, address, subject matter of the proposal, date of Bid opening and hour designated for Bid Request opening as shown in the notice. The bid opening shall be conducted via Zoom.

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Any bidder debarred by the State of Illinois Department of Labor (IDOL) or previously debarred by Suburban Purchasing Cooperative (regardless of being pre-qualified by IDOT) will not be allowed to bid according to the terms in XXXI. DEBARMENT.

Bidders must quote on all items appearing on the "MATERIAL PROPOSAL." Failure to bid on an item may disqualify bids. Bids presented in terms other than those described on the MATERIAL PROPOSAL may disqualify bid.

2. INVESTIGATION AND INTERPRETATION OF BID REQUEST DOCUMENTS

It shall be the responsibility of the Bidder to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Bid Request. This includes, but is not limited to, a review of the Instructions to Bidders, Special Provisions, General Conditions, Specifications, Plans, Drawings, Attachments, Contract, and Bond Requirements. No plea of ignorance by the Bidder of conditions that exist, or that may hereafter exist, as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of SPC or the compensation to the Bidder.

It is the responsibility of all Bidders to examine the entire Bid Request package and seek clarification of any requirement that may not be clear and check all responses for accuracy before submitting a Bid.

All stated quantities represent an estimate of the quantity of the work to be done and/or materials to be ordered. Quantities are given as a basis for comparison of Bids to determine the awarding of the Contract. SPC does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. By its submission of a Bid, the Bidder accepts that the quantities stated are estimates only and agrees that SPC will not be bound to such estimate. SPC reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of SPC.

Any interpretation, correction or change of the Bid Request will be made by addendum. Interpretations, corrections and changes to the Bid Request documents made in any other manner will not be binding. The Bidder shall not rely upon verbal interpretations, corrections, and changes, and should submit its inquiry in writing, via e-mail, to the Purchasing Director at edayan@nwmc-cog.org and request written clarification in the form of an addendum. All addenda will be emailed to prospective bidders. IT IS THE RESPONSIBILITY OF THE BIDDER TO CHECK WITH THE PURCHASING DIRECTOR VIA E-MAIL FOR THE MOST CURRENT AMENDMENTS.

The Purchasing Director will not be responsible for verbal clarifications, and if any are provided, they shall not be binding upon SPC.

Negligence in preparing a Bid confers no right of withdrawal after such time that a Bid is accepted.

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All work must be performed according to manufacturer's stated recommendations. If those recommendations conflict with any of the stated specifications, those issues should be addressed in writing to the Purchasing Director prior to submitting a Bid. If the manufacturer's recommendations include required services not listed within the specifications, those required services must be considered as part of SPC's requirements and specifications, and proposals should include said manufacturer's recommended services. In addressing issues, they should be in writing, addressed to the Purchasing Director prior to submitting a Bid. Questions for the Purchasing Director must be submitted via email.

All work to be performed shall be consistent with, and conform to, the prevailing industry performance standards.

Any reference in a Bid Request to a manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended only to indicate articles that will be satisfactory and is not intended to restrict competition. Bids on other makes and catalog numbers will be considered, provided each Bidder clearly states exactly what is proposed to be furnished. Unless so stated in the Bid, it shall be understood that Bidder intends to furnish items identified and does not propose to furnish an "equal". The Purchasing Director hereby reserves the right to approve as an "equal," or to reject as not being an "equal," any article the Bidder proposes to furnish which contains major or minor variations from specification requirements, but which may substantially comply therewith.

Bidders who want to Bid on items that deviate from the Bid Request's specifications, which they believe are equivalent, may submit alternative Bids. However, ALTERNATIVE BIDS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The alternative Bid must be accompanied by complete specifications, drawings, etc., and shall be delivered or electronically transmitted to that individual identified in the Bid Request. Bidders wishing to submit a secondary Bid must submit it as an alternate Bid. Only one Bid per envelope or online submission. Only one alternate Bid may be submitted by a Bidder.

SPC shall be the sole, exclusive and final judge, unequivocally, about whether any substitute is of equivalent or of better quality. SPC's decision in such a matter is final, shall be binding upon the Bidder, and will not be subject to review or appeal by any person, firm or corporation. When descriptive literature, catalogs, or other attachments are in conflict with the Bid Request, the language in the bid document will prevail.

3. CORRECTIONS TO BID REQUESTS

Bidders shall promptly notify SPC of any ambiguity, inconsistency, or error which they may have discovered upon examination of the Bid Request, provided they are discovered prior to the opening of the Bid. Interpretations, corrections, and changes to the Bid Request will be made by addendum only. Interpretations, corrections, or changes made in any other manner will not be binding.

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4. RECEIPT OF BIDS

Mailed or delivered and emailed Bids must be received at the Northwest Municipal Conference (NWMC) office before the designated date and time and will be kept secure and unopened until the designated date and time. No Bid received after the Bid Request opening date and time will be considered.

5. LATE BIDS

No Bid which is received after the Bid Request opening date and time specified will be opened or considered. Bids arriving after the specified date and time, whether sent by mail, courier, or in person, will not be accepted. These Bids will either be refused or returned unopened. It is the Bidder's responsibility for timely delivery despite the methods used. Mailed Bids that are delivered after the specified date and hour will not be accepted despite post-marked time on the envelope.

6. CATALOGS & PRODUCT INFORMATION

Each Bidder shall submit, where necessary, or when requested by the Purchasing Director, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work proposed to be furnished. Failure to provide such information as required may result in Bid disqualification.

7. COMMUNICATION AND NOTICES REGARDING THE BID REQUEST

Any communications regarding the Bid Request should be made by e-mail or other written communication, directed to the Purchasing Director at edayan@nwmc-cog.org. All notices from the Purchasing Director shall be given in writing via email. It is the Bidder's sole responsibility to check with the Purchasing Director for communication and notices.

9. QUOTED PRICES

- A. All quoted prices contained in a Bid Proposal shall be binding upon the Bidder if such Bid is accepted by SPC as the winning Bid. All such quoted prices shall be deemed incorporated into and made a part of the Contract by reference. Product costs are based on Bidder's Bid price and shall represent the entire cost in accordance with the Bid Request specification documents and once a Bid is awarded no subsequent claim will be recognized for any increase in wage scales, material prices, cost indexes, or any other rates affecting the industry or the project during the term of the Contract.
- B. Unit prices shall be shown for each unit on which there is a Bid. The unit price will govern in cases of inconsistencies, and it will be extended to reflect the correct total price. Unit and/or extended prices will not include any freight, shipping, handling charges or taxes. If applicable, freight and/or shipping charges should be shown as a separate line item.

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- C. Contractor guarantees product costs against any increases from date the Contract is accepted, and Bidder's Bid is executed.
- D. Contractor agrees to share cost reductions with SPC. If prices are decreased, SPC contract participants will be credited for the difference in cost for all material ordered within 60 days of the date of the price decrease. All unshipped products will be billed at the lower cost.

10. DISCOUNTS

Bidders shall provide prompt payment discounts as set forth in the Bid Request. When cash discounts are offered, the discount date shall be figured from the date of receipt or invoice to SPC contract participants, whichever is later. Prompt payment discounts may be a consideration in the award of the Contract.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn at any time prior to the scheduled Bid Request opening or cutoff date. Requests to withdraw a Bid shall be in writing, properly signed and received by the Purchasing Director prior to the Bid Request opening.

Bids may not be withdrawn after the Bid Request cutoff date or opening without the approval of the Purchasing Director. After the opening, the Bidder cannot withdraw or cancel its Bid for a period of sixty (60) calendar days.

12. CONSIDERATION OF BID

SPC reserves the right not to award a Contract to any person, firm or corporation that is in arrears or is in default to SPC, or any of its contract participants, upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to SPC or had failed to perform faithfully any previous contract with SPC or any of its entities.

The Bidder, if requested, shall present, within 48 hours, evidence satisfactory to SPC of performance ability and possession of necessary facilities, financial resources and adequate insurance to comply with the terms of the Bid Request specifications and Contract documents.

13. AWARD OR REJECTION

SPC reserves the right to reject and/or award any and all Bids or parts thereof and to waive formalities and technicalities according to the best interest of SPC.

SPC will accept one or more of the Bids or reject all Bids within sixty (60) days or within ninety (90) days where approval by other agencies is required, from date of opening of Bids, unless the lowest responsive Bidder, upon request of SPC, extends the time of acceptance. Any Bid -submitted will be binding for twelve (12) months after the date of the award unless otherwise noted.

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Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the Bid Request. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of SPC of the compensation to the Contractor.

ANY EXCEPTIONS NOT TAKEN BY THE BIDDER SHALL BE ASSUMED BY SPC TO BE INCLUDED.

Under the conditions of the Uniform Commercial Code, the signing of the Bid by the Bidder constitutes an "offer". If approved by SPC Governing Board, the Bid becomes part of a Contract.

14. TIE BIDS

A tie bid exists when two or more bidders offer products and/or services that meet all specifications, terms and conditions at identical prices, including discounts offered. In such case, a tie bid will be broken by the following methods in descending order of preference:

- A. The bids shall be re-bid with the lower bid receiving the contract.
- B. If there are still tied bidders, then a coin toss by the NWMC Purchasing Director shall decide the bidder to whom the contract shall be awarded. Tie bidders shall be offered the opportunity to attend the coin toss but need not be present.

15. TAXES

SPC is exempt by law from paying Federal, State and Village Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. Each participating entity will supply the Contractor with their purchaser's tax-exempt numbers.

16. CONTRACT ALTERATIONS

No amendment of a Contract shall be valid unless made in writing and signed by SPC and Contractor(s).

17. REQUIREMENTS OF SUCCESSFUL BIDDER

The successful Bidder, within ten (10) days after notification of the award shall: (a) enter into a Contract in writing with SPC covering all matters and issues as are set forth in the Bid Request specifications; and (b) carry insurance acceptable to SPC covering public liability, property damage and worker's compensation, or performance bond and payment bonds when required.

18. COMPLIANCE WITH ALL LAWS

All work under the Contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

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19. NON-ASSIGNABILITY

The Contractor shall not assign the Contract, or any part thereof, to any other person, firm or corporation without the previous written consent of SPC Governing Board. Such assignment shall not relieve the Contractor from its obligations or change the terms of the Contract.

20. INDEMNITY

The Manufacturer shall indemnify, save harmless and defend SPC, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense SPC may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of or relating to any act, omissions or the operations of Manufacturer under the Contract, including operations of its employees and subcontractors, and the Manufacturer shall, at its own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against SPC in any such action, the Manufacturer shall, at its own expense, promptly satisfy and discharge same. The Manufacturer expressly understands and agrees that any performance bond or insurance protection required by a Contract, or otherwise provided by Manufacturer, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend SPC as herein provided.

It is the Manufacturer's responsibility to ensure that all products comply with all federal, state and local laws and regulations affecting the manufacture, distribution and labeling of merchandise.

Manufacturer is required to take full responsibility for their products and protect SPC from any claims or lawsuits which may occur as a result of the use of their product(s) by SPC contract participants.

Manufacturer agrees to indemnify, defend and save SPC, its contract participants and all users of the product(s) harmless from any and all claims, actions, lawsuits, liabilities, losses, damages, costs and expenses (including attorney's fees) arising from or alleged to arise from any or all of the following:

- A. Actual or alleged infringement of any patent, trademark, copyright or any similar right, or any claim of unfair competition in connection with the product and shall promptly notify SPC thereof.
- B. Actual or alleged death or injury to any person, damage to any property or any other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in the product, whether latent or patent, including actual or alleged improper construction or design of the products or the failure of the

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products to comply with specifications or any express or implied warranties of the Manufacturer; and

- C. Actual or alleged violation by the products, or their manufacture, possession, use or sale, of any law, statute or ordinance or any governmental administrative order, rule or regulation.
- D. All agreements of indemnity herein shall survive acceptance of product and termination of the Contract.

21. INSURANCE

In submission of a Bid, the Bidder certifies that it has all insurance coverage required by law or would normally be expected for Bidder's type of business. In addition, the Bidder is certifying that the following minimum is in place:

<u>Type of Insurance</u>	<u>Liability Limits Each Occurrence</u>	<u>Liability Limits Aggregates</u>
General:		
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Contractual Liability:		
Broad Form	\$1,000,000	\$2,000,000
Automobile:		
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000

The insurance must include non-owned, hired or rented vehicles, as well as owned vehicles.

Insurance: Insurance Company must have a Best Rating of AV or better.

<u>Workers Compensation</u>	<u>Statutory for Illinois</u>
Employer's Liability	\$1,000,000

It is required that the Contractor supplies SPC with certificate evidence of insurance.

Note: The Bid Request specifications may require higher limits or additional types of insurance coverage than shown above and the Contractor may be required to furnish a certificate of proof of insurance coverage.

The Contractor agrees to grant SPC an "additional insured" status on all applicable insurance policies and said policies will not be canceled unless SPC is provided thirty (30) day prior written notice. Nothing contained in the insurance requirement shall be construed as limiting the extent of the Contractor's responsibilities for payment of damages resulting from Contractor's, its employees or subcontractor's acts, omissions or operations under the

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Contract. If so required by the Bid Request, the Contractor shall have all of its contract participants added as "additionally insured" on all applicable insurance policies.

A new Certificate of Insurance and Broad Form Vendor's Endorsement must be provided to SPC each year prior to the expiration of the Product Liability policy. This annual obligation remains in force for as long as Contractor continues to offer products or services under the Contract.

22. NON-DISCRIMINATION

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1 – 101, et seq. (2000), as amended, and any rules and regulations promulgated in accordance therewith, including but not limited to, the Equal Employment Opportunity Clauses, 5 Il. Admin. Code § 750A. The Contractor shall also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/01 et seq. (2000), as amended.

It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate or classify their employees or applicants for any individual or employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq. (2000), as amended.

23. DEFAULT

In case of default by the Contractor, SPC will procure articles or service from other sources and hold the Contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

SPC may terminate the whole or any part of the Contract in any one of the following circumstances:

- A. If the Contractor fails to make delivery of materials or to perform services within the time specified in this proposal; or
- B. Fails to make progress so as to endanger performance of the Contract, or
- C. Fails to provide or maintain in full force and effect, liability and indemnification coverage if required.

24. SPECIAL CONDITIONS

Wherever special conditions are written into the Bid Request specifications or special provisions which are in conflict with conditions stated in the instructions to Bidders, the conditions stated in the specifications or special provisions shall take precedence.

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25. FAVORED NATIONS CLAUSE

In the event the Contractor introduces a program with more favorable terms than those available to customers of similar status to SPC or its contract participants, the Contractor shall immediately make that program available to SPC and its contract participants.

26. PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract.

27. REGULATORY COMPLIANCE

The Contractor shall submit a Material Safety Data Sheet (MSDS) prior to or at the time of delivery if any toxic substance is contained in the product per Public Act 83-240, OSHA standards or any other applicable law.

All applicable portions of the Uniform Commercial Code shall govern the Contract between the Contractor and SPC.

28. SPECIAL HANDLING

Prior to delivery of any material which is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery.

29. SPC PRICING FOR NON-PROFIT AGENCIES

The Contractor shall submit SPC pricing to any non-profit agency that is approved by SPC. In addition, it must be clearly designated and presented as SPC pricing.

30. ADDENDA

Addenda are written instruments issued by SPC prior to the date for receipt of Bids which modify, or interpret the Bid Request by addition, deletions, clarifications, or corrections.

Prior to the receipt of Bids, addenda will be emailed to prospective bidders. IT IS UP TO THE BIDDER TO CHECK WITH THE PURCHASING DIRECTOR FOR THE MOST CURRENT AMENDMENTS.

31. FORCE MAJEURE

Neither party shall be liable for any delays in performance caused by Acts of God, civil or military authority, fires or other circumstances beyond their reasonable control.

32. JURISDICTION

Finally, the parties agree that the Contract is subject to and shall be interpreted under the internal laws of the State of Illinois, without regard to its conflict of laws provision. By executing the Contract, both parties agree to be subject to the jurisdiction of the courts of the County of Cook in the State of Illinois. The parties also agree that should any litigation be

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commenced between the parties concerning any provision of the Contract or the rights and duties hereunder, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in such proceeding, to reasonable sum from the non prevailing party for attorneys' fees.

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Special Conditions

I. Intent

The intent of this Request for Proposal (RFP) as it is issued by the Suburban Purchasing Cooperative (SPC) is to secure pricing quotations from qualified vendors as it relates to the procurement and delivery of material and labor for Thermoplastic Lane Marking under the joint purchasing program. The SPC does not guarantee any quantities purchased associated with this RFP. No additional compensation will be allowed to the awarded vendor for any adjustments of quantities.

The SPC represents over 144 municipalities and townships in the Chicago land region. The following entities are eligible to participate in the SPC joint purchasing programs: Municipalities, Townships, Counties, Fire Protection Districts, Park Districts, Libraries, School Districts and Non-Profit Organizations.



II. Billing

All billings shall be directed to the ordering agency. Billings shall only contain prices that are consistent with those in this contract. The Contractor will handle all billing directly, charging the prices accepted in the proposal. The price shall also include the SPC 4% Administrative fee. The SPC and participating municipalities are exempt from all state and local taxes. ←

This work will be paid for the contract price (per foot) for "THERMOPLASTIC PAVEMENT MARKING AND/OR TAPE – LINE 4 IN., 6 IN., 12 IN. and 24 IN." and (per square foot) for "THERMOPLASTIC PAVEMENT MARKING – LETTERS AND SYMBOLS", and (per square foot) "THERMOPLASTIC PAVEMENT MARKING REMOVAL." Double lines shall be measured as separate lines.

III. SPC Administrative Fee & Quarterly Reports

The Northwest Municipal Conference (NWMC) is responsible for the development, execution, and general contract administration of the SPC. The NWMC is compensated for program costs it incurs through payment from the vendor, in the amount of a 4% administrative fee. This fee shall be paid directly by the vendor to the SPC on a quarterly basis with a quarterly usage report. This is not an additional fee to be paid by the ordering entity. The SPC shall not be responsible for any non-payment by any participating agency. Each individual participant's agency shall be responsible for insuring delivery of product and work, receipt, and payment of vendor invoices, as well as for the resolution of disputes between the vendor and the member agency. Payment for the SPC administrative fees shall be sent to the NWMC Purchasing Director at 1600 East Golf Road, Suite 0700, Des Plaines, IL 60016. Payment shall be received by the NWMC within one month of the end of each fiscal quarter as follows:

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Quarter 1: May 1 – July 31; payment due by August 31
Quarter 2: August 1 – October 31; payment due by November 30
Quarter 3: November 1 – January 31; payment due by February 28
Quarter 4: February 1 – April 30; payment due by May 31

IV. Quarterly Report

The vendor shall provide the NWMC Purchasing Director a quarterly usage report on an Excel spreadsheet detailing which municipalities work has been completed and the surface existing type, length, width, monetary amount for each order, and SPC administrative fee earned, via email to edayan@nwmc-cog.org.

V. Right to Audit

The SPC/NWMC reserves the right to audit the SPC vendor's administrative fee reports at any time for the duration of the contract and for a period of up to two years after the end of the contract or after final payment of administrative fees due under the contract. The right to audit shall include any subcontractors engaged by the vendor. The audit may be conducted utilizing SPC/NWMC staff through a contracted auditing firm. SPC/NWMC has the right to inspect the books/records/reports/documents of the firm at any time with reasonable notice (reasonable may be 3 days notice, not during a holiday or weekend, during normal business hours, etc). The vendor will make reasonable arrangements in order to conduct the audit. The contractor agrees to fully cooperate in the inspection of its books, records, documents, and reports by making them available for inspection at the date and time requested by the SPC/NWMC. In addition, the contractor will provide copies of any documents if requested by the SPC/NWMC.

In addition to collecting any outstanding administrative fees due to the SPC/NWMC, the SPC/NWMC further reserves the right to assess fees and liquidated damages, including but not limited to recovery of mutually agreeable fees to conduct the audit as well as a negotiated interest rate calculation, against the vendor to recoup the costs of the audit and the cost due to any underreporting of administrative fees due to the SPC/NWMC. The vendor shall remit all fees and liquidated damages due to the SPC/NWMC within sixty (60) days following the close of the audit.

VI. Participating Municipalities

A. The entities listed below participated in the SPC Contract in FY24, including, but not limited to:

Brookfield	Fox River Grove	New Lenox Township	River Forest
Buffalo Grove	LaGrange	Oak Park	Rolling Meadows
Carol Stream	Lake in the Hills	Park Ridge	Romeoville
Deerfield	Lincolnwood	Plainfield	Streamwood
			Vernon Hills

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The listing of agencies on the attached Estimated Quantity by Municipality identifies the participating agencies and the FY24 quantities of the type and amount of thermoplastic lane markings they plan utilized. These totals are summarized by category in the "SCHEDULE OF PRICES" section of this RFP.

- B. Municipalities may increase or decrease their quantities based on the total dollar amount for the contract. No additional compensation will be allowed to the contractor for any adjustment of quantities.
- C. The vendor must agree to provide all lane marking to the participating agencies during the term of the contract at prices quoted herein.
- D. The vendor must agree to provide lane marking to any and all eligible entities requesting to participate in the SPC contract during the term of the contract at prices quoted herein.

VII. Specifications

Bidder agrees to meet or exceed specifications as specified in Illinois Department of Transportation 2024 Standard Specifications for Road and Bridge Construction, specifically adhering to Division 700 Work Zone Traffic Control and Protection, Signing, and Pavement Marking. [2024 Illinois Highway Standards for Traffic Control Published.pdf](#)

VIII. Service Specifications

A. Definition of Terms

- 1. Whenever the term "Owner" appears in the following provisions it shall be construed to mean NWMC on behalf of the SPC and its duly authorized representatives and the municipalities that are participating in the contract and their duly authorized representatives.
- 2. Whenever herein the term "Director" is used it shall be construed to mean the Director of Public Works or his or her designated representative of the municipality on which the work specified herein is performed.
- 3. Whenever herein the term "Contractor" is used, it shall be construed to mean the company or individual to whom the contract is awarded and its superintendents, workers, agents, or assignees.
- 4. Whenever herein the term "Work" is used it shall be construed to mean all phases of the operations required to completely perform all parts of the work as described in the specifications.

B. Control and Inspection of Work

All work performed by Contractor shall be done in conformance with the specifications of this document and directions of the Director of the jurisdiction in which work is being conducted. The specifications of this document take precedence unless the Contractor,

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Director and the SPC agree otherwise. Any work or material that is not found to meet specifications shall be redone or replaced at the Contractor's expense.

C. Notice to Director

Contractor shall notify Director of a municipality at least three (3) business days in advance of the commencement of work in a municipality with a start date and time. Director may require a "pre-work" meeting with Contractor.

D. Supervisor at the Work Site

Contractor shall at all times have a foreman on the work site(s) that is fluent in the English language and who has full authority to act for Contractor and is able to receive and execute orders from representatives of the jurisdiction in which work is being conducted.

E. Pre-Construction Meeting

The SPC requires that a pre-construction meeting be held between the Contractor, an SPC representative and SPC membership involved with the Thermoplastic Lane Marking Program.

F. Provision of Schedule

The Contractor shall furnish a tentative schedule to both the participants and the NWMC Purchasing Director in advance of the pre-construction meeting, but no later than May 8, 2020. At minimum, a final schedule will be submitted at the pre-construction meeting or before the first day of work.

G. Contractor Provision

The contractor shall provide a local contact name, local phone number and email address.

H. Sequence and Speed of Work

1. Consecutive Weather Permitting Days

Unless instructed otherwise by Director of the municipality in which work is being performed, work shall continue within a municipality on all consecutive weather-permitting non-holiday weekdays until the contract limit for the municipality has been reached, or the Director indicates work is to end. Work hours shall be limited to 7:00 A.M. through 5:00 P.M.

2. Inclement Weather

It is the contractor's responsibility to provide proof of inclement weather conditions by providing the numbers of days of rainfall, low temperatures, snow, as well as the number of given days where the application of Thermoplastic Lane Marking was not possible.

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Abnormal Rainfall is defined as the 10 years' maximum monthly rainfall for the counties of Cook, DuPage, Kane, Lake and McHenry counties. The qualifying date for abnormal rainfall is the date when cumulative rainfall for a given month exceeds the 10-year return for the month for any given county.

Proof of inclement weather shall be provided by obtaining information from the National Weather Service Chicago IL office website at: <https://www.weather.gov/lot/?n=forecasts>.

A list of reporting weather stations is available at: <http://www.weather.gov/climate/xmacis.php?wfo=lot>. Select product "Daily Data for a Month" and then select the appropriate location.

The Contractor shall present a claim to the NWMC Purchasing Director for delays and if chosen, a request for extension of time to complete the contract. The extension of time will be granted by the NWMC Purchasing Director.

I. Target Completion Goals

May 20, 2024	10% of contract
June 20, 2024	30% of contract
July 20, 2024	50% of contract
August 20, 2024	70% of contract
September 30, 2024	100% of contract

Unless an extension has been requested and granted due to inclement weather, the target dates shall be met by the contractor. If the contractor fails to meet the specific target goal percentages for a given month, the NWMC Purchasing Director will immediately notify the awarded contractor's bonding company. If, after 30 days, the contractor is still found to be non-compliant with the target completion goals, the SPC Governing Board reserves the right to cancel the contract and award the project to the next lowest bidder of record for 2020.

J. Completion of Work

All work required by this contract shall be completed during the period of April 15, 2024 to September 30, 2024 in compliance with the **2024 Illinois Department of Transportation Standard Specifications**. The Provisions of Article 108.09 (page 57-8 shall be strictly adhered to if the contractor fails to complete the required work before September 30, 2024, unless a later date is requested at the direction of the participating agency.

K. Protection of Public and Private Property

Contractor shall take precautions to avoid damage to public or private property during all stages of the contractor's work. Contractor is monetarily responsible for any damage to public or property in their performance of the contract.

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L. Removal of Old Thermoplastic Pavement Markings

Contractor shall remove old thermoplastic markings before applying new material when requested by the Director. Removal shall be paid for on a square foot basis as included in the Schedule of Prices.

M. Traffic Control

The contractor shall obtain, erect, maintain and remove all signs, barricades, flag persons, and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the Director and in accordance with applicable part of Article 107.14 of Standard Specifications and the Illinois Manual on Uniform Traffic Control devices for Streets and Highways. All traffic protection will be considered incidental to the cost of the Contract and will not be paid for separately.

N. Overnight Storage of Equipment and Condition of Work Sites

Work site shall be restored to an orderly condition with no loose debris and materials neatly arranged at the end of each workday. Contractor will comply with Director's instructions concerning overnight storage. Municipalities may provide contractor with temporary overnight storage. The SPC and the municipality do not assume responsibility for materials and equipment stored; contractor takes full responsibility.

IX. Legal Considerations & Compliance with Laws

All work performed by Contractor that is associated with the fulfillment of this contract shall conform to the terms of the document and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction where document is silent.

Contractor will also comply with all federal, state, and local laws, all rules and regulations, orders and decrees of any court, administrative body or tribunal that affect the performance of the contract. A partial list of applicable laws includes the Illinois Toll Highway Act, Workers Compensation Laws, Fair Labor Standards Act, Minimum Wage and Prevailing Wage. Pleas of misunderstanding or ignorance thereof will not be considered.

- A. Collusion:** The BIDDER certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the BIDDER has not colluded conspired, connived or agreed, directly or indirectly, with another BIDDER, VILLAGE employee or any person, to fix the bid price submitted by the BIDDER or any other BIDDER, and agrees to indemnify the VILLAGE for any losses sustained by it due to illegal actions of the BIDDER. He also certifies that the BIDDER, its agents, owners, officers or employees have not been convicted or pleaded nolo contendere to bribery, bid rigging, pricing fixing or defrauding a unit of

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government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code.

- B. Sexual Harassment Policy: The BIDDER certifies that the firm has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Illinois Human Rights Act. 775 ILCA 5/1-105 et. seq.
- C. Tax Payments: The BIDDER certifies that the BIDDER is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
- D. Fair Employment Practices: The BIDDER assures the VILLAGE that he is an "Equal Opportunity Employer" as defined by federal and state laws and regulations. He agrees to comply with the Illinois Employment Practice Commission Equal Opportunity clause as required by Article 11 of the Illinois FEPC Rules and Regulations, which is considered to be part of any contract or purchase agreement. The clause is reprinted below:

ILLINOIS EQUAL OPPORTUNITY CLAUSE

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without

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discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service.

- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

E. Preference to Illinois Citizens Act

The *Preference to Illinois Citizens Act*, also known as the *Employment of Illinois Workers on Public Works Act* is not enforceable unless Illinois has an **excessive unemployment** rate of over 5%. According to the United States Bureau of Labor Statistics, the current **(October 2023)** rate of unemployment in Illinois is listed at **4.7%**. The SPC shall enforce the Preference to Illinois Citizens Act at this time and does reserve to right to enforce the Act whenever applicable.

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**ACT 570. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS
ACT-ILLINOIS COMPILED STATUTES: 30 ILCS 570/1-7.**

5701/1. Definitions

§ 1. For the purpose of Article 2 of this Act, the following words have the meaning ascribed to them in this section.

"Illinois laborer" refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

"A period of excessive unemployment" means any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment figures.

570/2. Application of Act

§ 2. Article 2 of this Act applies to all labor on public works projects or improvements, including projects involving the clean-up and on-site disposal of hazardous waste, but excluding emergency response or immediate removal activities, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

570/3. Public Works Projects-Employment of Illinois laborers

§ 3. Whenever there is a period of excessive unemployment in Illinois, every person who is charged with the duty, either by law or contract, of constructing or building any public works project or improvement or for the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision, municipal corporation or other governmental unit thereof shall employ only Illinois laborers on such project or improvement, and every contract let by any such labor be used: Provided, that other laborers may be used when Illinois laborers are not available, or capable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

570/4. Non-resident executive and technical experts

§ 4. Every contractor on a public works project or improvement in this State may place on such work a regularly employed non-resident executive and technical experts, even though they do not qualify as Illinois laborers as defined in Section 1 of Article 2 of this Act.

570/5. Rules and Regulations-Bidding notice

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§ 5(a). In all contracts involving the expenditure of federal aid funds in relation to a public works project or improvement, Article 2 of this Act shall not be enforced in such manner that conflicts with any federal statutes or rules and regulations.

570/6. Violation-Penalty

§ 6. Any person who knowingly fails to use Illinois laborers as required in this Act, shall be guilty of a Class C misdemeanor. Each separate case of failure to use Illinois laborers on such public works projects or improvements shall constitute a separate offense.

570/7. Enforcement

§ 7. Article 2 of this Act shall be enforced by the Department of Labor, which as represented by the Attorney General, is empowered to sue for injunctive relief against the awarding of any contract or the continuation of any work under any contract for public works or improvements when the provisions of Articles 2 of this Act are not being met.

X. Failure to Meet Contractual Obligations

If the vendor is unable to meet its contractual obligations within a reasonable time determined by the SPC for any reason including strikes and acts of God, as set out in the contract documents, then the SPC, at its option, may secure materials and/or services from any other available source and any difference in price shall be a liability of the vendor and payment of any differential shall be under such terms and conditions which the SPC, in its sole discretion, the most practical and cost effective method of supply available to obtain the material.

XI. Cancellation

The Suburban Purchasing Cooperative (SPC) reserves the right to terminate this contract at any time and for any reason during its period of performance upon giving thirty (30) days written notice to the vendor of such cancellation. The award vendor may terminate this contract at any time and for any reason during its period of performance upon giving sixty (60) days written notice to the NWMC Purchasing Director. Parties agree to meet and confer promptly in the event of any discrepancy or concern. In the event termination notice is served, the awarded vendor and participating ordering agencies of this program shall continue to honor the terms of this contract until each participating ordering agency's existing contract with the awarded vendor has expired.

XII. Term of Contract

Contract shall be in force for one year from the date of the contract award, provided terms of the contract are honored and the right to terminate described in section five above has not been exercised. All confirmed orders will be protected under this contract until delivered to the participant. The SPC reserves the right to extend the contract for up to (3) three additional one-year terms upon mutual agreement of both the vendor and the Conference

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on a negotiated basis. *The vendor must hold bid prices constant for the first year of the contract.* If a contract extension is exercised, the vendor must provide written documentation from the manufacturer proving any price increases and/or decreases for items originally bid on. In no event shall the term plus renewals exceed four (4) years.

XIII. References

Bidding vendors shall provide (5) five references from current purchasers (Appendix A).

XIV. Vendor Qualifications

Vendor shall provide a general history, description and financial status of their company.

Vendor shall have owned and operated the business for at least five (5) years and must give evidence of the same.

The SPC reserves the right to visit and inspect the premises and operation of any vendor.

XV. Services

The awarded vendor shall assign (at minimum) one in-house customer service representative (salesperson) to handle all routine issues with regards to orders, deliveries, back-orders and invoices. The customer service (salesperson) shall be accessible by telephone during normal working hours, Monday through Friday.

XVI. Toxic Substances

Any toxic substances awarded, must have label securely affixed to each container and to each case with manufacturer's standard identification commercially type-set label which shall be in compliance with the Federal Hazardous Substances Labeling Act and applicable O.S.H.A. requirements. Label shall be in water resistant ink and be such that label will resist deterioration and remain legible throughout using period of contents.

The Label shall clearly indicate at least the following:

- Generic identification of contents
- Name and address of manufacturer
- Trade/brand name of product therein
- Manufacturer's directions for use in detail
- Warning statement and precautionary handling instructions
- Recommended antidotal action information as required
- Net contents in U.S. standard pounds, ounces, gallons or fluid ounces
- Active ingredient claims as required

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XVII. Toxic Substance Disclosure Law

It is a condition of this RFP, and/or any resulting order, that the vendor is required to furnish a Materials Data Safety Sheet for each toxic substance awarded. Such sheets shall accompany each shipment or be forwarded under separate cover at time of shipment to the user agency. Submission of Materials Data Safety Sheet is required by the Illinois Toxic Substances Disclosure to Employees Act (PA 83-240, ILL. Rev. STAT., CH48, PAR 1401 ET SEQ).

All such products shall be currently and properly on file with the Thompson Micro Medex Poisindex System, 6200 South Syracuse Way, Suite 300, Greenwood Village, CO 80111-4740, Phone (303) 486-6400.

XVIII. Program Promotion

The SPC and vendor shall promote and announce the onset of the SPC/awarded vendor program, and shall actively solicit participants (Municipalities, Townships, Schools, Libraries, Park Districts, Counties, and not-for-profits in Illinois). The awarded vendor will be allowed to send promotional materials to participants with prior written approval of the SPC. Mailings originated by the awarded vendor will be at their own expense. The awarded vendor agrees that any bids received by any municipal law enforcement agency be clearly noted as being a SPC contract price. The awarded vendor agrees to support and participate in SPC Vendor events.

XIX. Features

The awarded vendor shall have items available within the production capabilities of the manufacturer after the receipt of the order. The awarded vendor may refer calls and requests for pricing information related to this bid to the NWMC Purchasing Director, or at the expense of the awarded vendor, send out specification sheets by fax, email or mail.

XX. Unit Prices

Unit prices shall only be shown for the basic unit of measure and options indicated. Quoted prices shall be guaranteed for the term of the contract.

XXI. F.O.B. Point

Except as otherwise noted, basic unit prices are to be quoted to include delivery.

XXII. Ordering Procedures

Release orders are to be issued by the local governmental units which will issue orders for delivery on their own order form and in accordance with their needs.

XXIII. Delivery Conditions

All orders delivered to the local governmental units are required to be delivered in exact compliance with specifications. Failure to comply shall be considered grounds for the local governmental unit to seek remedy for the deficiency in line with the legal policies prevailing

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for their government as pertains to failure to make delivery under contract in conformance to specifications.

XXIV. Joint Purchasing Agreement

Illinois revised statutes, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorizes certain local governmental units and not-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statutes, 1989, CH. 127, PAR. 132.7-1, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly.

(30 ILCS 525/0.01) (from Ch. 85, par. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.)

(30 ILCS 525/1) (from Ch. 85, par. 1601) Sec. 1. For the purposes of this Act, "governmental unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. (Source: P.A. 86-769.)

30 ILCS 525/2) (from Ch. 85, par. 1602) Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive bids as provided in Section 4 of this Act. (Source: P.A. 87-960.)

Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited.

By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specifications and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

XXV. Reservation of Rights

The SPC reserves the right to take bids and buy outside of the contract for any orders, in the event the awarded vendor is unable to deliver for causes beyond his or her control and not the result of fault or negligence of the awarded vendor.

XXVI. Assignment of the Contract

No contract or release order issued under this contract shall be assigned, changed, or in any other manner disposed of without the written permission of the SPC.

XXVII. Manufacturer's Strike

In the event that a strike against an awarded vendor manufacturer is in effect for not less than forty-five (45) days, the SPC reserves the option to either re-bid the contract or award the existing contract to the next low bidder representing another manufacturer able to deliver the items within the allotted time as stated in the contract.

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XXVIII. Award of Bid

Basis of the award will be conformity to the specifications and is most advantageous to the SPC, the lowest total price for animal tags and motorcycle medallions exclusive of optional items, the meeting of the five-year in business requirement and the provision of the description and financial status of the company (Appendix B).

Reference checks will be performed and if found unsatisfactory by the NWMC Purchasing Director and the SPC Governing Board they shall be due cause for rejection of the bid. Recommendation of award will be made by the NWMC Purchasing Director, and the final determination of award will be decided by the SPC Governing Board.

XXIX. Proposal Guarantee

Winning Bidder shall submit a proposal guaranty within 2 working days of the award, payable to the Northwest Municipal Conference (NWMC) on behalf of the Suburban Purchasing Cooperative (SPC), in the amount of 5% of the total bid on the attached Material Proposal Form. The proposal guaranty is to be in the form of a CERTIFIED OR CASHIER'S CHECK. The proposal guaranty is forfeited to the NWMC if the vendor, in the sole estimation of the SPC, fails to honor the terms of this contract. The proposal guaranty will be returned to the vendor upon successful completion of the contract. A statement concerning bid rigging and bid rotating shall accompany bids.

XXX. Certified Payroll

The Prevailing Wage Act shall be followed,

<http://www.ilga.gov/legislation/ilcs/documents/082001300K4.htm>

(Public Act 094-0515) is amended by changing Section 5 of the Act as follows: (from Ch. 48, par. 39s-4).

While participating on public works, the contractor and each subcontractor shall:

- A. Make and keep, for a period of not less than three (3) years, records of all laborers, mechanics, and other worker's name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and
- B. **Submit monthly, in person, by mail, or electronically a certified payroll to the Suburban Purchasing Cooperative.** The certified payroll shall consist of a complete copy of the records identified in paragraph (a) of this subsection. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

(i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act 094-0515 and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows is false is a Class B misdemeanor. A general contractor

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is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor. **The Northwest Municipal Conference Purchasing Director, as the SPC representative, shall keep the records submitted in accordance with this paragraph (b) of Section (5) for a period of not less than three (3) years.** The records submitted in accordance with this paragraph (b) shall be considered public records, except an employee's address, telephone number and social security number, and made available in accordance with the certified payroll laws and regulations.

XXXI. Debarment

Prospective bidders may be barred from doing business with the Suburban Purchasing Cooperative for a period up to five (5) years including a minimum of one bidding cycle for a first-time offense with the approval of the SPC Governing Board. Second time offenders may be barred for a period up to ten years also with the approval of the SPC Governing Board. Barred vendors may appeal no later than 30 days after issuance of the decision by filing a written notice of appeal to the SPC Governing Board for consideration. The SPC Governing Board will review and provide a recommendation to the NWMC Executive Director. The Executive Director will make the final decision on the appeal.

Bidders may be barred for the following (non-inclusive):

- A. Breach (including anticipatory breach) of contract with the SPC or any governmental unit. Governmental unit is defined as any public authority in the State of Illinois which has the power to tax, or any other public entity created by statute. (30 ILCS 525/1) Illinois Governmental Joint Purchasing Act.
- B. The bidder being delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1
- C. A bidder who is barred from doing business with the federal government, the State of Illinois, or a unit of local government in Illinois, that has been found to be in violation of any federal or state statute or regulation concerning public contracting or the Illinois Officials and Employee Ethics Act, or who has failed to perform as required on a previous NWMC contract. Also, any vendor who appears on Illinois Department of Labor (IDOL) List of Prohibited Contractors Vendor Suspensions & Debarments (illinois.gov).
- D. Falsifying or misrepresenting manufacturer's specifications to appear responsive to a solicitation.

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- E. Conferring or offering to confer any gift, gratuity, favor, or advantage, present or future, upon any NWMC employee or SPC Governing Board member who exercises any "official responsibility" to negotiate and enter into contracts. It is not necessary that the offer be accepted by the employee/committee member, or even that the offer be made with intent to influence the employee/committee member in an official act.
- F. Failing to disclose a condition constituting a conflict of interest by any officer, director, owner, or partner of the vendor in a contract or purchase order awarded by the Conference, a unit of local government, or a state agency.
- G. Any fact indicating that the individual or firm is not a responsible vendor. A responsible bidder is defined as a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance (30 ILCS 500/1-15.80).
- H. Conviction of any criminal offense involving public contracting. Examples include, but are not limited to, bribery and knowingly making a false statement in regard to collusion of a Request for Proposals. Conviction for any of the above of any officer, director, owner, partner, agent or related business entity of a vendor shall constitute grounds for debarment.
- I. Judgment finding a violation of federal, state, or local municipality antitrust laws.
- J. Finding that the bidder has colluded, conspired or agreed directly or indirectly, with any other bidder, public employee, NWMC employee or any person, to fix the bid price submitted by bidder or any other bidder or that the bidder, its agents, owners, officers or employees have been convicted or pleaded nolo contendere to bribery, bid rigging, pricing, fixing, or defrauding, a unit of local government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code.

XXXII. Links to State of Illinois Documents

It is the bidder's responsibility to utilize and comply with the most recent versions of all applicable State and Local specifications, including, but not limited to, the following documents:

- A. Illinois Department of Transportation 2024 Standard Specifications for Road & Bridge Construction, Division 700 Work Zone Traffic Control and Protection, Signing, and Pavement Marking: Highway Standards and District Specific Standards (illinois.gov)
- B. Employment (820 ILCS 130/4) Prevailing Wage Act Document:
<http://www.ilga.gov/legislation/ilcs/documents/082001300K4.htm>
- C. Illinois Department of Labor (IDOL) List of Prohibited Contractors:
Public Works Debarred Contractors - Conciliation and Mediation Division (illinois.gov)

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- D. IDOT LR107-6 Special Provision for Selection of Labor: Local Roads Special Provisions and Special Details (illinois.gov)
- F. Illinois Department of Labor Current Rates by County:
Current Prevailing Rates (illinois.gov)
1. Cook County Prevailing Wage for January 25, 2024:
PublishedRatesForCounty (illinois.gov)
 2. DuPage County Prevailing Wage for January 25, 2024:
PublishedRatesForCounty (illinois.gov)
 3. Lake County Prevailing Wage for January 25, 2024:
PublishedRatesForCounty (illinois.gov)
 4. McHenry County Prevailing Wage for January 25, 2024:
PublishedRatesForCounty (illinois.gov)
 5. Will County Prevailing Wage for January 25, 2024:
PublishedRatesForCounty (illinois.gov)
- G. Typical Pavement Markings:
2024 Illinois Highway Standards for Traffic Control Published.pdf
- H. Urban Lane Closure, 2L, 2W, Undivided:
2024 Illinois Highway Standards for Traffic Control Published.pdf
- I. Urban Lane Closure, 2L, 2W, with Bidirectional Left Turn Lane:
2024 Illinois Highway Standards for Traffic Control Published.pdf
- J. Urban Lane Closure, Multi-lane 1W or 2W with Non-Traversable Median:
2024 Illinois Highway Standards for Traffic Control Published.pdf
- K. Urban Lane Closure, 2L, 2W, with Bidirectional Left Turn Lane:
2024 Illinois Highway Standards for Traffic Control Published.pdf
- L. Urban Lane Closure, Multi-lane 2W with Mountable Median
2024 Illinois Highway Standards for Traffic Control Published.pdf
- M. Urban Lane Closure, Multi-lane Intersection:
2024 Illinois Highway Standards for Traffic Control Published.pdf
- N. Sidewalk, Corner or Crosswalk Closure:
2024 Illinois Highway Standards for Traffic Control Published.pdf

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O. Traffic Control Device Standard:

2024 Illinois Highway Standards for Traffic Control Published.pdf

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Bidder Response Section

Delivery: Estimated delivery time required after receipt of order: _____ days.
(Please be as accurate as possible.)

The SPC may accept the bid at any time within 45 days of bid opening and such acceptance shall bind the bidder to perform in accordance with the terms and conditions contained in or referenced in the invitation.

Prompt Payment Discount: _____% 30 calendar days after receipt of shipment or properly executed invoice voucher, whichever is received later.

Federal Employer Identification Number 36-3494087

Certification by Bidder

By submitting a signed bid (unsigned bids will not be considered) the bidder certifies that he or she:

- a. Has read and understands the requirements of the invitation for bids and offers to provide the requested goods and services, and
- b. Is not barred from being awarded a contract or subcontract under section 10.1 or 10.3 of the Illinois Purchasing Act (see IL. Statutes 30 ILCS 505/10.1 and 30ILCS 505/10.3. Nor is it barred from contracting with units of state or local government as a result of a violation of section 33e-4 of the criminal code of 1961 (see IL. Statutes 720 ILCS 5/33e3 and 720 ILCS 5/33-e4).

Please Note: You must sign this bid in ink. Please provide all the information requested.

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The undersigned acknowledges and agrees that each of the certifications shall be incorporated into and made part of the Request for Proposal agreement, contract, amendment, renewal or other similar document to which these certifications are attached.

Bidder or Firm: Superior Road Striping, Inc.

Bid Submitted by (signature in ink): Brian Patterson

Title: Director Contracts & Administration

Street Address: 225 Miles Parkway

City, State, Zip Code: Bartlett, IL 60103

Telephone Number: 630-293-0026 x3338

Email: BMPatterson@highstartraffic.com

(*) () Check here if billing is to be made from address other than one shown and type or print same in the blanks:

Note: Please provide a telephone number that the SPC may use to contact your firm:

(Phone): 630-293-0026 (Fax): _____

Please print contact person's name: Sandy DeHoyos

Email address: SJDehoyos@highstartraffic.com

The SPC contract awarded vendor agrees to submit the pricing enclosed to any unit of local government submitting a bid. This means that if a municipality/township submits a separate bid to the dealer, the dealer must quote the SPC price. In addition, the dealer must inform the unit of local government that the dealer is the SPC approved vendor.

Exceptions to this policy must be approved by the SPC.

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Vendor References

Bidding vendor shall provide five (5) references from current purchasers

Reference #1	
Company Name	Illinois Dept of Transportation
Contact Name	Ken Kenenakhone2
Address	201 W Center St Schaumburg IL 60196
Telephone	847-562-6196
Email	pat.kenenakhone@illinois.gov
Annual Contract \$	\$700,000.00
Reference #2	
Company Name	Lake County Dot
Contact Name	Tom B
Address	600 W. Winchester Rd Libertyville IL 60047
Telephone	847-377-7476
Email	tbenecke@lakecountyil.gov
Annual Contract \$	\$952,333.33
Reference #3	
Company Name	Kendall County Highway Dept
Contact Name	John B
Address	6780 Rt 47 Yorkville IL 60560
Telephone	630-774-1840
Email	jbursheid@co.kendall.il.us
Annual Contract \$	\$286,566.00
Reference #4	
Company Name	Dupage County Dot
Contact Name	Keith Warf
Address	421 County Farn Rd Wheaton IL 60187
Telephone	630-488-9575
Email	keith.warf@dupageco.org
Annual Contract \$	\$474,410.00
Reference #5	
Company Name	Village of Bolingbrook
Contact Name	Ivan
Address	375 W Briarcliff Rd Bolongbrook IL 60440
Telephone	630-266-8858
Email	istraka@bolingbrook.com
Annual Contract \$	\$163,500.00

Addendum B

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Vendor Qualifications

(Attach additional pages as needed)

List employees who will be dedicated to the Suburban Purchasing Cooperative (SPC) Program:

Name	Paul Interrante
Position	Traffic Safety Worker - Foreman
# of Years	20 plus
Responsibility/Experience	All aspects pavement marking
Task	
Name	Julio Rangel
Position	Traffic Safety Worker - Foreman
# of Years	20 plus
Responsibility/Experience	All aspects pavement marking
Task	
Name	Alex Aranda
Position	Traffic Safety Worker - Foreman
# of Years	15 plus
Responsibility/Experience	All aspects pavement marking
Task	
Name	Richard Martinello
Position	Traffic Safety Worker - Foreman
# of Years	15 plus
Responsibility/Experience	All aspects pavement marking
Task	
Name	Joseph Duda
Position	Traffic Safety Worker - Foreman
# of Years	20 plus
Responsibility/Experience	All aspects pavement marking
Task	

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Vendor Qualifications

Provide number of years in business 37

The contractor shall provide the annual sales amount for the last completed fiscal year:

\$ 10 Million

The contractor shall provide their Dunn & Bradstreet (D&B) number: N/A

If no D&B number is available, please attach either a recent D&B Company Profile Report or an equivalent.

Is your firm MBE Certified? N (Y or N) Is your firm WBE Certified? N (Y or N)

The SPC does not provide any price preference to Minority Business (MBE) or Women Owned Business (WBE) firms but does encourage participation of those firms.

Please list any value-added services:

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Sub-Contractor Information

(If applicable)

(Attached additional pages as needed) *

Name: N/A

Address: _____

Years in Business: _____

Years Used by Contractor: _____

Is your firm MBE Certified? _____ (Y or N) Is your firm WBE Certified? _____ (Y or N)

Services Provided by Sub-Contractor:

Name: _____

Address: _____

Years in Business: _____

Years Used by Contractor: _____

Is your firm MBE Certified? _____ (Y or N) Is your firm WBE Certified? _____ (Y or N)

Services Provided by Sub-Contractor:

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ADDENDUM C

SPC MEMBERS

Northwest Municipal Conference	DuPage Mayors and Managers Conference	South Suburban Mayors & Managers Association	Will County Governmental League
Antioch	Addison	Alsip	Beecher
Arlington Heights	Aurora	Beecher	Bolingbrook
Bannockburn	Bartlett	Blue Island	Braidwood
Barrington	Bensenville	Burnham	Channahon
Bartlett	Bloomington	Calumet City	Coal City
Buffalo Grove	Bolingbrook	Calumet Park	Crest Hill
Deer Park	Burr Ridge	Chicago Heights	Diamond
Deerfield	Carol Stream	Country Club Hills	Elwood
Des Plaines	Clarendon Hills	Crestwood	Frankfort
Elk Grove Village	Darien	Crete	Grundy County
Evanston	Downers Grove	Dixmoor	Homer Glen
Fox Lake	Elmhurst	Dolton	Joliet
Glencoe	Glen Ellyn	East Hazel Crest	Lemont
Glenview	Glendale Heights	Flossmoor	Lockport
Grayslake	Hanover Park	Ford Heights	Manhattan
Hanover Park	Hinsdale	Glenwood	Minooka
Highland Park	Itasca	Harvey	Mokena
Hoffman Estates	Lemont	Hazel Crest	Monroe
Kenilworth	Liste	Homewood	Morris
Lake Bluff	Lombard	Lansing	Naperville
Lake Forest	Naperville	Lynwood	New Lenox
Lake Zurich	Oak Brook	Markham	Orland Park
Libertyville	Oakbrook Terrace	Matteson	Oswego
Lincolnshire	Roselle	Midlothian	Peotone
Lincolnwood	Schaumburg	Mokena	Plainfield
Morton Grove	Villa Park	Monroe	Rockdale
Mount Prospect	Warrenville	Oak Forest	Romeoville
Niles	Wayne	Olympia Fields	Shorewood
Northbrook	West Chicago	Orland Hills	Symerton
Northfield	Westmont	Orland Park	University Park
Northfield Twp.	Wheaton	Park Forest	Wilmington
Palatine	Willowbrook	Peotone	Woodridge
Park Ridge	Winfield	Phoenix	Will County
Prospect Heights	Wood Dale	Posen	
Rolling Meadows	Woodridge	Richton Park	
Schaumburg		Riverdale	
Skokie		Robbins	
Streamwood		Sauk Village	
Vernon Hills		South Chicago Heights	
West Dundee		South Holland	
Wheeling		Steger	
Wilmette		Thornton	
Winnetka		Tinley Park	
		University Park	
		Worth	
43	35	45	33

156 Total Membership

12 Duplicates

144 Net

Fiscal Year 2024	Thermoplastic								Mod Ureth Pvt Mk						
	4' LF	6' LF	8'	12' LF	24' LF	L&S SF	Removal SF	Bike Marking Chevron Ea	4' LF	6' LF	12' LF	24' LF	L&S SF	Removal SF	Bike Marking Chevron Ea
Brookfield	3721	5346		131	118	174		22	238	506	156	92			
Buffalo Grove	19421	2594		2457	441	468				512	477	1119		11854.3	
Carol Stream	24358	4394		2544	464	1107.6									
Deerfield	7662	1974		565	455	713.3			1981	682	533	138	15		
Fox River Grove	238	2099		548	274										
LaGrange	14056	2933		1958	1193	71.2									
Lake in the Hills	24895	3601		949	1378	410.8									
Lincolnwood	6098	390		197	81	95.8									
New Lenox Twnship Hwy De	6875	304		171	90	134	205.6								
Oak Park	27285	16171		20970	6822	2091.5									
Park Ridge	3575	1670		975	362	247.2									
Plainfield	5710	2658		441	504	180.8			1945	1176	887	189	192.4		
River Forest	3190	2108		1357	521	243.3									
Rolling Meadows	2720	1756		2472	649	182									
Romeoville	65564	10749		4560	1208	2767.3	30.6								
Streamwood	4598	519		810	224	313									
Vernon Hills	26542	1365		1951	523	559.1	371								
TOTAL FY24	246498	60631		43056	15307	9663.1	607.2	22	4164	2876	2053	1538	207.4	11854.3	

	Thermoplastic								Mod Ureth Pvt Mk						
Fiscal Year 2023	4' LF	6' LF	8'	12' LF	24' LF	L&S SF	Removal SF	Bike Marking Chevron Ea	4' LF	6' LF	12' LF	24' LF	L&S SF	Removal SF	Bike Marking Chevron Ea
Arlington Heights	46024	8341	471	11337	1387	1523.3									
Arlington Heights	1960	1492	112	3041	230	98.8									
Arlington Heights	410			591											
Brookfield	11891	9494		2186	1816	159.4				3316	851			556	
Carol Stream	23231	8344		1696	320	1262			409	296	248	170			
Deerfield	4494	922		334	265										
Downers Grove	35818	9193		2095	1046	2240.7									
Fox River Grove	178	2187		120	462										
Glenview	28626	9217	410	3624	1367	1687.4									
LaGrange		5936		2092	1367	248.2									
LaGrange Park	300	1190		1800	637										
Lake Forest	504550	11911		5240	1996	2383									
Lake in the Hills	14401	2434		1125	975	182									
Lincolnwood	12292	686		435	229	343.2									
New Lenox	43029	37		848	138	333.2			432						
New Lenox	25015	2920		1695	209	858			440	1653	170	153	257.6		
Oak Brook	24113	611		392	153	206.8									
Palatine	6306	15299		330	550	72.8	6330.8			340	636	135			684
Palos Hts		3162		2129	794	31.2									
Park Ridge	5946	18456		1647	803	72.8									
River Forest	50	2795		2649	642	52.6									
Romeoville	77502	6406		1423	587	2002			10856	2525	33	117	473		
Skokie	39018	6617	7110	4062	2724	1580.7	318.57		570	607	422	105	149.5		
Skokie	5333	1905	236	1177	714		1092								
Streamwood	6359.8	1044.1		414.6	356.3	179.6									
Vernon Hills	23845	6521		1944	384	1038.1	69.5								
Vernon Hills	8982	7157		2106	327	716.8			1805				18.4		
Total	949674	144277	8339	56532.6	20478.3	17272.6	7810.87		14512	8737	2360	680	898.5	556	684

Fiscal Year 2022	Thermoplastic								Mod Ureth Pvt Mk						
	4' LF	6' LF	8'	12' LF	24' LF	L&S SF	Removal SF	Bike Marking Chevron Ea	4' LF	6' LF	12' LF	24' LF	L&S SF	Removal SF	Bike Marking Chevron Ea
Arlington Hts	47147	15361	60	13734	1688	2463.4									
Bartlett	30086	2073		3314	478	109.2	4299.6								
Beecher	5946	822		42	344	785.8	1243.6								
Brookfield	28564	5994		3029	1403	335.6	1598								
Brookfield	288			268	76	98.8									
Carol Stream	33527	5623		4172	827	756.7	32								
Deerfield	6915	2167		239	492	518.8			1442	574	380	149	64.4		
Elk Grove Village	4530	3700		272	488	291.2									
Elk Grove Village	24272	8419		280	808	1294.8									
Fox River Groove	190	2555		120	447										
Glenview	52584	11317	38	2991	1505	1668									
LaGrange	1649	4278		4543	1252										
Lake Forest	62204	3353		4091	953	1043.2	12287								
Lake Forest	95336	9025		2524	1809	1369.4									
Lake in the Hills	25852	2805		2118	874	3963									
New Lenox	27704	3540	1060	2178	445	1068	3324								
Oak Park	19861	22092		7444	2247	695									
Orland Hills	20457	9027		1131	2394	245.6									
Palatine	12924	13173		871	804	497.6	11990								
Park Ridge	5022	8267		2438	2044	72.8	581								
Plainfield	26750	4081		843	461	388.8	1251.9		2979	557	156	401	182		
Roselle	11058	6606.5		748.2	425.8	464.7									
Skokie	29704	39499		2707	1234	870	118								
Streamwood	9404	971		276	149	618.4									
Vernon Hills	36354	5961		1731	584	1085.3	77	18							
Vernon Hills	17290	2074		300	299	72.8									
Wheaton	8391	1367	82	2377	2439	3114.1			12616	354				5398.1	
TOTAL	644009	194151	1240	64781.2	26969.8	23891	36802.1	18	17037	1485	536	550	246.4	5398.1	

**Suburban Purchasing Cooperative
Request for Proposal #229
2024 Thermoplastic Road Marking Program**



REQUEST FOR PROPOSAL (RFP) #229

**Selection of a Vendor to Provide
Thermoplastic Lane Marking Material & Labor**

Addendum #1

February 27, 2024

Initial Release Date: February 26, 2024

**Suburban Purchasing Cooperative
Request for Proposal #229
2024 Thermoplastic Road Marking Program**

Addendum #1

Question: Should we use the quantities you have listed in Fiscal year 2024? If so, are you going to show them on Addendum A? Will you put it in the quantities for the Bidders Total, or do you just want our price in without a Bidders total?

Answer: We cannot guarantee quantities, but we provided a history of usage for the past three (3) years. For purposes of this RFP, please use the attached, which is the 2024 quantities, plus quantities we've received from Glenview.

**Suburban Purchasing Cooperative
Request for Proposal #229
2024 Thermoplastic Road Marking Program**



REQUEST FOR PROPOSAL (RFP) #229

**Selection of a Vendor to Provide
Thermoplastic Lane Marking Material & Labor**

Addendum #2

February 29, 2024

Initial Release Date: February 26, 2024

**Suburban Purchasing Cooperative
Request for Proposal #229
2024 Thermoplastic Road Marking Program**

Addendum #1

Question: Should we use the quantities you have listed in Fiscal year 2024? If so, are you going to show them on Addendum A? Will you put it in the quantities for the Bidders Total, or do you just want our price in without a Bidders total?

Answer: We cannot guarantee quantities, but we provided a history of usage for the past three (3) years. For purposes of this RFP, please use the attached, which is the 2024 quantities, plus quantities we've received from Glenview.

**Suburban Purchasing Cooperative
Request for Proposal #229
2024 Thermoplastic Road Marking Program**



REQUEST FOR PROPOSAL (RFP) #229

Selection of a Vendor to Provide

Thermoplastic Lane Marking Material & Labor

Addendum #3

March 4, 2024

Initial Release Date: February 26, 2024

**Suburban Purchasing Cooperative
Request for Proposal #229
2024 Thermoplastic Road Marking Program**

Addendum #3

Question: Submission of bids. In your email you stated that you want the bids emailed to: rfps@nwmc-cog.org. Page 4, under Submission of Bids it says all documents delivered to: SPC c/o Northwest Municipal Conference 1600 E Golf Rd, Ste 0700, Des Plaines IL 60016 and emailed to edayan@nwmc-cog.org.

You want them emailed to two different emails and mailed to SPC?

Also, your proposal guarantee requires 5% total bid 2 days after award on attached proposal form. I don't see attached proposal form. Is there a special form, or will you send that after the award?

Answer: Emailed bids go to rfps@nwmc-cog.org & hard copies should be delivered to SPC c/o Northwest Municipal Conference, 1600 E. Golf Road Suite 0700, Des Plaines, IL 60016 by the bid opening at 10:00 a.m. Monday, February 18.

Performance bond shall be submitted by the winning bidder within 2 days of the award.

**Suburban Purchasing Cooperative
Request for Proposal #229
2024 Thermoplastic Road Marking Program**



REQUEST FOR PROPOSAL (RFP) #229

Selection of a Vendor to Provide

Thermoplastic Lane Marking Material & Labor

Addendum #3A

March 5, 2024

Initial Release Date: February 26, 2024

**Suburban Purchasing Cooperative
Request for Proposal #229
2024 Thermoplastic Road Marking Program**

Addendum #3AS

Question: Submission of bids. In your email you stated that you want the bids emailed to: rfps@nwmc-cog.org. Page 4, under Submission of Bids it says all documents delivered to: SPC c/o Northwest Municipal Conference 1600 E Golf Rd, Ste 0700, Des Plaines IL 60016 and emailed to edayan@nwmc-cog.org.

You want them emailed to two different emails and mailed to SPC?

Also, your proposal guarantee requires 5% total bid 2 days after award on attached proposal form. I don't see attached proposal form. Is there a special form, or will you send that after the award?

Answer: Emailed bids go to rfps@nwmc-cog.org & hard copies should be delivered to SPC c/o Northwest Municipal Conference, 1600 E. Golf Road Suite 0700, Des Plaines, IL 60016 by the bid opening at 10:00 a.m. Monday, ~~February 18~~ **March 18**.

Performance bond shall be submitted by the winning bidder within 2 days of the award.

**Suburban Purchasing Cooperative
Request for Proposal #229
2024 Thermoplastic Road Marking Program**



REQUEST FOR PROPOSAL (RFP) #229

**Selection of a Vendor to Provide
Thermoplastic Lane Marking Material & Labor**

Addendum #4

March 14, 2024

Initial Release Date: February 26, 2024

**Suburban Purchasing Cooperative
Request for Proposal #229
2024 Thermoplastic Road Marking Program**

Addendum #4

Question: In regard to the 4% to SPC admin fee. Is that included in our bid prices or, the Village pay that on top of bid prices?

Answer: As noted in the RFP, Special Conditions, Billing: "All billings shall be directed to the ordering agency. Billings shall only contain prices that are consistent with those in this contract. The Contractor will handle all billing directly, charging the prices accepted in the proposal. The price shall also include the SPC 4% Administrative fee. The SPC and participating municipalities are exempt from all state and local taxes. "

The 4% fee should be included in the quoted prices.



A Joint Purchasing Program For Local Government Agencies

April 1, 2025

Mr. Brian Patterson
Director of Contracts & Administration
Superior Road Striping, Inc.
225 Miles Parkway
Bartlett, IL 60103

Dear Mr. Patterson,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the first of three (3) possible one-year contract extensions on the SPC 2025 Thermoplastic &/or Urethane Lane Marking Material and Labor Road Marking Program (Contract #229) to Superior Road Striping, Bartlett, IL with the price increases proposed on March 17, 2025. This confirms that Superior Road Striping has agreed to honor 2024 prices for all work booked by April 11, 2025. In addition, any work that not completed in 2024 due to weather that carries over into 2025 will also be performed at 2024 prices.

<u>DESCRIPTION</u>	<u>UOM</u>	<u>2024</u>	<u>2025</u>
Thermoplastic Pavement Marking Letter & Symbols	SF	\$4.75	\$5.11
Thermoplastic Pavement Marking - 4" Line	FT	\$0.70	\$0.75
Thermoplastic Pavement Marking - 6" Line	FT	\$0.90	\$0.97
Thermoplastic Pavement Marking - 8" Line	FT	\$1.20	\$1.29
Thermoplastic Pavement Marking - 12" Line	FT	\$2.00	\$2.15
Thermoplastic Pavement Marking - 24" Line	FT	\$4.75	\$5.11
Thermoplastic Pavement Marking Removal	SF	\$0.35	\$0.38
Urethane Pavement Marking Letter & Symbols	SF	\$5.00	\$5.38
Urethane Pavement Marking - 4" Line	FT	\$0.65	\$0.70
Urethane Pavement Marking - 6" Line	FT	\$1.00	\$1.08
Urethane Pavement Marking - 8" Line	FT	\$1.50	\$1.61
Urethane Pavement Marking - 12" Line	FT	\$2.00	\$2.15
Urethane Pavement Marking - 24" Line	FT	\$5.00	\$5.38
Preform Thermoplastic Bike Marking/Chevron	EA	\$350.00	\$376.25
Removal	SF	\$0.35	\$0.38

With the acceptance of this contract extension, Superior Road Striping, agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The duration of the contract extension shall be in force from April 12, 2025 through April 11, 2026. The SPC reserves the right to extend the contract for up to two (2) additional one-year terms upon mutual agreement on a negotiated basis.

***DuPage Mayors &
Managers Conference***
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

***Northwest Municipal
Conference***
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

***South Suburban Mayors
And Managers Association***
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

***Will County
Governmental League***
15905 S. Frederick Street
Plainfield, IL 60586
Cherie Belom
Phone: 815-254-7700

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of June 2nd, 2025.

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

VILLAGE OF WINNETKA

Signature:

Printed name:

Title:



Agenda Item Executive Summary

TITLE: Resolution No. R-56-2025: Ratification a Grant Agreement between the State of Illinois, Illinois Law Enforcement Training and Standards Board and the Village of Winnetka for Police Department Cameras (Adoption)

PRESENTER: Brian O'Connell

AGENDA DATE: June 17, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Police Department's sworn personnel are equipped with body-worn cameras purchased from Axon, in compliance with State law. The department applied for and was awarded grant funds through the Illinois Law Enforcement Training and Standards Board in 2024. Grant funds were made available, and the department applied again in 2025.

EXECUTIVE SUMMARY:

In May 2025, the police department was notified of the availability of grant funds through the State of Illinois, Illinois Law Enforcement Training and Standards Board (ILETSB) for assistance with camera purchases. The Illinois Law Enforcement Camera Grant Program allows for reimbursement to police agencies for the cost associated with in-car video cameras for use in law enforcement vehicles, officer-worn body cameras for law enforcement officers, data storage costs, and training for officers in the operation of the cameras. The police department budgeted \$65,000 for body-worn cameras and \$27,500 budgeted for in-car cameras in FY25.

Police department staff submitted a grant application in May 2025 and was notified by ILETSB on June 3, 2025 that the department was awarded \$26,740.12 as part of the grant program. In order to secure the allocation of funding from the grant program, the department was required to execute the agreement by June 3, 2025. The agreement was executed and returned to ILETSB on June 3, 2025.

RECOMMENDATION:

Consider adopting Resolution No. R-56-2025: Ratification of grant agreement between the State of Illinois, Illinois Law Enforcement Training and Standards Board and the Village of Winnetka for Police Department Cameras

ATTACHMENTS:

1. Resolution No. R-56-2025: Ratifying a Grant Agreement between the State of Illinois, ILETSB, and the Village of Winnetka for Police Department Cameras

RESOLUTION NO. R-56-2025

A RESOLUTION RATIFYING A GRANT AGREEMENT BETWEEN THE STATE OF ILLINOIS, ILLINOIS LAW ENFORCEMENT TRAINING AND STANDARDS BOARD AND THE VILLAGE OF WINNETKA FOR POLICE DEPARTMENT CAMERAS

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 State of Illinois, Illinois Law Enforcement Training and Standards Board ("***ILETSB***") administers the Illinois Law Enforcement Camera Grant Program ("***Grant Program***"), which Grant Program was created to assist law enforcement agencies with the purchase of officer-worn and in-car cameras; and

WHEREAS, on May 30, 2025, the Village's Police Department was notified from ILETSB that it was awarded \$26,740.12 as part of the Grant Program; and

WHEREAS, ILETSB provided that in order to receive the funds from the Grant Program, a grant agreement would need to be executed by the Village no later than June 3, 2025; and

WHEREAS, in order to secure the Village's allocation of funding from the Grant Program, the Chief of Police and the Village Manager, on behalf of the Village timely executed a grant agreement with ILETSB ("***Grant Agreement***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to ratify and approve the execution of the Grant Agreement by the Chief of Police and the Village Manager;

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

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

SECTION 2: RATIFICATION AND APPROVAL OF GRANT AGREEMENT. The Village Council hereby ratifies and approves the execution of the Grant Agreement by the Chief of Police and the Village Manager with ILETSB to receive the awarded funds from the Grant Program.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

June 17, 2025

R-56-2025

ADOPTED this 17th day of June, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Illinois Law Enforcement Training and Standards Board
AND
VILLAGE OF WINNETKA**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and VILLAGE OF WINNETKA (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

[Illinois Law Enforcement Training and Standards Board]

By: _____

Signature of Keith Calloway, Executive Director

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

By: _____

Signature of Authorized Representative

Date: JUNE 3, 2025

Printed Name: BRIAN O'CONNELL

Printed Title: CHIEF OF POLICE

E-mail: bocconnell@winnetka.org

By: _____

Signature of Second Grantee Approver, if applicable

Date: June 3, 2025

Printed Name: Robert M. Bahan

Printed Title: Village Manager

Second Grantee Approver
(optional at Grantee's discretion)

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 07/01/2024 and expires on 06/30/2025 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds Grant Funds (Must Not Exceed or Are Estimated To Be) \$26,740.12, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): Procedure for Advance Payment:

2.4.

2.5. A. The Grantee may be paid in advance, provided it maintains or demonstrates the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement; and the use of a financial management system that includes the following:

2.6. 1) Identification of all grant awards received, related funds expended, and the programs under which they were received, including the title and number, award identification number, year issued, and name of the awarding agency.

2.7. 2) Accurate, current, and complete disclosure of the financial results of each grant award or program in reports submitted at the appropriate deadlines, in a format that allows for ILETSB monitoring. The Grantee may develop accrual data for its reports based on an analysis of the documentation on hand.

2.8. 3) Maintaining records that sufficiently identify the amount, source, and expenditure of grant funds for awards. These records must contain information necessary to identify awards, authorizations, financial obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.

2.9. 4) Effective control over and accountability for all funds, property, and assets. The Grantee must safeguard all assets and ensure they are used solely for authorized purposes.

2.10. 5) Comparison of expenditures with the approved budget amounts for each award.

2.11. 6) Written procedures to implement the requirements of 44 Ill. Adm. Code 7000.120.

2.12. 7) Maintenance of records documenting compliance with statutes, regulations, and the terms and conditions of the award, must be sufficient to prepare reports required by the terms and conditions; and tracking expenditures to establish that funds have been used in accordance with statutes, regulations, and the terms and conditions of the award, including any funds used for lobbying or otherwise influencing the creation, passage, or opposition of legislation.

2.13. B. ILETSB requires the completion of additional applications for any Grantee seeking to receive Advance funding to assert that the above conditions are met. Receipt of grant award is not itself approval for the use of advance funding. The determination of this request will be made by the ILETSB Grant Manager. The application will require the following:

2.14. 1) Confirmation that Grantee is making a formal request for Advance payment.

2.15. 2) A list of required documentation for review, and confirmation that is included with the application.

2.16. 3) Information, budgets and/or approved pre-award documentation,

2.17. 4) Acknowledgment that all Risk Assessment documentation will be completed: ICQ in the GATA Implementation Site and the PRA,

2.18. 5) Guidelines regarding the Grantee's eligibility for Advance payment.

2.19. 6) Information regarding the option to receive reimbursement with a working capital advance if Advance payment criteria are not met. 44 Ill. Admin. Code 7000.120(b)(3).

2.20. C. Advance payments to a Grantee must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the Grantee in carrying out the purpose of the approved

program or project.

2.21. D. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct program or project costs. The Grantee must make timely payments to contractors, suppliers, or providers in accordance with the contract provisions.

2.22. E. Whenever possible, advance payment requests by the Grantee must be consolidated to cover anticipated cash needs for all awards received by the recipient from ILETSB.

2.23. F. Advance payment mechanisms must comply with the preference to distribute funds electronically, which includes, but are not limited to, Treasury checks and electronic funds transfers.

2.24. G. Grantees must be authorized to submit payment requests as often as necessary when electronic fund transfers are used or at least monthly when electronic transfers are not used.

2.25. H. ILETSB shall publish written procedures for determining the allowability of costs and advance funding options in accordance with the Administrative Rules of the grant Accountability and Transparency Act and the terms and conditions of the grant award. ILETSB must document the determination that the Grantee meets the requirements of advance payments in accordance with 44 Ill. Adm. Code 7000.120(b)(1).

2.26. Procedure for Reimbursements:

2.27. A. Grantees will be paid via the reimbursement method when they do not meet the requirements of 44 Ill. Admin. Code 7000.120(b)(1), or upon a Grantee's request to use the reimbursement method of payment, or as stipulated in a specific condition. Grantees that have relevant specific conditions noted in their Uniform Grant Agreement based on the results of their Programmatic Risk Assessment (PRA) shall be paid via reimbursement method. Grantees who do not meet the requirements of 44 Ill. Admin. Code 7000.120(b)(1) may also request use of the Working Capital Advance payment method, detailed herein in a subsequent section.

2.28.

2.29. B. ILETSB will disburse payments to the Grantee based on actual allowable costs incurred or expended as reported in their PFR submitted for the respective period, as described in their grant agreement.

2.30.

2.31. Procedure for Working Capital Advance:

2.32.

2.33. A. For Grantees that the Grant Program Manager or their designee determines that reimbursement is not feasible because the Grantee lacks sufficient working capital, the ILETSB may, in its sole discretion, provide a Working Capital Advance to the Grantee. Working Capital Advance payments may be requested by completing the Working Capital Advance Questionnaire or by other means as prescribed by ILETSB.

2.34.

2.35. B. Grantees may request a Working Capital Advance payment for each grant program awarded by ILETSB. Requests must be submitted on the ILETSB Estimate Working Capital Advance Payment Requirements Forecast (Cash Budget) Form Template to the respective Grant Program Manager or their designee in the method prescribed in the grant program Notice of Funding Opportunity (NOFO), grant agreement, or as prescribed by ILETSB. The Cash Budget must include monthly cash requirements for every month of the grant term. Grantees must submit an updated cash budget at the request of the ILETSB Grant Program Manager, their designee, or a representative of the Office of Fiscal Management. A separate request must be submitted for each ILETSB grant program application. Requests must be signed by either the Chief Executive Officer or Chief Financial Officer (or equivalent) for the entity.

2.36.

2.37. C. The ILETSB Grant Program Manager or their designee will advance the working capital payment to the Grantee to cover their estimated disbursement needs for an initial period of grant expenses. Additional startup costs may be approved as part of the working capital payment if determined by the ILETSB Grant Program Managers or their designees to be allowable.

2.38. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is ,

the federal awarding agency is , and the Federal Award date is . If applicable, the Assistance Listing Program Title is and Assistance Listing Number is . The Catalog of State Financial Assistance (CSFA) Number is 569-00-3496 and the CSFA Name is FY 25 ILETSB - Law Enforcement Camera Grant. If applicable, the State Award Identification Number (SAIN) is 20250300.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and LHWNA62MWU87 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366006162 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of

State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in

that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in

part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, PART TWO, or PART

THREE. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in Exhibit E. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the de

minimis rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit E of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in

place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or

Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The Illinois Law Enforcement Camera Grant Program was created to assist law enforcement agencies purchase officer-worn and in-car cameras. These grants to Illinois local governmental police agencies allow for the reimbursement of purchase price associated with in-car video cameras for use in law enforcement vehicles, officer-worn body cameras for law enforcement officers, data storage cost and training for law enforcement officers in the operation of the cameras.

EXHIBIT B

DELIVERABLES OR MILESTONES

A. Each law enforcement agency receiving a grant for in-car video cameras must provide an annual report to the Board jennifer.wooldridge@illinois.gov, the Governor gov.reports@illinois.gov, and the General Assembly reports@ilga.gov on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant which is 7/1/2025-6/30/2030 or until the cameras are no longer in use, an official report will need to be sent to the Board including serial numbers of the unusable cameras and what has been done with the cameras. The report shall include the following: (1) the number of cameras received by the law enforcement agency; (2) the number of cameras installed in law enforcement agency vehicles; (3) a brief description of the review process used by supervisors within the law enforcement agency; (4) a list of any criminal, traffic, ordinance, and civil cases in which in-car video recordings were used, including party names, case numbers, offenses charged, and disposition of the matter. Proceedings to which this paragraph (4) applies include, but are not limited to, court proceedings, coroner's inquests, grand jury proceedings, and plea bargains; and (5) any other information relevant to the administration of the program.

B. The period of performance for this grant is five years. During that period, grantees whose procurement method is Advanced Funding or Working Capital must submit quarterly performance and financial reports indicating how the award has been utilized along with the Annual report as stated in Exhibit B-A.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Allison Mesecher

Title: Grant Manager

Address: 500 S. 9th Street, , Springfield, IL 62701

GRANTEE CONTACT

Name: **MARCIN BESKUR**

Title: **COMMANDER**

Address: 510 GREEN BAY ROAD , WINNETKA, IL 60093

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: **410 GREEN BAY ROAD
WINNETKA, IL 60093**

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Allison Mesecher	Name: MARCIN BESKUR
Title: Grant Manager	Title: COMMANDER
Address: 500 S. 9th Street, , Springfield, IL 62701	Address: 410 Green Bay Road , Winnetka, Illinois 60093
Phone: 217-558-1542	Phone: 847-878-2004
TTY#:	TTY#:
E-mail Address: PTB.Grants@illinois.gov	E-mail Address: mbeskur@winnetka.org

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

After receiving an award, an agency must comply with all reporting requirements of the Law Enforcement Camera Grant Act and the Law Enforcement Officer Body-Worn Camera Act.

In Car:

Any agency receiving grants from the Board for in-car video cameras must adopt a written policy based on the following model.

A - Installation: Cameras must be permanently installed in law enforcement agency vehicles.

B - Recording:

- Cameras must be turned on continuously throughout the officer's shift.
- Video recording must provide audio of the officer when the officer is outside of the vehicle.

C - Access to Recordings:

- Camera access must be restricted to the officer's supervisors in the vehicle.
- A copy of the video record must be made available upon request to personnel of the law enforcement agency, the local State's Attorney, and any persons depicted in the video, as provided by law. Procedures for the distribution of the video record must include safeguards to protect the identities of individuals who are not a party to the requested stop.

D - Minimum Storage: Law enforcement agencies that receive money under this grant shall provide for storage of the video records for a period of not less than 2 years.

E - Reporting:

- Each law enforcement agency receiving a grant for in-car video cameras under Section 10 of the Act must provide an annual report to the Board, the Governor, and the General Assembly on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant (while cameras remain in use). The report shall include the following:
 - The number of cameras received by the law enforcement agency;
 - The number of cameras installed in law enforcement agency vehicles;
 - A brief description of the review process used by supervisors within the law enforcement agency;
 - A list of any criminal, traffic, ordinance, and civil cases in which in-car video recordings were used, including party names, case numbers, offenses charged, and disposition of the matter.
- Proceedings to which this subsection (e)(1)(D) applies include, but are not limited to, court proceedings, coroner's inquests, grand jury proceedings, and plea bargains.
- Additional Information: From time to time, the Board may request any other information relevant to the program's administration. (Section 15 of the Act)

Body Worn:

A - Any agency receiving grants from the Board for officer-worn body cameras must adopt a written policy based on the following model:

- Written Policy: Any agency receiving a grant for officer-worn body cameras must adopt a written policy based upon this Section and the Board's basic guidelines published pursuant to the Law Enforcement Officer-Worn Body Camera Act.

B - Reporting:

- Each law enforcement agency receiving a grant for officer-worn body cameras under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant (while cameras remain in use). The report shall include:

- A brief overview of the makeup of the agency, including the number of officers utilizing officer-worn body cameras;
- The number of officer-worn body cameras utilized by the law enforcement agency;
- Any technical issues with the equipment and how those issues were remedied;
- A brief description of the review process used by supervisors within the law enforcement agency; and
- For each recording used in prosecutions of conservation, criminal, or traffic offenses or municipal ordinance violations:
 - The time, date, and location of the incident; and
 - The offenses charged and the date charges were filed.
- For each recording used in a civil proceeding or internal affairs investigation, including:
 - The number of pending civil proceedings and internal investigations;
 - In resolved civil proceedings and pending investigations:
 - The nature of the complaint or allegations;
 - The disposition, if known; and
 - The date, time, and location of the incident.

C - Additional Information: From time to time, the Board may request any other information relevant to the program's administration.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

N/A

ICQ Section: 03-Financial and Programmatic Reporting

Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.

Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

How to Fix: Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.

Timeframe: One year.

ICQ Section: 04-Ability to Effectively Implement Requirements

Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment.

Grantees must maintain documentation of additional prior approvals from grantee management. The state agency may request to review plan and documentation at its discretion.

Risk Explanation: Medium to high risk increases the likelihood; unallowable costs or services, audit findings and questioned costs and fraud, waste and abuse that would be required to be returned to the state and federal government; subrecipients are not compliant with grant requirements, budgeting and expenditure of funds is in conformity with 2 CFR 200.

How to Fix: Requires development of a plan and timeline to correct deficiencies identified in the risk assessment. The state agency may request to review plan and documentation at its discretion.

Timeframe: One year from the implementation of additional controls/corrective action plan.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, Grantor has the following additional requirements for its Grantee:

- 23.1 Pre award costs identified in Section 4.2 may be claimed for reimbursement if they are directly related to and allowable under the program specific terms.
- 23.2 The Period of Performance is five years from the date of execution of the Uniform Grant Agreement.
- 23.3 Indirect costs referenced in Section 7.2 are not authorized under this award.

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

24.1 In addition to the reporting requirements of Section 5.1, grantees must also comply with the reporting requirements of 50 ILCS 707/15 and 50 ILCS 707/20 if they were awarded body worn or in-car cameras, respectively.



Agenda Item Executive Summary

TITLE: Resolution No. R-59-2025: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 15kV Underground Cable (Adoption)

PRESENTER: Nicholas Narhi, Sam Carrasco

AGENDA DATE: June 17, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Staff is requesting funding approval in the amount of \$233,357 to purchase 15kV cable for cable replacement projects planned in 2026. Manufacturing lead time for this cable extends beyond 2025. In order to ensure this cable is on-hand for FY2026, the Water & Electric Department issued Request For Bids No. 25-011 for the purchase of 5,000 feet of 350 kcmil, 15kV, copper, underground cable.

Staff received bids from the following vendors: Wesco Distribution Inc., Okonite, Anixter, and All Industrial Electric, Inc.

All Industrial Electric Inc. submitted the lowest unit price of \$29.75 per ft. but its proposal did not meet the specifications and was deemed non-responsive.

Wesco Distribution, Inc. submitted the second lowest responsive bid with a unit price of \$44.499 per ft. with a manufacturing lead time of 30–32 weeks from the receipt of the order. The cost of cable may be impacted by the price of metals. The bid price is indexed to the cost of copper. Exhibit A contains a bid tabulation along with additional detail on the unit pricing, order quantity, and shipping length tolerances. The total estimated cost of the contract award is \$233,357.

Due to the extended manufacturing lead time, the cable will not arrive until 2026. Payment terms are net 30. As such, no funds will be expended from the FY2025 Electric Fund Budget. For reference, the FY2025 Electric Fund Budget contains \$561,684 (account #500.43.31-660) for the purchase of cable.

Resolution No. R-59-2025, prepared by the Village Attorney, authorizes the Village Manager to purchase 15kV underground cable for an amount not to exceed \$233,357 under a contract with Wesco Distribution, Inc.

RECOMMENDATION:

Consider adoption of Resolution No. R-59-2025, approving a contract with Wesco Distribution, Inc. for the purchase of 15 kV underground cable for an amount not to exceed \$233,357.

ATTACHMENTS:

1. Resolution No. R-59-2025: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 15kV Underground Cable
2. Contract/Bid for 15kV Cable
3. Bid Tabulation: RFB #025-011

RESOLUTION NO. R-59-2025

**A RESOLUTION APPROVING A CONTRACT WITH
WESCO DISTRIBUTION, INC.
FOR THE PURCHASE OF 15KV UNDERGROUND CABLE**

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

WHEREAS, the Village issued Bid #025-011 ("***Request for Bids***") for the purchase of 15kV underground electric cable ("***Cable***") by the Village Water & Electric Department; and

WHEREAS, the Village received four bids ("***Bids***") to provide the Cable; and

WHEREAS, the bid received with the lowest in price was not responsive because the bid did not include various requirements and specifications as required in the Request for Bids; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Wesco Distribution, Inc. ("***Vendor***") is the lowest responsible and responsive bidder to provide the Cable; and

WHEREAS, the Village Council desires to enter into a contract with Vendor for the Village to purchase Cable from Vendor in an amount not to exceed \$233,357 ("***Contract***"); and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 17th day of June, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 15kV Cable

Full Name of Bidder:

WESCO
("Bidder")

Principal Office Address:

200 E LIES ROAD
CAROL STREAM, IL 60188

Local Office Address:

Contact Name: MATT BOGGS Telephone: 630-327-7017

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

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

1. Proposal to Deliver Products.

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

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

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

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

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

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

2. Contract Price Proposal.

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

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
1	350KCMIL Copper	See pricing form in Attachment A.	44.499 #	222,495.00

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

See pricing form in Attachment A.

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

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation may be utilized. Copper base price for bids: \$5.00 per pound. All other manufacturing costs shall be fixed at the bid price.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted. Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 30-32 WKS, 2026.

AND LATE JAN. 2026

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.

5. Firm Proposal.

- 1) All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation may be utilized. Copper base price for bids: **\$5.00 per pound**. All other manufacturing costs shall be fixed at the bid price.

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 17th date of APRIL 20 25

Bidder's Status: ☒ PA Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: WESLO

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: MATT BOGGS

Title/Position: ACCOUNT REP

Bidder's Business Address: 200 E LIES RD
CAROL STREAM, IL 60188

Bidder's Business Telephone: (630) 327-7017 Facsimile: ()

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

JOHN ENGEL	PRESIDENT	
DAVID SCHULTZ	CFD	

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 15 KV CABLE

Item	Size and Conductor	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Max Reel Lengths (ft.)
1.	350 kcmil Copper	3	1/3	37	Triplex	5,000	Nominal: 1,000 +5%

- 2) Compressed stranding, strand filled per ICEA T-31-610.
- 3) Concentric copper neutral.
- 4) 220 mil insulation thickness.
- 5) Ethylene propylene rubber insulation (EPR).
- 6) Jacketed.
- 7) Cable shall be identified on the jacket in contrasting color with manufacturer's name, year of manufacture, type of insulation, conductor size and material, and sequential footage markings.
- 8) All cable ends shall be capped to prevent water entry.
- 9) Reel type shall be non-returnable with a maximum 84" diameter flange X 54"(inside) traverse .
- 10) The Village will provide reel "cut" lengths within two weeks of contract award. Reel lengths will not exceed the "Max Reel Lengths" listed above for each conductor but may be specified shorter.
- 11) Reel coverings as shown below. Cable not shipped as shown will be rejected.
Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
- 12) Tolerance of cable lengths, -5%, +5%.
- 13) Cable shall be supplied to the stricter of AEIC and ICEA specifications except that AEIC Table E-1 shall be 5 picocoulombs at all voltages.
- 14) Cable shall be delivered on an open, flat bed truck. Reels shipped flat will be rejected.
- 15) Deliveries: Required 48 hours advance notification @ (847) 716-3551.
Receiving hours: Monday to Friday, 7:30 a.m. to 2:30 p.m.
Village of Winnetka Yards, 1390 Willow Road, Winnetka, IL 60093
- 16) Approved cable manufacturers: General Cable, Okonite, Kerite and Pysmian.
- 17) Copper base price for bids: **\$5.00 per pound**. All other manufacturing costs shall be fixed at the bid price.

2) Worksheet

15kV Cable

Item	Description	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Unit Price (per ft.)	Lead Time (weeks)
1.	350 kcmil Copper	3	1/3	37	Triplex	5,000	44.499	30-32 wks

___ Cable will be export packaged

___ Standard packaging, F.O.B. Winnetka

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY.

MANUFACTURER (15kV CABLE): PRYSMIAN

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 _____ 2024.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire agreement between the parties relating to the Products and the Contract Price therefore 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: _____

Bid Tabulation: RFB #025-011				
15kV Volt Cable	Okonite (Okonite)	Anixter (Kerite)	All Industrial Electrical (Southwire) *	Wesco (Prysmian)
350 kcmil copper triplex	\$244,745.00	\$273,460.00	\$148,750.00	\$222,495.00
Freight:	\$0.00	\$0.00	\$0.00	\$0.00
Leadtime	44-46 weeks	16-18 weeks	28-30 weeks	30-32 weeks

Notes: * All Industrial Electric's proposal did not meet with the specifications. It offered single conductors instead triplex, as specified.

Bid Tabulation: RFB #025-011

600 Volt Cable	Quantity Required (ft.)	Unit Price (\$/ft.) Per Bid	Shipping Length Tolerance (5%)	Extended Price
350 kcmil copper triplex	5,000	\$44.4490	250	\$233,357



Agenda Item Executive Summary

TITLE: Ordinance No. M-08-2025: Approving a Final Plat of Subdivision and Granting a Variation from the Winnetka Zoning Ordinance (557 and 561 Orchard Lane) (Introduction/ Adoption)

PRESENTER: Scott Mangum

AGENDA DATE: June 17, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

INTRODUCTION

On June 17, 2025, the Village Council is scheduled to consider Ordinance No. M-08-2025 in response to an application submitted by Katherine Kirkpatrick and Nicolas Bos (collectively, the "Applicant"), as the owner of the properties located at 557 Orchard Lane and 561 Orchard Lane (collectively, the "Subject Property") (**Attachment 1**). The Applicant is seeking approval of a Final Subdivision Plat to consolidate the two existing lots into a single lot of record, together with the following relief:

1. A **Variation** to permit the existing residence at 561 Orchard Lane to observe less than the minimum required side yard setback from the west property line, which is due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width.

Each of the existing lots contains an existing residence. The Applicant resides at 561 Orchard Lane. If approved, the Applicant will demolish the existing residence and shed at 557 Orchard Lane, as well as the existing detached garage at 561 Orchard Lane, and consolidate the two parcels into a single buildable lot. Then the Applicant intends to construct an addition and a new driveway on the east side of the existing residence at 561 Orchard Lane. The necessary permit applications for these proposed improvements have not been submitted to date; the Applicant is simply demonstrating what their intent for the proposed consolidated lot is at this time. However, a preliminary zoning review of the proposed improvements has been completed to verify that what is being presented complies with all zoning regulations.

Compliance with Zoning Standards - The proposed subdivision fully complies with the minimum lot area, lot width, and lot depth requirements. In fact, the proposed subdivision would eliminate two nonconforming lots and create one conforming lot. However, the proposed subdivision has the effect of increasing the average lot width of 561 Orchard Lane to 100 feet, resulting in an increase in the

required minimum side yard setback to 12 feet. As a result, the proposed larger lot renders the existing 561 Orchard Lane residence (which is setback 5.98 feet from the west property line) nonconforming with the new minimum required side yard setback of 12 feet. Hence, the variation request that is included as part of the proposed subdivision. It is important to note that the variation is for existing improvements, not for any proposed improvements.

Compliance with Subdivision Code Standards – The proposed subdivision complies with the minimum subdivision standards. Additionally, the proposed subdivision conforms with the Comprehensive Plan as the Land Use Map designates the Subject Property as appropriate for single-family residential development, which is the proposed use of the newly created lot.

ADVISORY BOARD/COMMISSION REVIEW

The Zoning Board of Appeals (ZBA) considered the zoning variation on May 12, 2025. **Attachment 3** contains the minutes of the ZBA meeting. After hearing from the Applicant and receiving one written comment from the public in support of the request, the ZBA discussed the application. One ZBA member expressed concern with the impact to the neighborhood character and the Village as a whole if too many of these types of consolidations occur in the R-5 Single Family Zoning District, where 50-foot-wide lots are more common. Other members expressed full support of the request. Ultimately, by a vote of 6-0, the ZBA recommended approval of the request.

The Plan Commission (PC) considered the request on May 22, 2025. **Attachment 2** contains the staff report and draft minutes from the PC meeting, which summarizes the request (a similar report was provided to the ZBA). After hearing from the Applicant and receiving one written comment in support of the request, the Commission discussed the consolidation. Members discussed the impact on the character of the neighborhood and the Village as a whole when smaller lots are lost to consolidations and the long-term impact that has on the housing diversity in the Village, while some members expressed full support of the request. Ultimately, by a vote of 6-0, the Commission recommended approval of the request.

The Historic Preservation Commission considered the demolition application for 557 Orchard Lane on January 6, 2025; by a vote of 5-0, the Commission approved the demolition without delay.

RECOMMENDATION:

Given both advisory bodies unanimously recommended approval of the request, the Council may wish to (a) consider waiving introduction of Ordinance No. M-08-2025 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-08-2025.

ATTACHMENTS:

1. Ordinance No. M-08-2025: Approving a Final Plat of Subdivision and Granting a Variation from the Zoning Ordinance (557 & 561 Orchard Lane)
2. May 22, 2025, PC Meeting Staff Report and Draft Meeting Minutes
3. May 12, 2025, ZBA Meeting Minutes

**AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND
GRANTING A VARIATION FROM THE WINNETKA ZONING ORDINANCE**
(557 and 561 Orchard Lane)

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

WHEREAS, Katherine Kirkpatrick and Nicolas Ryan Bos (collectively, “*Owner*”) is the record title owner of the parcels of real property located at 557 and 561 Orchard Lane in Winnetka, Illinois, and legally described in **Exhibit A** and **Exhibit B**, respectively, attached to and, by this reference, made a part of this Ordinance (collectively, “*Subject Property*”); and

WHEREAS, the Subject Property is located within the R-5 Single Family Residential District of the Village (“*R-5 District*”); and

WHEREAS, the area of the parcels located at 557 Orchard Lane and 561 Orchard Lane each measure 8,260 square feet; and

WHEREAS, the Owner desires to consolidate the two existing lots into a single lot of record (“*Proposed Subdivision*”); and

WHEREAS, the Owner desires to (i) demolish the existing residence and shed on 557 Orchard Lane; (ii) remove the existing detached garage on 561 Orchard Lane and construct an addition on the east side of the existing residence on the 561 Orchard Lane parcel (“*Proposed Addition*”) and (iii) remove the existing driveways and install a new driveway on the east side of the Proposed Subdivision to construct an attached three-car garage (collectively, the “*Proposed Improvements*”); and

WHEREAS, following the Proposed Subdivision, the new lot will measure approximately 16,520 square feet, which lot size fully complies with the minimum lot area, lot width, and lot depth requirements set forth in the Village’s Zoning Ordinance, as amended (“*Zoning Ordinance*”); and

WHEREAS, Section 17.30.060 of the Zoning Ordinance requires a minimum side yard setback of 12 feet from the property line; and

WHEREAS, the Proposed Subdivision renders the existing 561 Orchard Lane residence nonconforming, resulting in a setback of 5.98 feet from the west property line; and

WHEREAS, the Owner filed an application with the Village for: (i) approval of a final plat of consolidation for the Proposed Subdivision (“*Final Plat*”); and (ii) a variation from Section 17.30.060 of the Zoning Ordinance to allow a side yard setback of 5.98 feet from the west property line (“*Variation*”) (collectively, the Final Plat, and Variation are the “*Requested Relief*”); and

WHEREAS, on May 12, 2025, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the Variation, and by a vote of six in favor and none opposed, recommended that the Village Council approve the Variation; and

WHEREAS, on May 22, 2025, after due notice thereof, the Plan Commission held a public hearing on the Requested Relief, and by a vote of six members in favor and none opposed, recommended that the Village Council approve the Requested Relief; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve the Requested Relief, subject to and in strict accordance with the terms and conditions of this Ordinance;

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

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

SECTION 2: APPROVAL OF FINAL PLAT. Subject to and contingent upon the conditions set forth in Section 4 of this Ordinance, and pursuant to Sections 16.04.030 and 16.08.010 of the Subdivision Ordinance and the Village's home rule authority, the Village Council hereby approves the Final Plat, prepared by Greengard, Inc., and consisting of one sheet, with a latest revision date of April 22, 2025, attached to and, by this reference, made a part of this Ordinance as **Exhibit C**.

SECTION 3: APPROVAL OF VARIATION. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variation from Section 17.30.060 of the Zoning Ordinance is hereby granted for the Subject Property, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 4: CONDITIONS. The approvals granted by Sections 2 and 3 of this Ordinance are subject to, and contingent upon, compliance by the Owner with the following conditions:

- A. **Compliance with Subdivision Ordinance.** The approvals granted in Section 2 and 3 of this Ordinance are subject to and conditioned upon compliance with, and the inclusion of all of the information on the Final Plat required by Chapter 16.08 of the Subdivision Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Subdivision and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, Ordinances, rules, or regulations, the Owner must pay to the Village,

promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Owner must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

- D. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements at the Subject Property must be in strict accordance with the plans for the Proposed Improvements prepared by Edward Deegan Architects & Interiors consisting of 10 sheets, with a latest revision date of April 24, 2025, attached to and, by this reference made a part of this Ordinance as **Exhibit D**, 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 5: EXECUTION OF FINAL PLAT. The Village Council hereby authorizes and directs the Village President and the Village Clerk, upon satisfaction of the conditions set forth in Section 4 of this Ordinance, to execute and attest, on behalf of the Village, the Final Plat.

SECTION 6: RECORDATION OF FINAL PLAT. Upon execution of the Final Plat by the Village President and the Village Clerk, as provided in Section 5 of this Ordinance, and upon this Ordinance taking effect as provided in Section 11 of this Ordinance, the Village Clerk is hereby directed to cause the Final Plat to be recorded with the Cook County Clerk Recording Division.

SECTION 7: RECORDATION OF ORDINANCE; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Clerk Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Owner and each of their heirs, representatives, successors, and assigns.

SECTION 8: 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 Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council will not revoke the approvals granted in Sections 2 and 3 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 9: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 10: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 11: EFFECTIVE DATE.

A. This Ordinance will only be in full force and effect upon the occurrence of all of the following events: (i) passage and approval of this Ordinance as provided by law; and (ii) the demolition of the single-family detached dwelling located on the current 557 Orchard Lane parcel as of the date of this Ordinance in accordance with all applicable provisions of the Village Code.

B. The Approvals set forth in Sections 2 and 3 of this Ordinance will be effective only upon: (i) the filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit E** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance; and (ii) the approval and recording of the Final Plat.

C. In the event that the Owner does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 11.B of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare the Approvals granted in this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 17th day of June, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2025.

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 _____,
2025.

Introduced: 17th day of June, 2025

Passed and Approved: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION OF 557 ORCHARD LANE

THE EAST 50 FEET OF THE WEST 100 FEET OF THE SOUTHEAST QUARTER OF BLOCK 10 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 05-21-303-010-0000

Commonly known as 557 Orchard Lane, Winnetka, Illinois.

EXHIBIT B

LEGAL DESCRIPTION OF 561 ORCHARD LANE

THE WEST 50 FEET OF THE SOUTHEAST 1/4 OF BLOCK 10 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 05-21-303-009-0000

Commonly known as 561 Orchard Lane, Winnetka, Illinois.

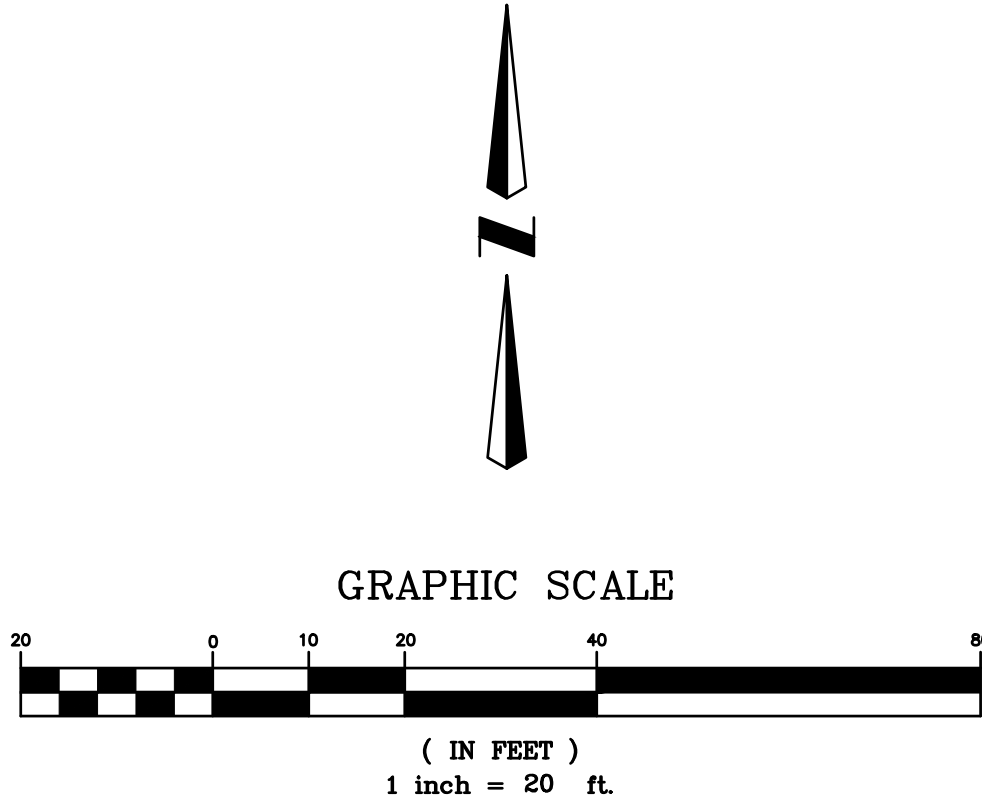
EXHIBIT C

FINAL PLAT

(SEE ATTACHED EXHIBIT C)

FINAL PLAT
557/561 ORCHARD LANE CONSOLIDATION

BEING A CONSOLIDATION OF THE WEST 100 FEET OF THE SOUTHEAST QUARTER OF BLOCK 10 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



LOCATION MAP
NOT TO SCALE

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

THIS IS TO CERTIFY THAT

_____, AS OWNER(S) OF THE LAND DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED AND HAVE DETERMINED TO THE BEST OF ITS KNOWLEDGE THE SCHOOL DISTRICTS IN WHICH THE LOT LIES, AS FOLLOWS:

SCHOOL DISTRICTS LOT NUMBERS

ELEMENTARY SCHOOL DISTRICT #36
NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT #203 } ALL LOTS
OAKTON COMMUNITY COLLEGE DISTRICT #535

DATED THIS _____ DAY OF _____, A.D. 20_____.

PRINTED NAME AND TITLE

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ OF THE _____ DID PERSONALLY APPEAR BEFORE ME THIS DAY AND ACKNOWLEDGE THAT THEY DID SIGN THE HEREON DRAWN PLAT AS THEIR FREE AND VOLUNTARY ACT. GIVEN MY SIGNATURE AND SEAL DATED THIS _____ DAY OF _____, A.D. 20_____.

NOTARY PUBLIC

MORTGAGEE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

THIS IS TO CERTIFY _____ AS MORTGAGE HOLDER OF THE PROPERTY DESCRIBED HEREON DOES HEREBY CONSENT TO THE CONSOLIDATION OF SAID PROPERTY AS SHOWN ON THE PLAT HEREON DRAWN.

_____, AS MORTGAGE HOLDER.

BY:

PRINTED NAME AND TITLE: _____

ATTEST: _____

PRINTED NAME AND TITLE: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ OF THE _____ DID PERSONALLY APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN THE HEREON DRAWN PLAT AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 20_____.

NOTARY PUBLIC

CURRENT P.I.N. NUMBERS

PARCEL 1—P.I.N. 05-21-303-009-0000
PARCEL 2—P.I.N. 05-21-303-010-0000

SURVEYORS NOTES:

1. THE BEARINGS SHOWN ON THIS PLAT ARE ON AN ASSUMED BASIS.
2. THIS PLAT OF RESUBDIVISION IS BASED UPON A BOUNDARY SURVEY PREPARED BY GREENGARD INC. ON SEPTEMBER 20, 2018.
3. EXISTING IMPROVEMENTS NOT SHOWN.

GENERAL NOTES:

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____ A.D. 20_____

BY: _____
VILLAGE ENGINEER

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____, VILLAGE COLLECTOR OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREON THAT HAVE BEEN APPORTIONED AGAINST THE TRACT INCLUDED IN THIS PLAT OF CONSOLIDATION.

DATED THIS _____ DAY OF _____ A.D. 20_____.

BY: _____
VILLAGE COLLECTOR

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED BY THE DIRECTOR OF WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____ A.D. 20_____

BY: _____
WATER AND ELECTRIC DIRECTOR

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED BY THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS PLAN COMMISSION

DATED THIS _____ DAY OF _____, 20_____.

BY: _____
PLAN COMMISSION CHAIRMAN

ATTEST: _____
SECRETARY

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____ A.D. 20_____

BY: _____
VILLAGE PRESIDENT

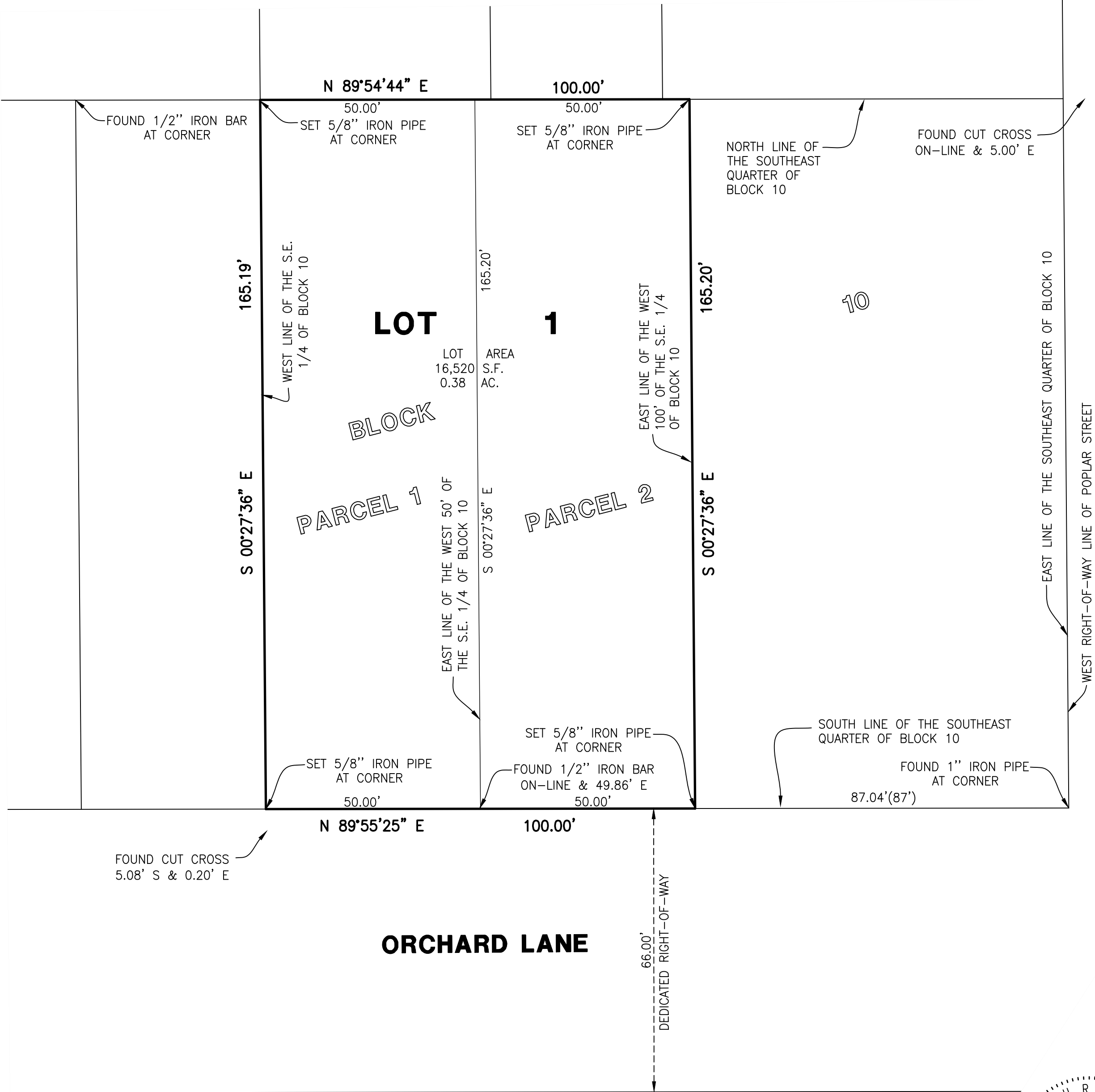
ATTEST: _____
CLERK

SEND FUTURE TAX BILL TO:

KATHERINE KIRKPATRICK
561 ORCHARD LANE
WINNETKA, ILLINOIS 60093

SUBMITTED BY AND RETURN PLAT TO:

VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT
510 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093



SURVEYORS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

THIS IS TO STATE THAT WE GREENGARD, INC., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:
THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF BLOCK 10 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
561 ORCHARD LANE, WINNETKA, ILLINOIS 60093
PARCEL AREA = 8,260 SQ.FT.
P.I.N. 05-21-303-009-0000

PARCEL 2:
THE EAST 50 FEET OF THE WEST 100 FEET OF THE SOUTHEAST QUARTER OF BLOCK 10 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
557 ORCHARD LANE, WINNETKA, ILLINOIS 60093
PARCEL AREA = 8,260 SQ.FT.
P.I.N. 05-21-303-010-0000

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

THE ABOVE DESCRIBED TRACT IS LOCATED WITHIN ZONE X, (NO SCREEN) AREA OF MINIMAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17031C0251K, WITH A MAP EFFECTIVE DATE OF SEPTEMBER 10, 2021 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE VILLAGE OF WINNETKA, ILLINOIS, WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

DATED THIS _____ DAY OF _____, A.D. 20_____.

GREENGARD, INC.
111 BARCLAY BLVD., SUITE 310
LINCOLNSHIRE, ILLINOIS 60069-2906
JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/26.

PERMISSION TO RECORD

THE UNDERSIGNED HEREBY AUTHORIZES THE VILLAGE OF WINNETKA AND/OR ITS DESIGNATED AGENTS TO RECORD SAID RESUBDIVISION PLAT WITH THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON BEHALF OF THE UNDERSIGNED.

THIS _____ DAY OF _____, A.D. _____
GREENGARD, INC.
111 BARCLAY BLVD., SUITE 310
LINCOLNSHIRE, ILLINOIS 60069-2906
JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/26.



DESIGNED BY: AN DATE: 12-17-24
CHECKED BY: JRS DATE: 12-17-24
APPROVED BY: _____ DATE: _____



GREENGARD, INC.
Engineers • Surveyors • Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615
PHONE: 847-634-3883 FAX: 847-634-0687
E-MAIL: 231@GREENGARDINC.COM ILL. REGISTRATION NO. 184-000995

SCALE: 1"=20'
DRAWING No. 70226
SHEET 1 of 1

557 & 561 ORCHARD LANE — WINNETKA, ILLINOIS

PLAT OF CONSOLIDATION

EXHIBIT D

PLANS

(SEE ATTACHED EXHIBIT D)

A RENOVATION & ADDITION IN WINNETKA

THE BOS KIRKPATRICK RESIDENCE

561 ORCHARD LANE.
WINNETKA, IL 60093

ARCHITECTURAL DOCUMENTATION:

A001	COVER SHEET
A002	SITE PLAN
A003	ZONING DIAGRAMS
A100	BASEMENT/FOUNDATION PLAN
A101	FIRST FLOOR PLAN
A102	SECOND FLOOR PLAN
A103	ATTIC/ROOF PLAN
A200	SOUTH & WEST ELEVATIONS
A201	NORTH & EAST ELEVATIONS
A202	GARAGE ELEVATIONS

Professional Design Firm
License NO 184 007114

DATE	DRAWING SET
01 29 2025	PRELIMINARY PRICING
04 24 2025	WINNETKA - ZONING COMMENTS #1

The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

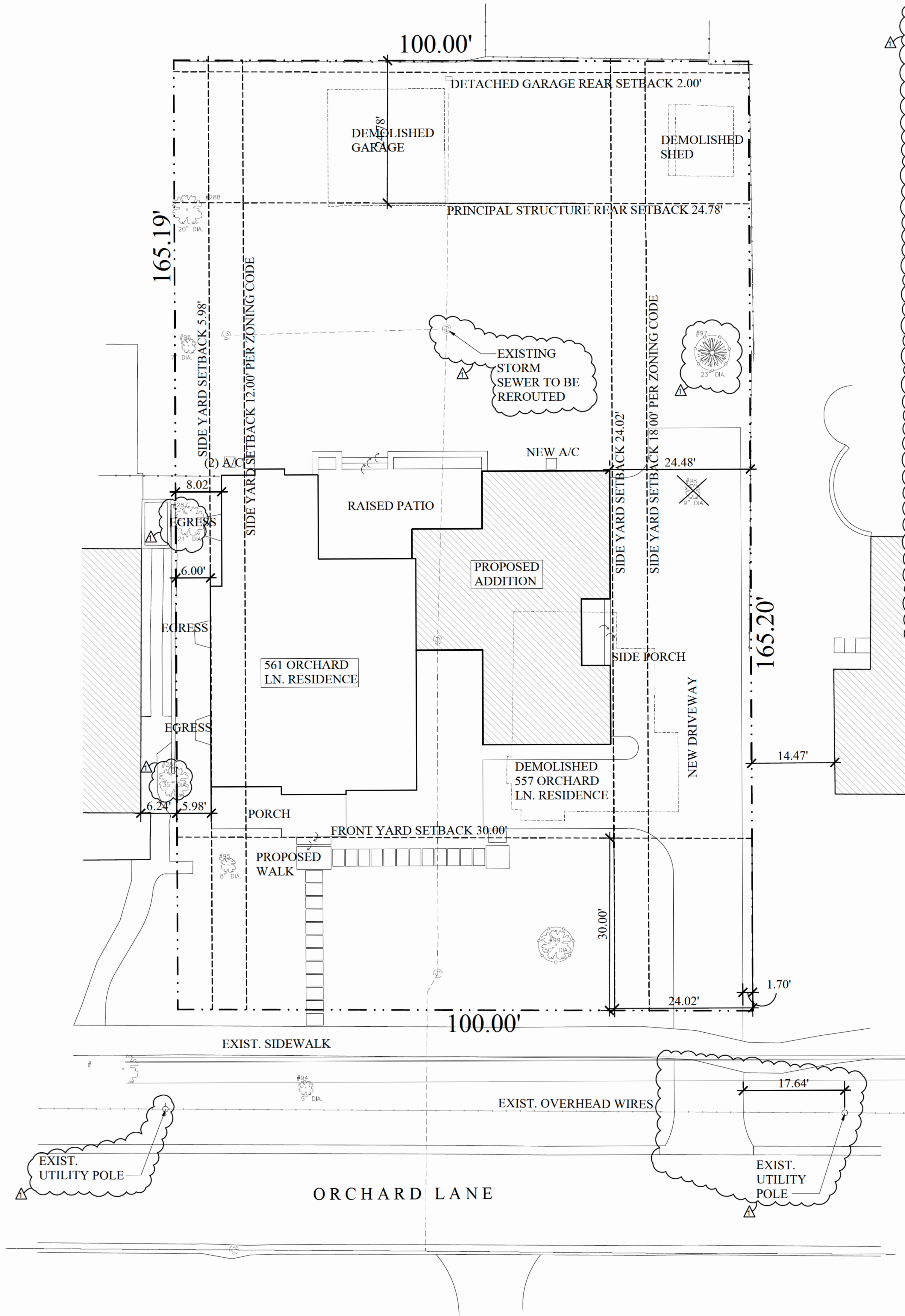
EDWARD DEEGAN
ARCHITECTS & INTERIORS
560 Green Bay Road #301
Winnetka IL 60093
(847) 906 - 4110

Sheet No

A001

Project No24 71

-NOT FOR CONSTRUCTION-



ARCHITECT'S SITE NOTES

1. SURVEY INFORMATION SHOWN HEREIN IS TAKEN FROM PLAT OF SURVEY PREPARED BY GREENGARD, INC, LINCOLNSHIRE, IL, 60091-3615. PHONE (262-634-3883), PROJECT NO: (70266).

2. NO WARRANTY IS MADE REGARDING THE ACCURACY OF THE SURVEY

4. ERRORS IN TOPOGRAPHY AND/OR FAILURE TO NOTIFY ARCHITECT OF DISCREPANCIES SHALL VOID THIS DESIGN.

GENERAL SITE NOTES

1. ALL TREES AND SHRUBBERY OUTSIDE OF 10' (TEN) PERIMETER OF THE BUILDING STRUCTURE SHALL REMAIN AND SHALL BE PROTECTED FROM DAMAGE AT ALL TIMES, UNLESS OTHERWISE DIRECTED. WITHIN THE CROWN LINE OF ANY TREES TO REMAIN. DO NOT STORE ANY MATERIALS, STOCKPILE SOIL, PARK OR DRIVE VEHICLES OR EQUIPMENT, CHANGE EXISTING GRADE, WATER LEVEL OR DRAINAGE PATTERNS, UNLESS SPECIFICALLY PERMITTED TO DO SO BY THE ARCHITECT. DAMAGED TREES SHALL BE REPLACED BY NEGLIGENT PARTY WITH STOCK OF EQUAL SIZE AND VALUE.

2. PROVIDE POSITIVE DRAINAGE AWAY FROM STRUCTURE IN ALL DIRECTIONS. VERIFY GRADES AND RELATIVE FLOOR LEVELS IN FIELD PRIOR TO EXCAVATION AND MAKE ADJUSTMENTS AS DIRECTED BY ARCHITECT TO ENSURE PROPER DRAINAGE.

3. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING EROSION CONTROL MEASURES AT SITE DURING CONSTRUCTION AS REQUIRED BY LOCAL AUTHORITIES.

4. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES, AND HAVE ALL EXISTING UTILITIES STAKED PRIOR TO ANY CONSTRUCTION.

5. THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO INITIATING ANY CONSTRUCTION.

6. ALL INSTALLATIONS SHALL CONFORM TO THE APPROPRIATE REGULATORY AGENCY REQUIREMENTS.

SITE LEGEND

= EXIST. DECIDUOUS TREE WIDTH DIA. IN INCHES

= EXIST. CONIFEROUS TREE WIDTH DIA. IN INCHES

= EXIST. TREE TO BE REMOVED

= PROPOSED PROTECTIVE TREE FENCING

= EXISTING UTILITY POLE

ZONING INFO & COMPLIANCE

PARCEL NO. 1: 05-21-303-009-0000 2: 05-21-303-010-0000 (CONSOLIDATED)

ZONING DISTRICT: **R-5 SINGLE FAMILY RESIDENTIAL DISTRICT**

LOT AREA & SIZE = **16,520 SF OR 0.38 ACRES**

SETBACK CALCULATIONS:

FRONT YARD SETBACK
RULED BY WINNETKA: **30.00'**
AVERAGE FRONT SETBACK RULE (MAY OVERRIDE THE MINIMUM):
IF THERE ARE AT LEAST 3 PRINCIPAL BUILDINGS ON YOUR BLOCK FACE
AND IF AT LEAST 50% OF THOSE BUILDINGS HAVE FRONT SETBACKS GREATER THAN 30 FEET THEN:
YOUR SETBACK MUST MATCH THE AVERAGE OF ALL EXISTING FRONT SETBACKS ON THE BLOCK FACE

SIDE YARD:
100 FEET OR MORE LOT WIDTH = 12 FEET BASE, 18' OTHER SIDE TOTAL 30.00'
BASE: **5.98'** - RESULT TO NOT MAKE EXISTING RESIDENCE A NON-CONFORMITY
30% OF LOT WIDTH
100' x 0.30 = 30'-0" MINIMUM TOTAL (ACTUAL 30.00')
OTHER SIDE: 30.0' - 5.98' = **24.02' ONE SIDE**

REAR YARD:
15% OF LOT DEPTH: 162.20' x 0.15 = 24.78'
LIMITED TO MAXIMUM OF 25'-0"
THEREFORE: **24.78'**

AREA CALCULATIONS: SEE SHEET A003

FLOOR AREA RATIO (POST-FAR FORMULA):
5,161.95 SF MAX. FLOOR AREA
PROPOSED = 5,155.31 SF ✓ REMAINING = 6.64 SF

ROOFED COVERAGE:
25% OF LOT AREA
16,520 x 0.25 = **4,130 SF ALLOWED**
PROPOSED = 3,173.8 SF ✓ REMAINING = 956.2 SF

IMPERVIOUS SURFACE:
50% OF LOT AREA
16,520 x 0.50 = **8,260 SF ALLOWED**
PROPOSED = 5,912.8 SF ✓ REMAINING = 2,347.2 SF

FRONT YARD COVERAGE:
FRONT YARD AREA: 30' x 100' = 3,000 SF ALLOWED
MAXIMUM 30% COVERAGE
3,000 SF x 0.30 = **900 SF ALLOWED**
PROPOSED = 567.5 SF ✓ REMAINING = 332.5 SF

ATTIC EXCLUSION:
3% OF LOT AREA
16,520 x .03 = 495.6 SF
EXISTING ATTIC FAR = 333.54 SF
THEREFORE TOTAL EXCLUSION: **333.54 SF**

MAXIMUM HEIGHT LIMITS:
STORIES: 2½
BUILDING HEIGHT: 31'-0"
DISTANCE TO UPPER FLOOR: 20'-0" OR ACTUAL DISTANCE, WHICHEVER IS LESS

MEASUREMENT DETAILS:
TOP OF FIRST FLOOR MEASURED FROM LOWEST NATURAL GRADE
MAXIMUM HEIGHT MEASURED FROM TOP OF FIRST FLOOR TO HIGHEST ROOF POINT

STANDARDIZED UPPER FLOOR HEIGHTS:
R-5 ZONING = 20 FT.
(20 FEET ALLOWABLE HEIGHT FROM TOP OF FIRST FLOOR TO ATTIC. FLOOR LINE)

Professional Design Firm
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DATE 01 29 2025 DRAWING SET PRELIMINARY PRICING
04 24 2025 WINNETKA - ZONING COMMENTS #1

The Bos Kirkpatrick Residence

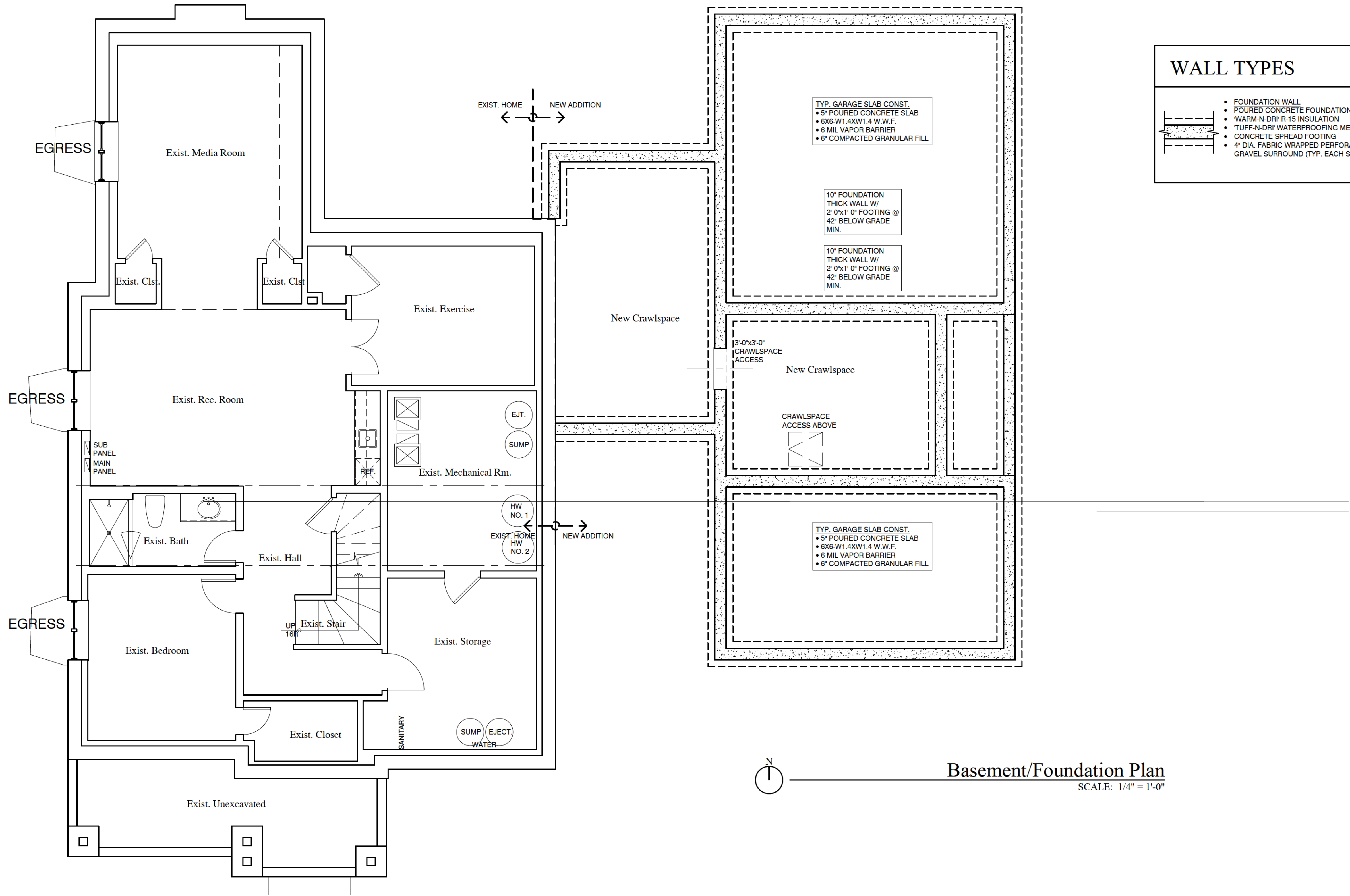
561 Orchard Lane
Winnetka IL, 60093

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ARCHITECTS & INTERIORS
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Winnetka IL 60093
(847) 906 - 4110

Sheet No
A002
Project No 24 71



Site Plan
SCALE: 1" = 10'-0"



The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

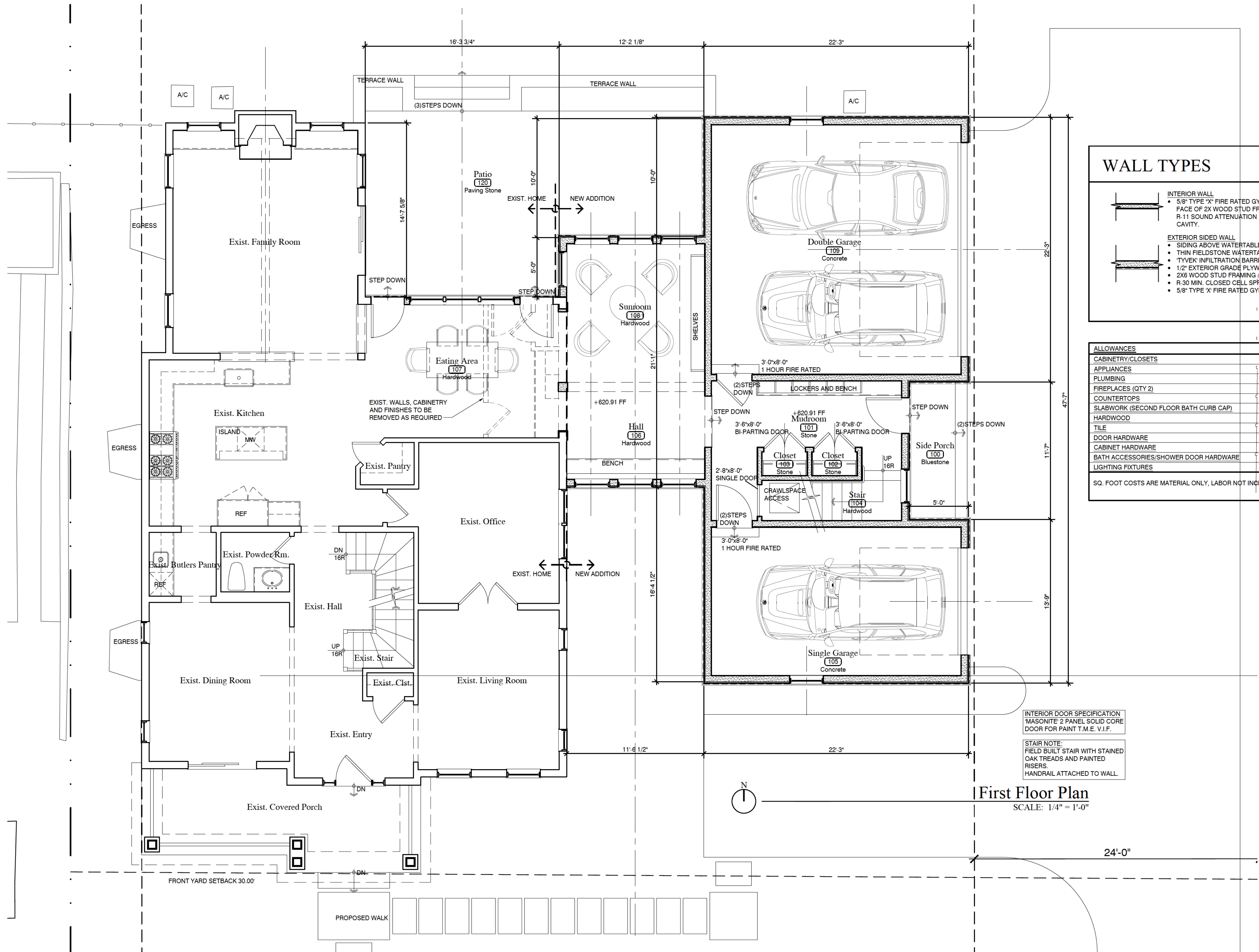
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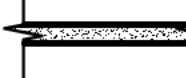
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WALL TYPES	
	INTERIOR WALL 5/8" TYPE "X" FIRE RATED GYPSUM BOARD ON EACH FACE OF 2X WOOD STUD FRAMING, 16" O.C. WITH R-11 SOUND ATTENUATION INSULATION IN STUD CAVITY.
	EXTERIOR SIDED WALL - SIDING ABOVE WATERTABLE PER ELEVATIONS T.M.E. - THIN FIELDSTONE WATERTABLE WITH LIMESTONE COPING T.M.E. - TYVEK INFILTRATION BARRIER 1/2" EXTERIOR GRADE PLYWOOD SHEATHING 2X6 WOOD STUD FRAMING @ 16" O.C. - R-30 MIN. CLOSED CELL SPRAY FOAM INSULATION 5/8" TYPE "X" FIRE RATED GYPSUM BOARD INTERIOR WALL FINISH

ALLOWANCES	
CABINETS/CLOSETS	\$18,000.00
APPLIANCES	\$10,000.00
PLUMBING	\$5,000.00
FIREPLACES (QTY 2)	\$6,000.00 EACH
COUNTERTOPS	\$13,000.00
SLABWORK (SECOND FLOOR BATH CURB CAP)	\$500.00
HARDWOOD	\$15,000.00
TILE	\$12.00 PER SQ. FT.
DOOR HARDWARE	\$2,500.00
CABINET HARDWARE	\$1,000.00
BATH ACCESSORIES/SHOWER DOOR HARDWARE	\$500.00
LIGHTING FIXTURES	\$4,000.00
SQ. FOOT COSTS ARE MATERIAL ONLY, LABOR NOT INCLUDED	

INTERIOR DOOR SPECIFICATION
"MASONITE" 2 PANEL SOLID CORE
DOOR FOR PAINT T.M.E. V.I.F.

STAIR NOTE:
FIELD BUILT STAIR WITH STAINED
OAK TREADS AND PAINTED
RISERS.
HANDRAIL ATTACHED TO WALL.

First Floor Plan
SCALE: 1/4" = 1'-0"

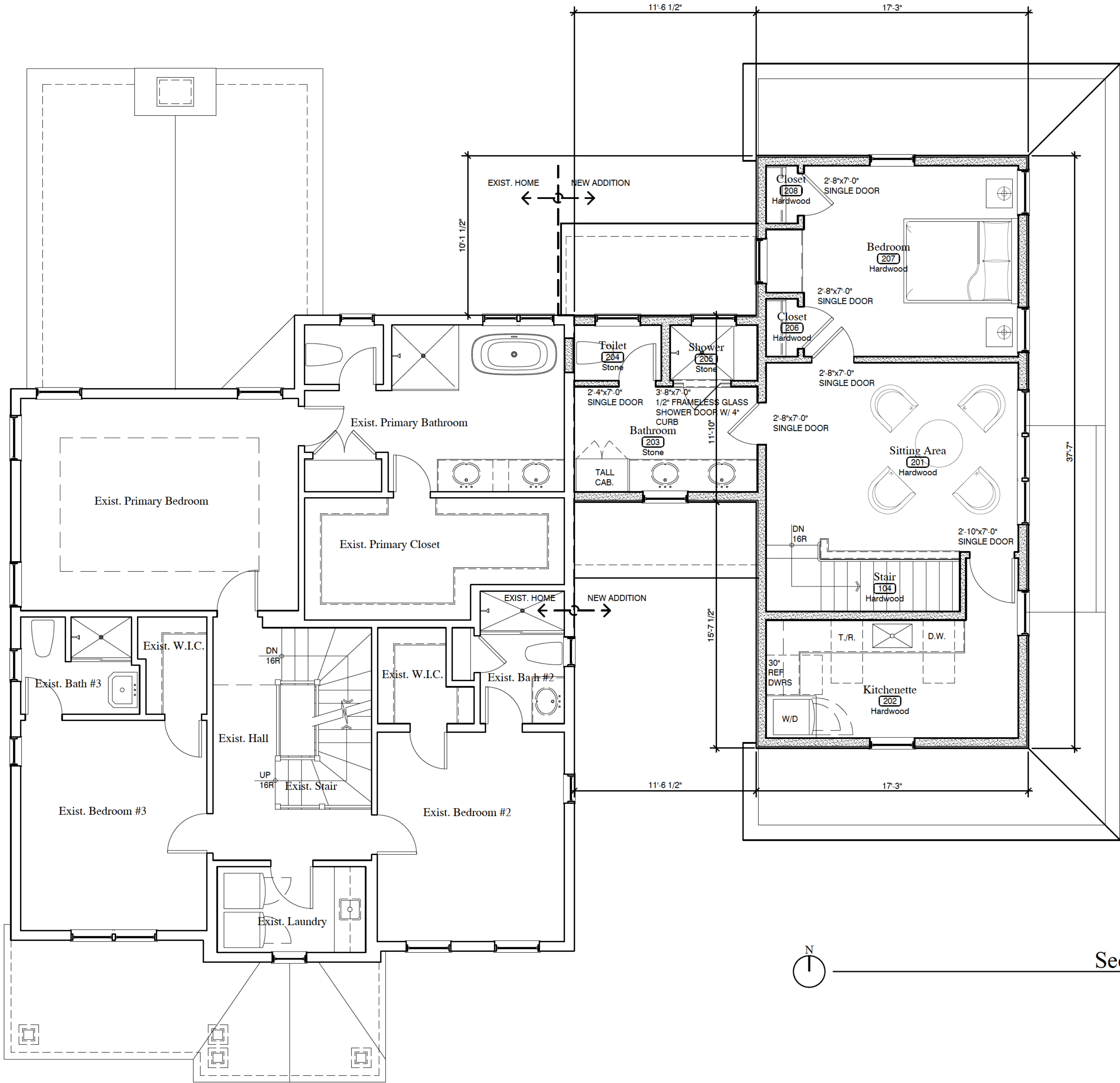
The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

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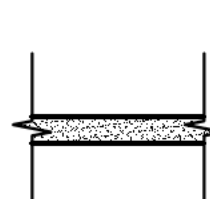


WALL TYPES



INTERIOR WALL

- 5/8" TYPE 'X' FIRE RATED GYPSUM BOARD ON EACH FACE OF 2X WOOD STUD FRAMING, 16" O.C. WITH R-11 SOUND ATTENUATION INSULATION IN STUD CAVITY.



EXTERIOR SIDED WALL

- SIDING PER ELEVATIONS T.M.E.
- TYVEK INFILTRATION BARRIER
- 1/2" EXTERIOR GRADE PLYWOOD SHEATHING
- 2X8 WOOD STUD FRAMING @ 16" O.C.
- R-30 MIN. CLOSED CELL SPRAY FOAM INSULATION
- 5/8" TYPE 'X' FIRE RATED GYPSUM BOARD INTERIOR WALL FINISH

Second Floor Plan
SCALE: 1/4" = 1'-0"

The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

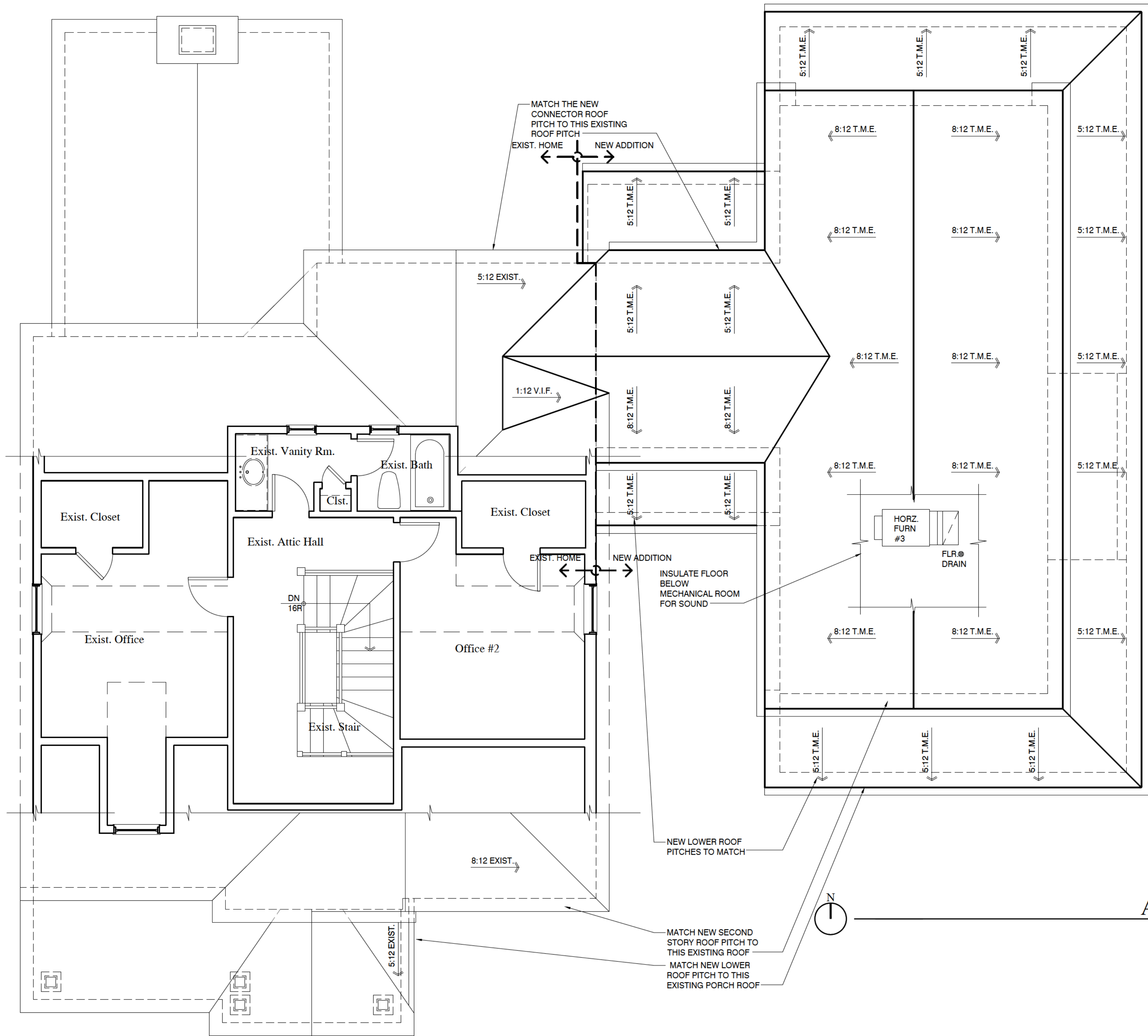
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ZONING
COMMENTS #1



Attic/Roof Plan
SCALE: 1/4" = 1'-0"

ROOF TYPES	
	SHINGLE ROOFED AREA • SHINGLE ROOFING T.M.E. • 'GRACE ICE & WATERCHIELD' UNDERLAYMENT • 5/8" EXTERIOR GRADE PLYWOOD SHEATHING • 2X10 ROOF RAFTERS @ 16" O.C. • R-50 CLOSED CELL SPRAY FOAM INSULATION • 5/8" TYPE 'X' FIRE RATED GYPSUM BOARD
	LOW SLOPE SADDLE ROOF • 3 PLY BITUMINOUS ROOFING • 'GRACE ICE & WATERCHIELD' UNDERLAYMENT • 5/8" EXTERIOR GRADE PLYWOOD SHEATHING • 2X10 ROOF RAFTERS @ 16" O.C. • R-50 CLOSED CELL SPRAY FOAM INSULATION • 5/8" TYPE 'X' FIRE RATED GYPSUM BOARD

The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

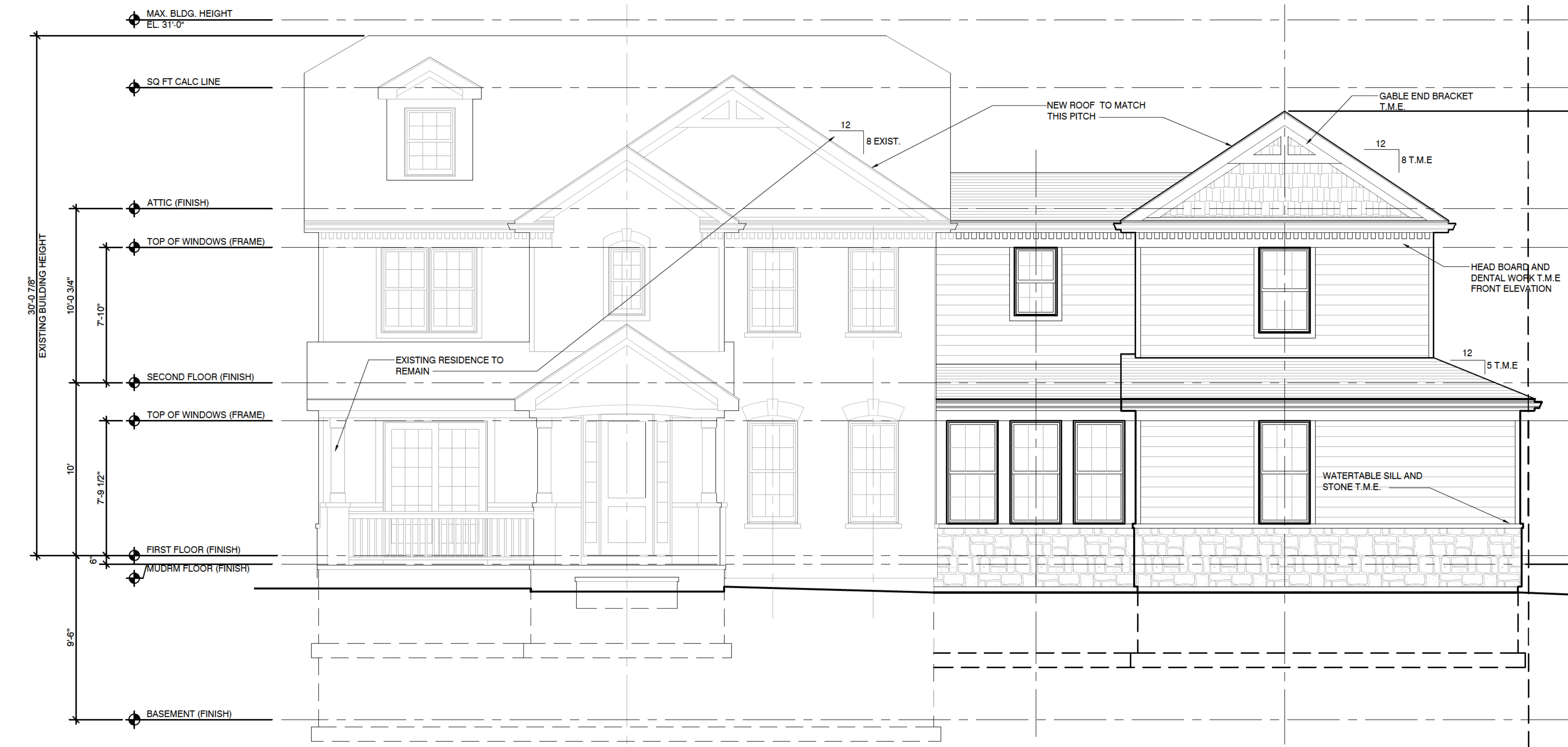
-NOT FOR CONSTRUCTION-

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Sheet No
A103
Project No 24 71

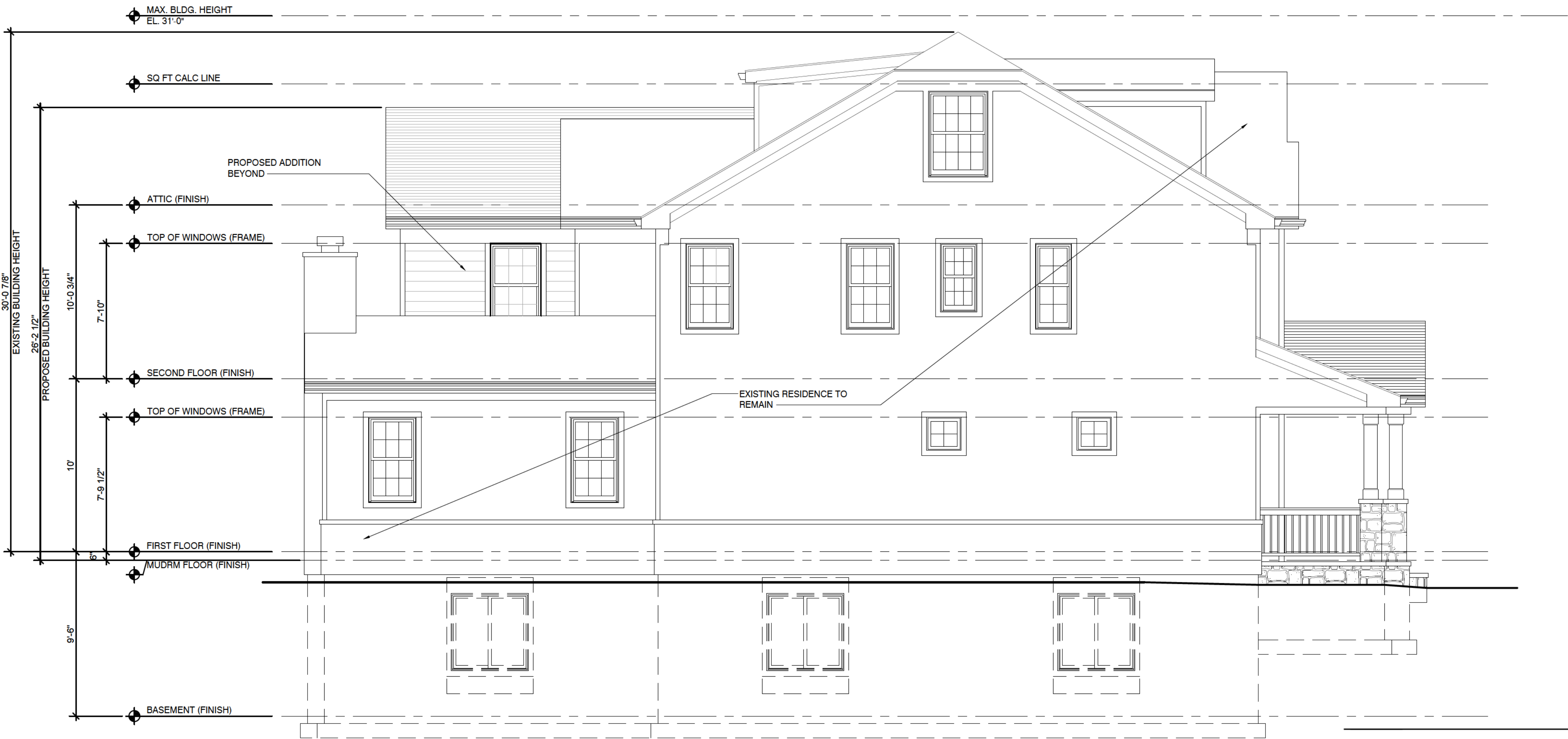
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License NO 184 007114

DATE	DRAWING SET
01 29 2025	PRELIMINARY PRICING
04 24 2025	WINNETKA - ZONING COMMENTS #1



EXTERIOR FINISHES	
ITEM	DESCRIPTION
SHINGLES	ASPHALT ARCHITECTURAL SHINGLE T.M.E.
SADDLE LOW SLOPE ROOF	3 PLY MODIFIED BITUMINOUS ROOFING
SIDING, TYP. (HORZ.) (MAIN HOUSE)	COMPOSITE LAP SIDING T.M.E. FOR PAINT T.B.D.
SHINGLE SIDING IN FRONT GABLE END	SHINGLE SIDING T.M.E. PRODUCT
WINDOW TRIM BOARDS	5/4X4 COMPOSITE TRIM T.M.E.
GUTTERS & DOWNSPOUTS	K STYLE GUTTERS T.M.E.
TRIM CORNER BOARDS	5/4X4 COMPOSITE TRIM BOARS T.M.E.
SOFFIT FINISH	COMPOSITE SHEET PRODUCT WITH ALUM. VENT GRILLES T.M.E.
WINDOWS & DOORS	'MARVIN ESSENTIAL' 'ULTREX' WINDOWS WITH 7/8" GBS'S T.M.E.
FIRST FLOOR PATIOS	PAVING STONE ON A LOOSE SAND SET BED
STONE	THIN CUT STONE VENEER T.M.E.
GARAGE DOORS	'CLOPAY' 'CANYON RIDGE CARRIAGE HOUSE 5-LAYER' -TOP SECTION-REC14 -CAN2 DESIGN11 -STANDARD WHITE COLOR -DOUBLE PANE CLEAR GLASS -R.20.4 INSULATION
WOOD SIDE DOOR	'TRUSTILE' ENTRY SYSTEM -PL106 SLAB -OR STICKING -PANEL A -SMOOTH CEDAR FOR PAINT

South Elevation
SCALE: 1/4" = 1'-0"



West Elevation
SCALE: 1/4" = 1'-0"

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License NO 184 007114

DATE

DRAWING SET

01 29 2025

PRELIMINARY PRICING

04 24 2025

WINNETKA - ZONING COMMENTS #1

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Winnetka IL 60093
(847) 906 - 4110

Sheet No

A200

Project No

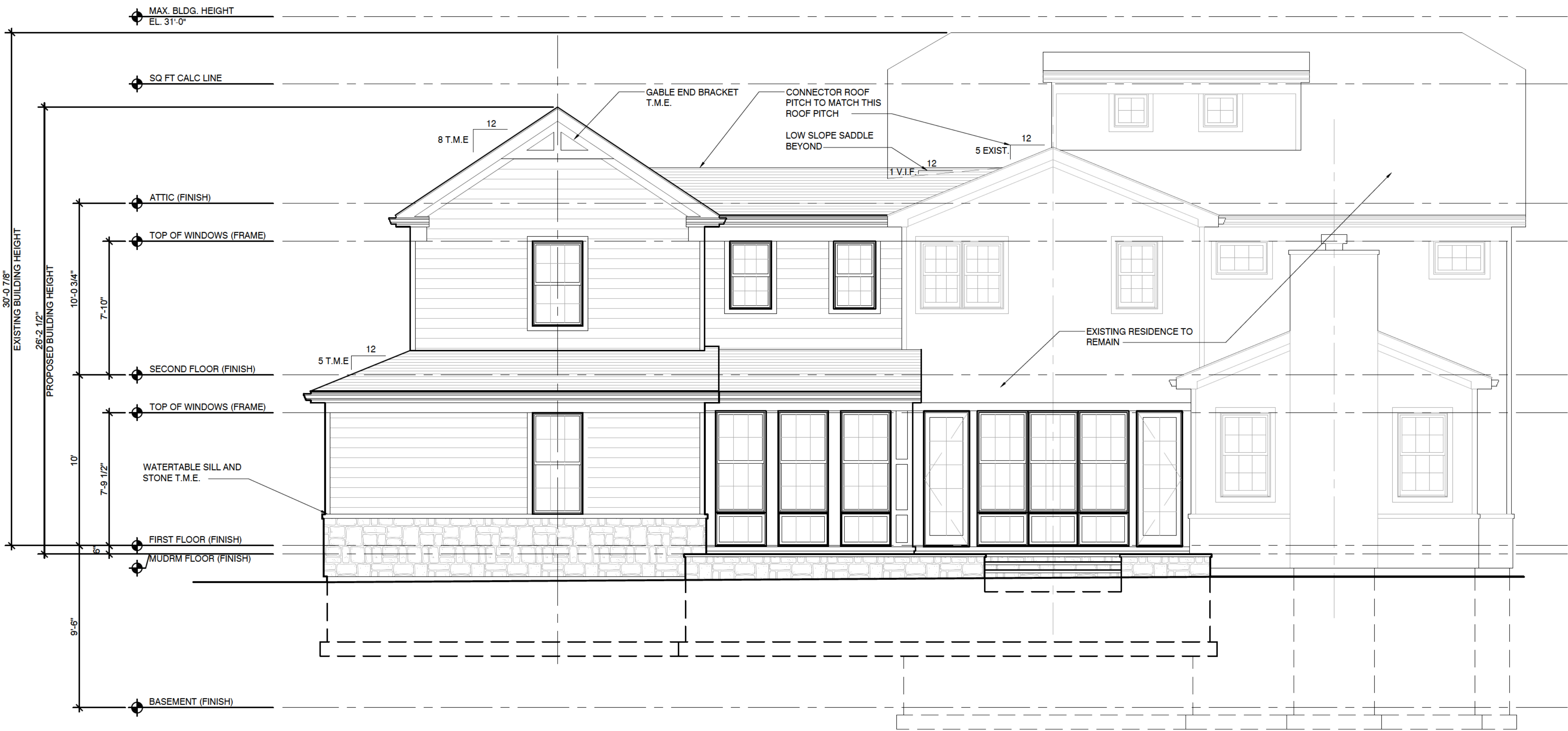
24 71

The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

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Page 221 of 353



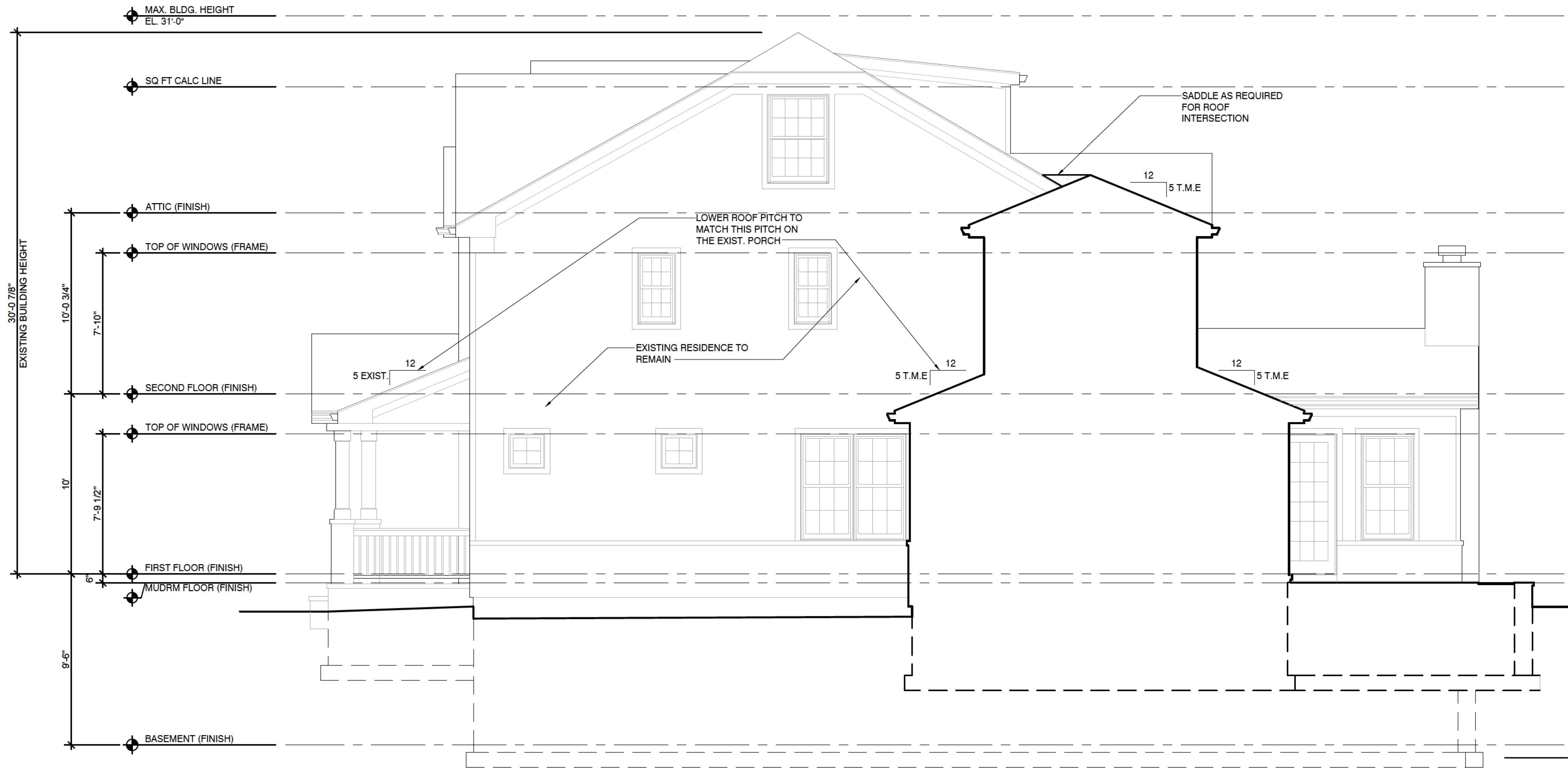
EXTERIOR FINISHES

ITEM	DESCRIPTION
SHINGLES	ASPHALT ARCHITECTURAL SHINGLE T.M.E.
SADDLE LOW SLOPE ROOF	3 PLY MODIFIED BITUMINOUS ROOFING
SIDING, TYP. (HORZ.) (MAIN HOUSE)	COMPOSITE LAP SIDING T.M.E. FOR PAINT T.B.D.
SHINGLE SIDING IN FRONT GABLE END	SHINGLE SIDING T.M.E. PRODUCT
WINDOW TRIM BOARDS	5/4X4 COMPOSITE TRIM T.M.E.
GUTTERS & DOWNSPOUTS	K STYLE GUTTERS T.M.E.
TRIM CORNER BOARDS	5/4X4 COMPOSITE TRIM BOARDS T.M.E.
SOFFIT FINISH	COMPOSITE SHEET PRODUCT WITH ALUM. VENT GRILLES T.M.E.
WINDOWS & DOORS	'MARVIN ESSENTIAL' 'ULTREX' WINDOWS WITH 7/8" GBS'S T.M.E.
FIRST FLOOR PATIOS	PAVING STONE ON A LOOSE SAND SET BED
STONE	THIN CUT STONE VENEER T.M.E.
GARAGE DOORS	'CLOPAY' 'CANYON RIDGE CARRIAGE HOUSE 5-LAYER' -TOP SECTION-REC14 -CAN2 DESIGN11 -STANDARD WHITE COLOR -DOUBLE PANE CLEAR GLASS -R-20.4 INSULATION
WOOD SIDE DOOR	'TRUSTILE' ENTRY SYSTEM -PL106 SLAB -OR STICKING -PANEL A -SMOOTH CEDAR FOR PAINT

T.M.E. = TO MATCH EXISTING

North Elevation

SCALE: 1/4" = 1'-0"



East Elevation

SCALE: 1/4" = 1'-0"

The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

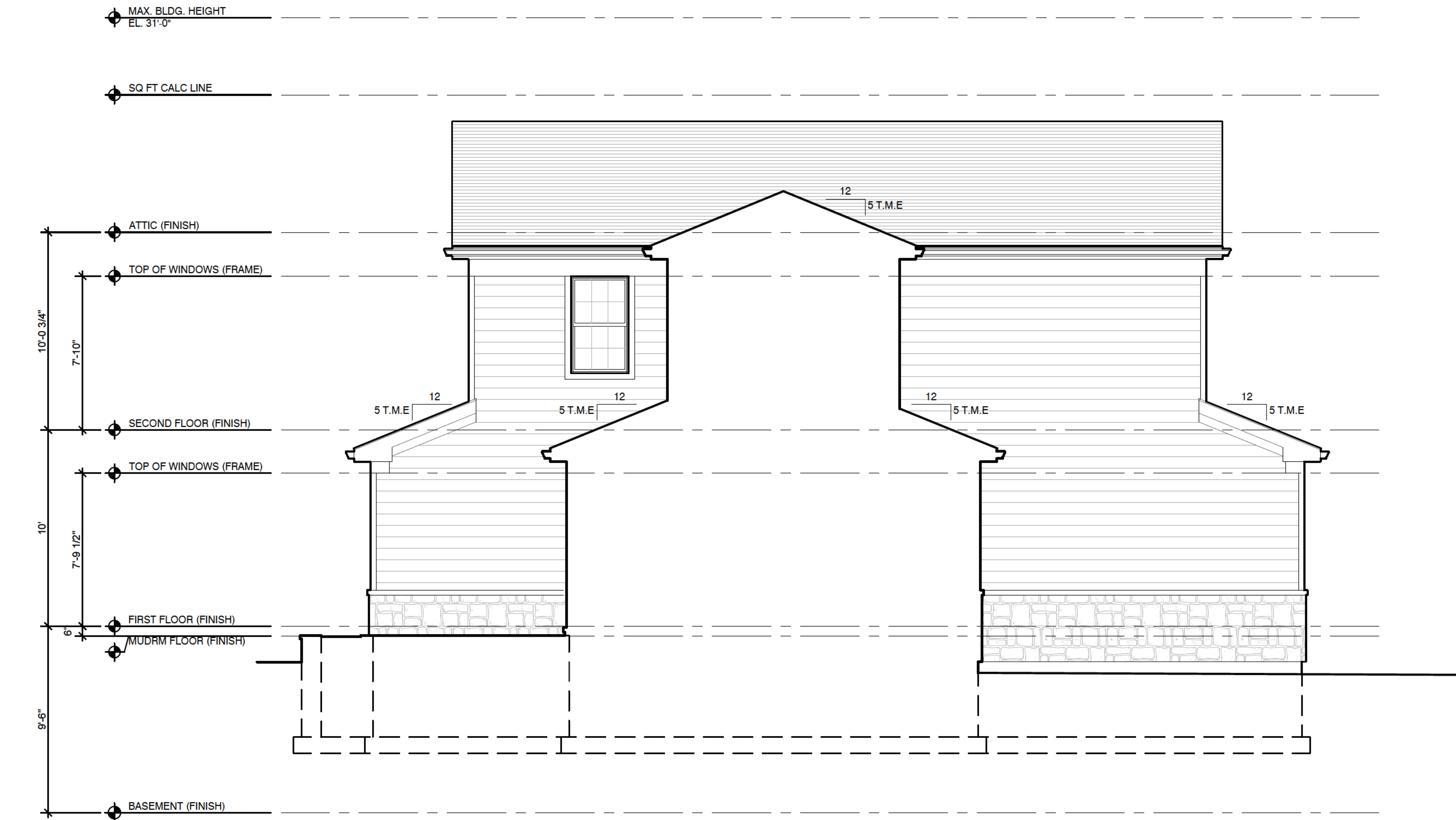
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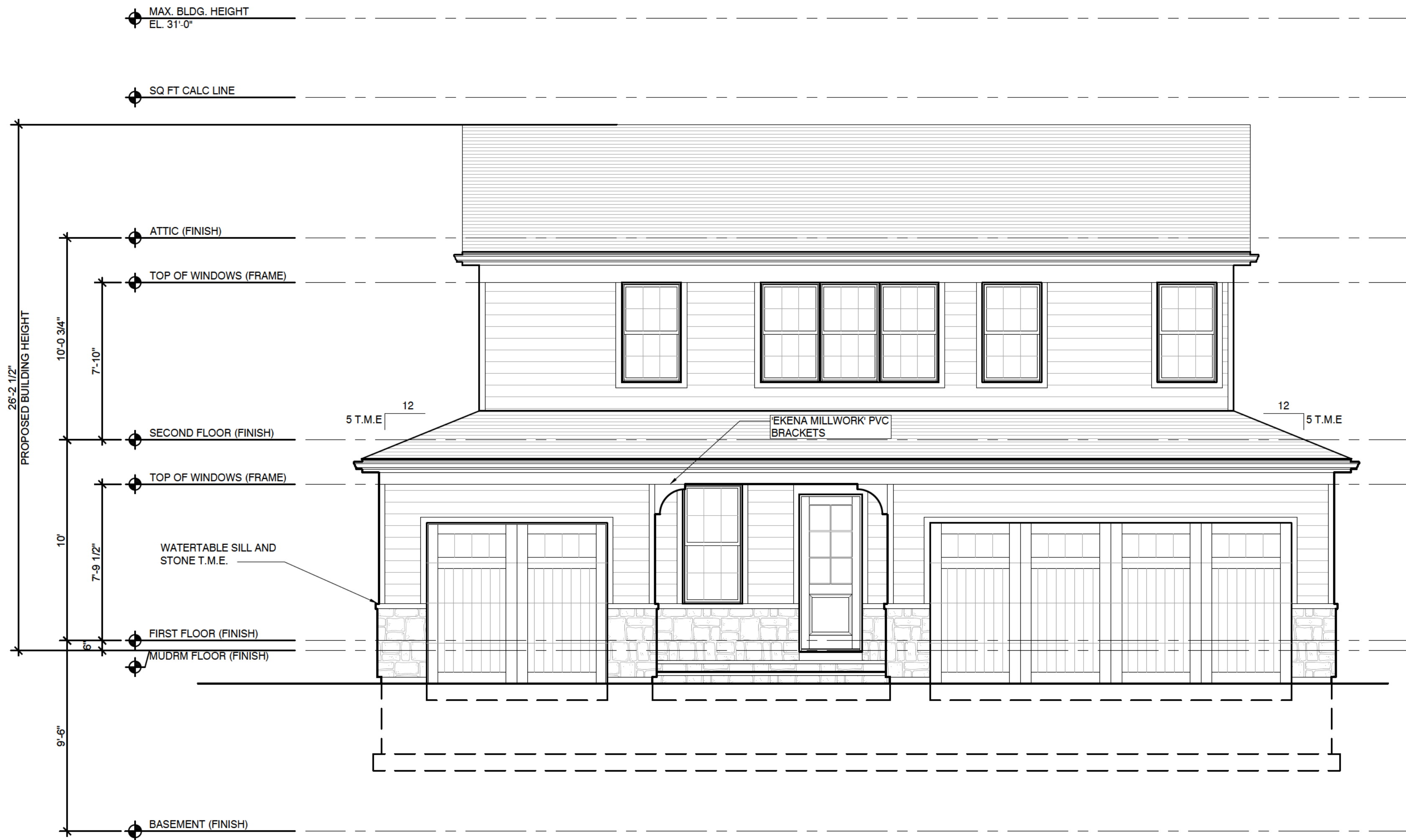
EXTERIOR FINISHES

ITEM	DESCRIPTION
SHINGLES	ASPHALT ARCHITECTURAL SHINGLE T.M.E.
SADDLE LOW SLOPE ROOF	3 PLY MODIFIED BITUMINOUS ROOFING
SIDING, TYP. (HORZ.) (MAIN HOUSE)	COMPOSITE LAP SIDING T.M.E. FOR PAINT T.B.D.
SHINGLE SIDING IN FRONT GABLE END	SHINGLE SIDING T.M.E. PRODUCT
WINDOW TRIM BOARDS	5/4X4 COMPOSITE TRIM T.M.E.
GUTTERS & DOWNSPOUTS	K STYLE GUTTERS T.M.E.
TRIM CORNER BOARDS	5/4X4 COMPOSITE TRIM BOARS T.M.E.
SOFFIT FINISH	COMPOSITE SHEET PRODUCT WITH ALUM. VENT GRILLES T.M.E.
WINDOWS & DOORS	'MARVIN ESSENTIAL' 'ULTREX' WINDOWS WITH 7/8" GBS'S T.M.E.
FIRST FLOOR PATIOS	PAVING STONE ON A LOOSE SAND SET BED
STONE	THIN CUT STONE VENEER T.M.E.
GARAGE DOORS	'CLOPAY' 'CANYON RIDGE CARRIAGE HOUSE 5-LAYER' -TOP SECTION-REC14 -CAN2 DESIGN11 -STANDARD WHITE COLOR -DOUBLE PANE CLEAR GLASS -R-20.4 INSULATION
WOOD SIDE DOOR	'TRUSTILE' ENTRY SYSTEM -PL106 SLAB -OR STICKING -PANEL A -SMOOTH CEDAR FOR PAINT

T.M.E. = TO MATCH EXISTING

Garage West Elevation

SCALE: 1/4" = 1'-0"



Garage East Elevation

SCALE: 1/4" = 1'-0"

The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

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Project No 24 71

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DATE 01 29 2025
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EXHIBIT E
UNCONDITIONAL AGREEMENT AND CONSENT

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

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

WHEREAS, Katherine Kirkpatrick and Nicolas Ryan Bos (collectively, "***Owner***") is the record title owner of the parcels of real property located at 557 and 561 Orchard Lane in Winnetka, Illinois, and legally described in **Exhibit A** and **Exhibit B**, respectively, attached to and, by this reference, made a part of this Ordinance (collectively, "***Subject Property***"); and

WHEREAS, the Subject Property is located within the R-5 Single Family Residential District of the Village ("***R-5 District***"); and

WHEREAS, the area of the parcels located at 557 Orchard Lane and 561 Orchard Lane each measure 8,260 square feet; and

WHEREAS, the Owner desires to consolidate the two existing lots into a single lot of record ("***Proposed Subdivision***"); and

WHEREAS, the Owner desires to (i) demolish the existing residence and shed on 557 Orchard Lane; (ii) remove the existing detached garage on 561 Orchard Lane and construct an addition on the east side of the existing residence on the 561 Orchard Lane parcel ("***Proposed Addition***") and (iii) remove the existing driveways and install a new driveway on the east side of the Proposed Subdivision to construct an attached three-car garage (collectively, the "***Proposed Improvements***"); and

WHEREAS, following the Proposed Subdivision, the new lot will measure approximately 16,520 square feet, which lot size fully complies with the minimum lot area, lot width, and lot depth requirements set forth in the Village's Zoning Ordinance, as amended ("***Zoning Ordinance***"); and

WHEREAS, Section 17.30.060 of the Zoning Ordinance requires a minimum side yard setback of 12 feet from the property line; and

WHEREAS, the Proposed Subdivision renders the existing 561 Orchard Lane residence nonconforming, resulting in a setback of 5.98 feet from the west property line; and

WHEREAS, the Owner filed an application with the Village for: (i) approval of a final plat of consolidation for the Proposed Subdivision ("***Final Plat***"); and (ii) a variation from Section 17.30.060 of the Zoning Ordinance to allow a side yard setback of 5.98 feet from the west property line ("***Variation***") (collectively, the Final Plat, and Variation are the "***Requested Relief***"); and

WHEREAS, Ordinance M-08-2025, adopted by the Village Council on _____, 2025 ("***Ordinance***"), approved the Requested Relief; and

WHEREAS, Section 11 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the 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.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2025

ATTEST:

KATHERINE KIRKPATRICK

By:_____

By:_____

Its:_____

ATTEST:

NICOLAS RYAN BOS

By:_____

By:_____

Its:_____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: MAY 15, 2025
SUBJECT: 557 & 561 ORCHARD LANE - FINAL PLAT APPROVAL
557/561 ORCHARD LANE CONSOLIDATION (CASE NO. 25-04-SD)

INTRODUCTION

On May 22, 2025, the Plan Commission is scheduled to hold a public hearing on an application submitted by Katherine Kirkpatrick and Nicolas Bos (collectively, the “Applicant”), as the owners of the properties located at 557 Orchard Lane and 561 Orchard Lane, (collectively the “Subject Property”). The Applicant has filed an application seeking the following approval as part of a Final Subdivision Plat approval to consolidate the two existing lots into a single lot of record, together with the following relief:

1. A variation to permit the existing residence at 561 Orchard Lane to observe less than the minimum required side yard setback from the west property line, which is due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width.

The Plan Commission is charged with making a recommendation to the Village Council regarding the consolidation, including the requested zoning relief described above. Because the proposed subdivision incorporates a request for zoning relief, the application is subject to review by the Zoning Board of Appeals (ZBA) for the variation. The ZBA considered the request on May 12, 2025, and by a vote of 6-0 recommended approval of the variation. Details regarding the ZBA’s consideration are provided later in this report. The Applicant has also submitted a demolition application to demolish the existing residence at 557 Orchard Lane. The Historic Preservation Commission considered the demolition application on January 6, 2025, and by a vote of 5-0 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, informing them of the public hearing being held by the Plan Commission. The hearing was also properly noticed in the *Winnetka Talk* on May 1, 2025. As of the date of this memo, staff has received one written comment from the public regarding this application. The comment is provided in **Attachment C** of this report.

The Village Council has final jurisdiction on this request.

PROPERTY DESCRIPTION

The Subject Property is located on the north side of Orchard Lane, between Walnut and Poplar Streets, is zoned R-5 Single Family Residential and currently consists of two equally sized buildable lots. Each lot measures 8,260 square feet in lot area and 50 feet in lot width.

Each of the existing lots contains an existing two-story residence. The 557 Orchard Lane parcel also contains a storage shed and the 561 Orchard Lane parcel contains a detached garage. The existing parcels and improvements are depicted below in Figures 1 and 2.

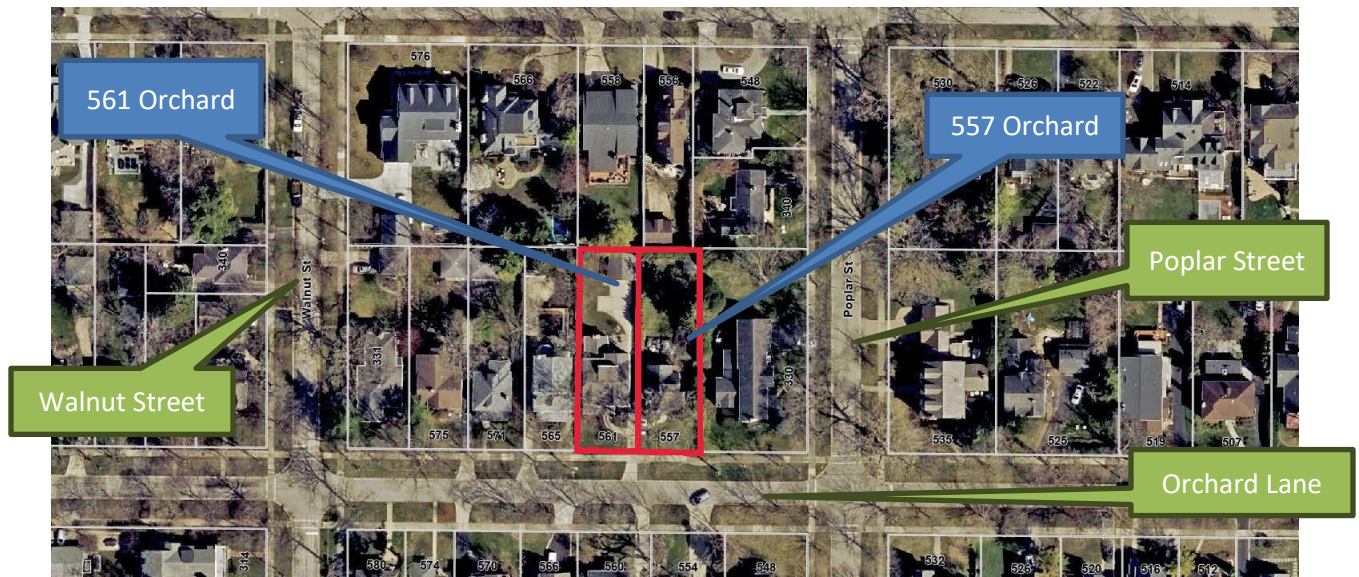


Figure 1 – Two Existing Lots



Figure 2 - Subject Property

The Comprehensive Plan designates the Subject Property as appropriate for “Single-Family Residential” uses (Figure 3). The Subject Property is located in a residential area with single-family residences. The Land Use Plan Map designates the surrounding properties as appropriate for “Single-Family Residential” uses.



Figure 3 – Comprehensive Plan Land Use Map – Winnetka Futures 2040 Plan

The Comprehensive Plan also contains the following vision statement and goal relevant to the proposed application:

***Pillar 1: Quality Liveable Neighborhoods Vision Statement:** A community of connected neighborhoods with safe, pedestrian-oriented streets, tree-lined parkways, and a variety of well-maintained housing offerings to meet the needs of all of its residents and create a unique and powerful sense of place.*

***Goal 1.1:** The Village will encourage renovation of existing homes and construction of new homes to be contextually consistent with existing single-family housing in its neighborhood.*

***Initiative 1.1.6:** Strengthen and maintain the rich and diverse character of the Village’s neighborhoods and sense of identity by highlighting each neighborhood’s unique elements that contribute positively to the Village.*

The Applicant’s use of the Subject Property for a single-family residence is consistent with the Comprehensive Plan land use designation and the R-5 zoning district.

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The original date of construction of 557 Orchard Lane cannot be determined from Village records. However, the Winnetka Historical Society estimates the residence was constructed in 1912. Construction of the existing residence at 561 Orchard Lane was completed in 2017. There are no previous zoning cases for the Subject Property.

GENERAL DESCRIPTION OF PROPOSED PLAT OF CONSOLIDATION / RESUBDIVISION

The Applicant resides at 561 Orchard Lane, which they acquired in 2021. Subsequently, the Applicant acquired the adjacent property at 557 Orchard Lane in 2024. If approved, the Applicant will demolish the existing residence and shed at 557 Orchard Lane and consolidate the two parcels into a single buildable lot measuring 16,520 square feet. The existing residence at 561 Orchard Lane would remain. As represented in the attached application materials (**Attachment A**), the Applicant also intends to remove the existing detached garage at 561 Orchard Lane and construct an addition on the east side of the existing residence on the 561 Orchard Lane parcel. Additionally, the Applicant intends to remove the existing driveways and install a new driveway on east side of the proposed consolidated lot which would lead to an attached three-car garage. The necessary permit applications for these proposed improvements have not been submitted to date, the Applicant is simply demonstrating what their intent for the proposed consolidated lot is at this time. However, a preliminary zoning review of the proposed improvements has been completed to verify that what is being presented to the Commission complies with all zoning regulations.

The proposed subdivision is represented in Figure 4 below. An excerpt of the proposed site plan is also provided on the following page in Figure 5 and an excerpt of the *557/561 Orchard Lane Consolidation* plat is provided in Figure 6 later in this report.



Figure 4 – Proposed subdivision (neighborhood map view)

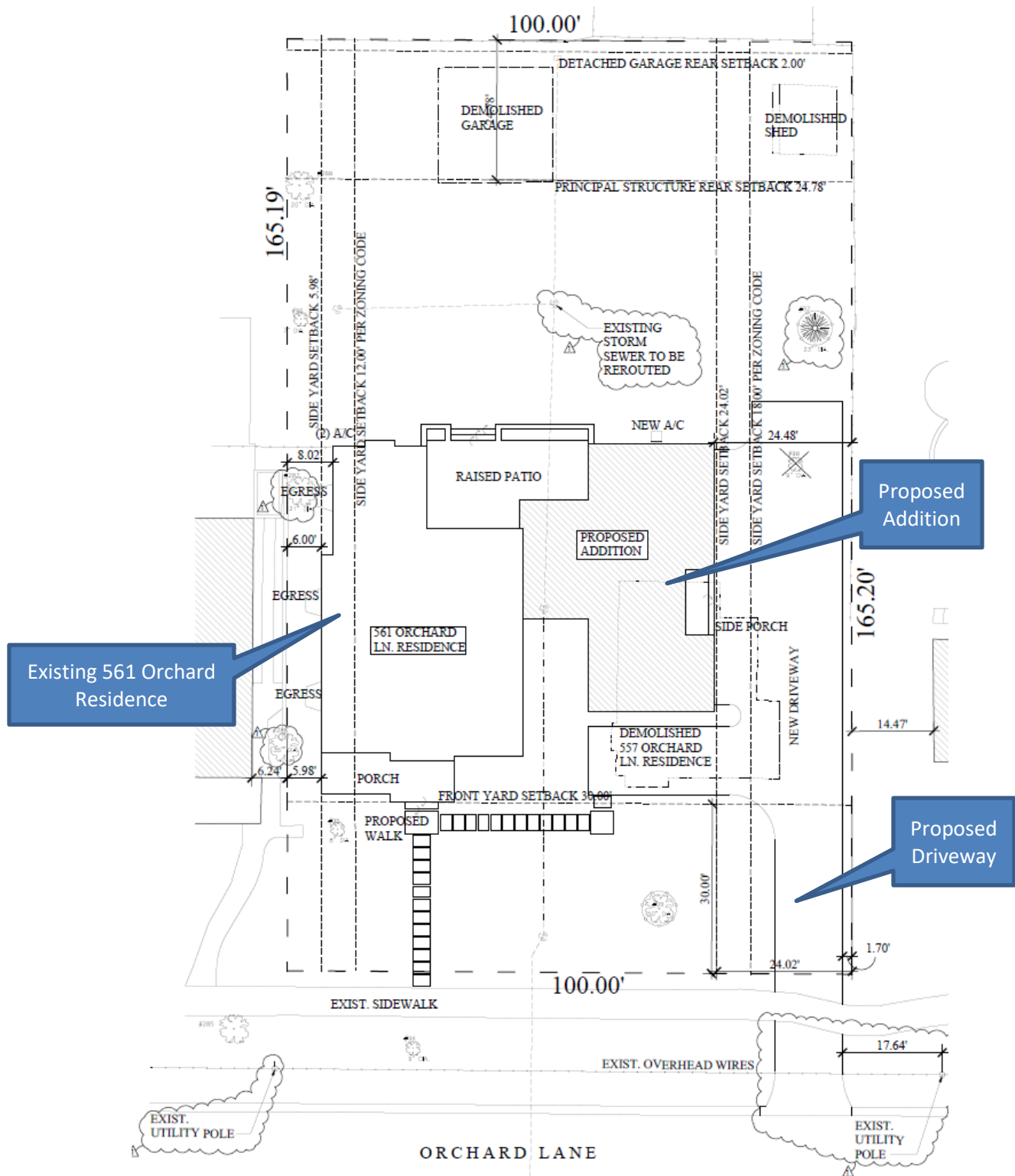


Figure 5 – Excerpt of Proposed Site Plan

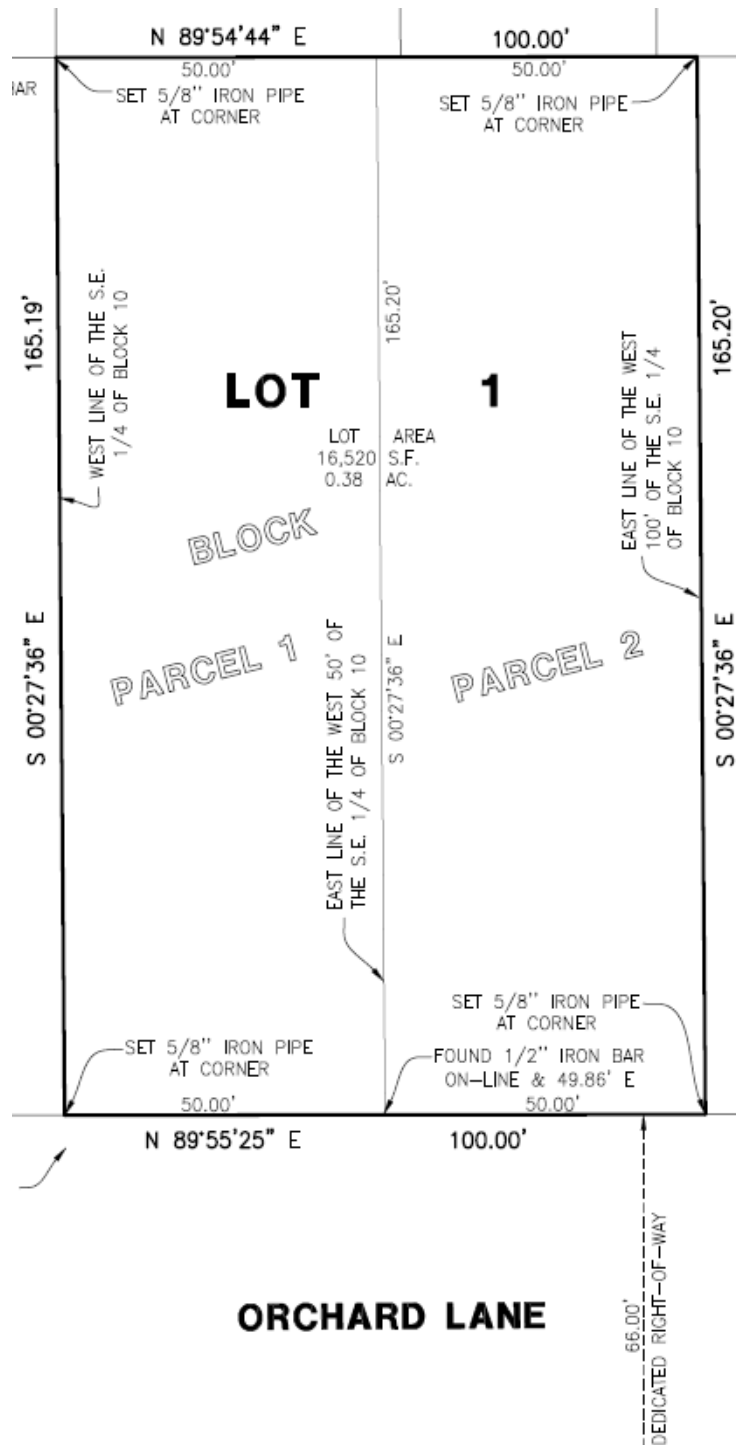


Figure 6 – Excerpt of Proposed 557/561 Orchard Lane Consolidation Plat

DESCRIPTION OF ZONING STANDARDS

As noted earlier in this report, the Subject Property is located in the R-5 Single Family Residential zoning district, which is one of five different single family residential zoning classifications in the Village. The R-5 zoning district provides for the densest form of single-family development compared to most other residential zoning districts, with the R-5 zoning district's purpose statement describing the district as demonstrating a "relatively intense suburban" character.

Residential Zoning Hierarchy

A comparison of the Village's five different residential zoning classifications (Table 1 below) shows the hierarchy of zoning standards throughout the Village's residential neighborhoods, ranging from larger "estate" character lots in portions of the Village, to smaller, more intensive developed areas.

Surrounding Zoning

Neighboring lots to the east, south, and west are similarly zoned for smaller lot sizes called for in the R-5 zoning district (minimum lot area of 8,400 square feet for interior lots). Neighboring lots to the north are zoned for slightly larger lot sizes called for in the R-4 zoning district (minimum lot area of 12,600 square feet for interior lots), as depicted in Figure 7 below.

Table 1 Residential Zoning Hierarchy	R-1 ("estate" character)	R-2 ("small estate" character)	R-3 ("moderately intense" suburban character)	R-4 ("relatively intense" suburban character)	R-5 ("relatively intense" suburban character)
Minimum Lot Area - interior lots	48,000 s.f.	24,000 s.f.	16,000 s.f.	12,600 s.f.	8,400 s.f.
Minimum Lot Width – interior lots	150 ft.	100 ft.	75 ft.	60 ft.	60 ft.
Minimum Required Front Setback	50 ft.	50 ft.	40 ft.	30 ft.	30 ft.
Required Rear Setback	50 ft.	15% of lot depth, but not less than 10 ft. nor more than 25 ft.	15% of lot depth, but not less than 10 ft. nor more than 25 ft..	15% of lot depth, but not less than 10 ft. nor more than 25 ft.	15% of lot depth, but not less than 10 ft. nor more than 25 ft.

Table 1 – Residential Zoning Hierarchy

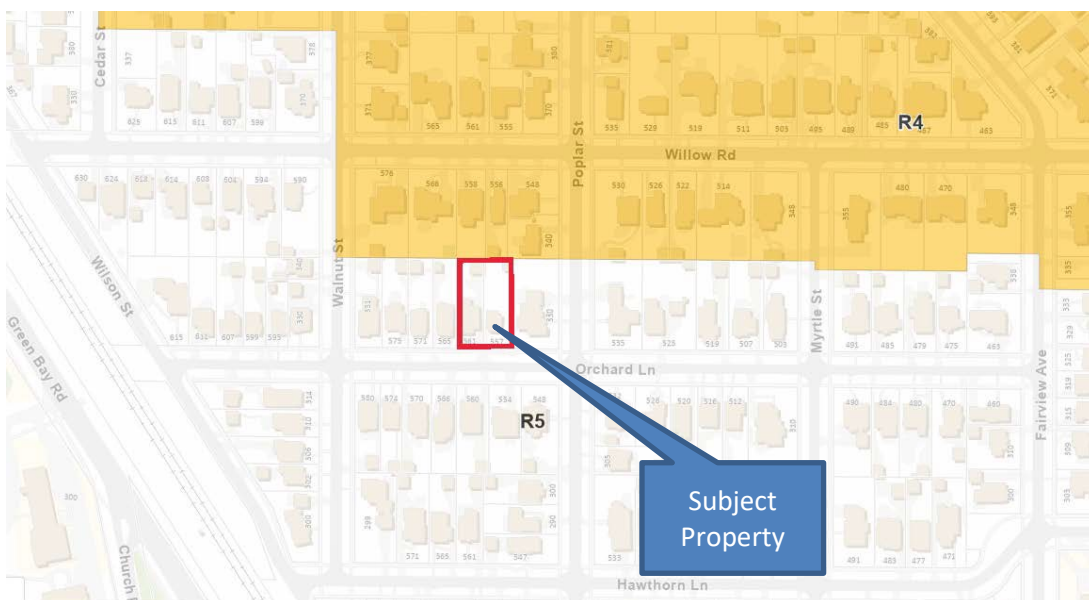


Figure 7 – Area Zoning Map

COMPLIANCE WITH ZONING STANDARDS – LOT SIZE AND DIMENSIONS

All subdivisions are evaluated by staff at the time of application to ensure compliance with basic minimum quantitative measures including, but not limited to (a) minimum lot area, (b) minimum lot width, and (c) minimum lot depth.

The proposed 557/561 Orchard Lane Consolidation **fully complies** with minimum lot area, lot width and lot depth requirements as summarized in Table 2 below. It should be noted that both of the existing lots are nonconforming in two respects: (1) minimum required lot area, with existing lot areas of 8,260 square feet; and (2) minimum required average lot width, with existing average lot widths of 50 feet. **The proposed subdivision would eliminate two nonconforming lots and create one conforming lot.**

Table 2 R-5 Zoning Standards		Proposed Lot	Existing Lot 557 Orchard Lane	Existing Lot 561 Orchard Lane
Minimum Lot Area (Interior lot)	8,400 sq. ft.	16, 520 sq. ft. COMPLIES	8,260 sq. ft. DOES NOT COMPLY	8,260 sq. ft. DOES NOT COMPLY
Minimum Lot Width (average)	60 feet	100 feet COMPLIES	50 feet DOES NOT COMPLY	50 feet DOES NOT COMPLY
Minimum Lot Width (at front street line)	20 feet	100 feet COMPLIES	50 feet COMPLIES	60 feet COMPLIES
Minimum Lot Depth	120 ft.	165 feet COMPLIES	165 feet COMPLIES	165 feet COMPLIES

Table 2 – R-5 Zoning Standards

COMPLIANCE WITH ZONING STANDARDS – REQUIRED SETBACKS AND BUILDING SIZE

The allowable size of buildings on a residential lot and the required amount of open space around the buildings is dictated by the Village Zoning Ordinance. As a general rule, the allowable size of buildings and the setback requirements for those buildings change with any modifications to lot dimensions. As a result, staff conducts analyses of proposed lots and the improvements on those lots to determine (a) whether any new zoning nonconformities would be created by the resubdivision and (b) whether there are any existing zoning nonconformities which will remain. In the event of a zoning nonconformity arising out of a proposed subdivision, relief must be granted by both the Plan Commission and Zoning Board of Appeals.

Staff evaluation of the proposed 557/561 Orchard Lane Consolidation is summarized in Tables 3 and 4 later in this report, indicating the extent to which the proposed consolidated lot complies with (or falls short of) zoning standards. The item highlighted (in yellow) in Table 3 indicates the **creation of a zoning nonconformity**.

Description of minimum side yard setback requirements – Side yard setback requirements are calculated based on a lot's width:

- Lots with an average lot width that is 100 feet or more: The minimum required side yard setback is 12 feet.
- Lots with an average lot width that is more than 60 feet, but less than 100 feet: The minimum required side yard setback is 10% of the average lot width.
- Lots with an average lot width of 60 feet or less: The minimum required side yard setback is 6

feet on one side and 8 feet on the other side.

Newly created zoning nonconformity (zoning variation required) – The proposed consolidation has the effect of increasing the average lot width to 100 feet, resulting in an increase in the required minimum side yard setback to 12 feet. **As a result, the proposed larger lot renders the existing 561 Orchard Lane residence (which is setback 5.98 feet from the west property line), nonconforming with the new minimum side yard requirement of 12 feet. The existing improvements providing a minimum side yard of 5.98 feet, are deficient with the new requirement by 6.02 feet or 50.17%.**

Table 3		<i>Proposed Consolidated Lot</i>	<i>Existing Lot 557 Orchard</i>	<i>Existing Lot 561 Orchard</i>
Zoning Setback Requirements				
SETBACK REQUIREMENTS	Minimum Required Front Yard	30 feet	30 feet	30 feet
	Front yard provided existing structures	30.11 feet	32.91 feet	30.11 feet
	Minimum Required Side Yard	12 feet	6 feet	6 feet
	Side yard provided by existing structures	5.98 feet (west) VARIATION of 6.02 FT (50.17%)	8.22 feet (west)	5.98 feet (west)
	Minimum Required Remaining Side Yard	18 feet	8 feet	8 feet
	Side yard provided by existing structures	24.48 feet (east)	12.79 feet (east)	8.07 feet (east)
	Minimum Required Rear Yard	24.78 feet	24.78 feet	24.78 feet
	Rear yard provided by existing structures	71.73 feet (71.42 ft. proposed addition)	91.05 feet	71.73 feet

Table 3 – Zoning Setback Requirements

Table 4 below, highlights (green) two existing zoning nonconformities **that would be eliminated** with the proposed subdivision. The existing improvements on the 561 Orchard Lane parcel currently exceed the maximum permitted roofed lot coverage and impermeable lot coverage, and provide less than the minimum required side yard setback from the west property line by 0.02 feet (0.33%) (highlighted green in Table 3 on previous page). **The proposed 557/561 Orchard Lane Consolidation would eliminate the roofed lot coverage and impermeable lot coverage nonconformities.**

Table 4 – Zoning Building Size Requirements		<i>Proposed Consolidated Lot</i>	<i>Existing Lot 557 Orchard Lane (to be torn down)</i>	<i>Existing Lot 561 Orchard Lane</i>
ALLOWABLE BUILDING SIZE	Maximum Allowed Gross Floor Area (GFA)	5,161.95 sq. ft.	3,304 sq. ft.	3,138.8 sq. ft.
	GFA provided by existing structures or to be provided	5,051.77 sq. ft.	1,808.18 sq. ft.	3,104 sq. ft.
	Maximum Allowed Roofed Lot Coverage (RLC)	4,130 sq. ft.	2,230.2 sq. ft.	2,065 sq. ft.
	RLC provided by existing structures or to be provided	3,004.64 sq. ft.	1,068.59 sq. ft.	2,110.32 sq. ft.
	Maximum Allowed Impermeable Lot Coverage (ILC) (50% of lot area)	8,260 sq. ft.	4,130 sq. ft.	4,130 sq. ft.
	ILC provided by existing structures or to be provided	5,905.31 sq. ft.	2,293.71 sq. ft.	4,265.23 sq. ft.

Table 4 – Zoning Building Size Requirements

COMPLIANCE WITH SUBDIVISION CODE STANDARDS

All changes to the configuration of parcels of land are classified as Land Subdivisions under the Village Code and are subject to review by the Plan Commission and approval by the Village Council. As part of that review process, resubdivisions are subject to review for compliance with both the Village Subdivision Code as well as the Zoning Ordinance.

According to Section 16.12.010 Minimum land subdivision standards of the Subdivision Code, subdivisions shall conform with the Comprehensive Plan and with the minimum standards outlined in Section 16.12.010, such as the street system, street and alley widths, lot size, etc. The proposed subdivision complies with all requirements of Section 16.12.010. Additionally, the proposed subdivision conforms with the Comprehensive Plan as the Land Use Map designates the Subject Property as appropriate for single family residential development, which is the proposed use of the newly created lot.

STORMWATER

The proposed subdivision consists of consolidating two lots into a single larger lot. As previously mentioned, the Applicant intends to demolish the existing residence and shed at 557 Orchard Lane, as well as the existing detached garage at 561 Orchard Lane, and construct an addition to the existing residence at 561 Orchard Lane. The Village Engineer has reviewed the plans submitted for the proposed consolidation and has noted that additional stormwater detention will be required for the proposed addition. Upon submittal of the building permit for the proposed improvements, Village Engineering staff will work with the Applicant on the rerouting of the existing storm sewer and the necessary stormwater detention as required by the Village stormwater regulations to verify the stormwater is being managed on-site.

Figure 8 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year floodplain, the orange represents the 500-year floodplain.

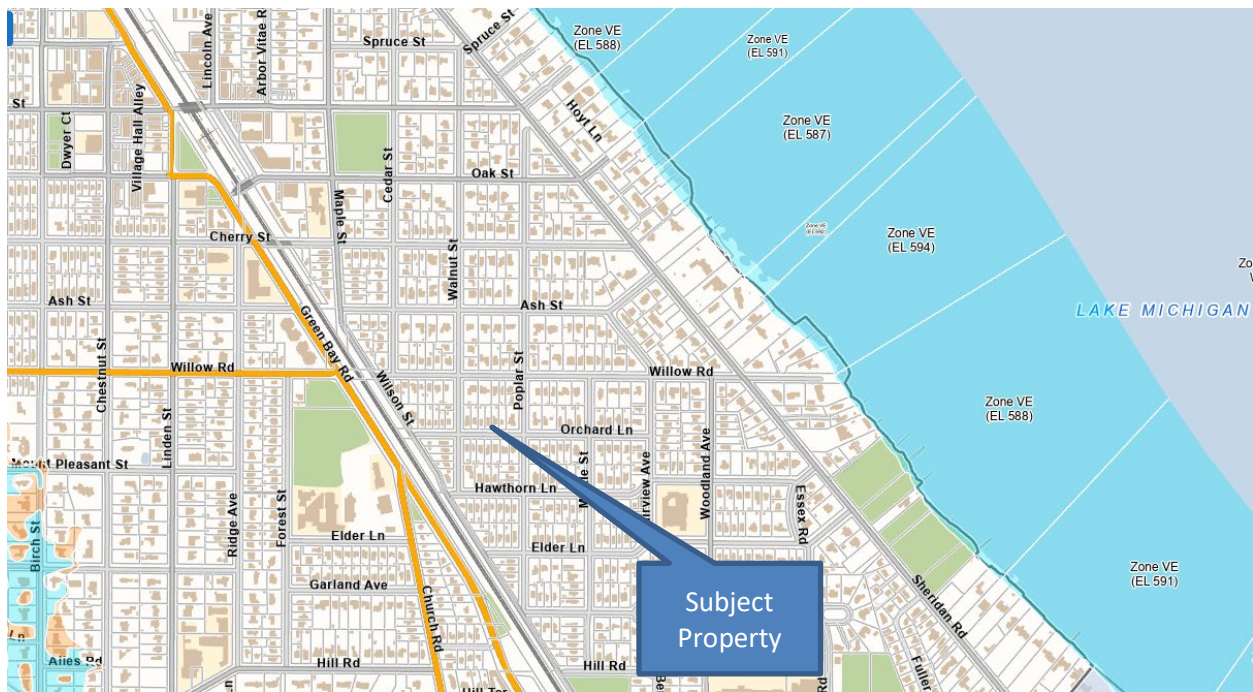


Figure 8 – GIS Floodplain Map

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

The Zoning Board of Appeals (ZBA). The ZBA considered the variation application on May 12, 2025. After hearing from staff and the Applicant, and receiving one written comment from the public (included in **Attachment C**), the ZBA discussed the request. One member expressed concern with the impact to the neighborhood character and the Village as whole if too many of these types of consolidations occur in the R-5 Single Family Zoning District where 50-foot wide lots are more common. Other members expressed full support of the request. Ultimately, by a vote of 6-0, the ZBA recommended approval of the request.

COMMISSION CONSIDERATION

The Village Code does not require an applicant to obtain preliminary plat approval as a precondition of final plat approval. In this case, the Applicant has chosen to directly proceed with final plat review.

In addition to evaluating prescriptive standards of the zoning and subdivision code, consideration of Final

Subdivision Plat approval also needs to consider the details of the final plat such as utility easements, final plat formatting and related matters. The Village Water & Electric and Engineering Departments have reviewed the proposed subdivision and are not requiring any utility easements. All necessary signature blocks are provided on the plat of consolidation.

FINDINGS & RECOMMENDATION

The Plan Commission is to consider whether the proposed consolidation complies with the Subdivision Code and is consistent with the Comprehensive Plan.

After hearing from the Applicant and the public, the Commission may decide to take action on one or two options:

- 1) Continue further review of the application to a specific date in order to provide the Applicant and/or staff additional time to address questions and comments from the Commission; or
- 2) Consider a motion recommending approval or denial of the Final Plat of Subdivision. If the Commission is prepared to make a recommendation to the Village Council regarding the requested relief, a Commissioner may wish to make a motion recommending approval or recommending denial based upon the following:

The Plan Commission **finds [does not find]**

1. That the proposed 557/561 Orchard Lane Consolidation Final Plat consolidating the two existing lots commonly known as 557 Orchard Lane and 561 Orchard Lane into a single Lot of Record, which requires a zoning variation for 561 Orchard Lane to allow a minimum west side yard of 5.98 feet, whereas a minimum of 12 feet is required, **meets [does not meet]** the Subdivision Code standards for approving such final plat; and
2. The proposed subdivision **is [is not]** consistent with the Comprehensive Plan's Land Use Map designation of the Subject Property as appropriate for "single family residential" development.

Based upon these findings, the Plan Commission **recommends [does not recommend]** that the proposed 557/561 Orchard Lane Consolidation be approved subject to final review and approval of the plat by the Village Attorney prior to recordation of the plat.

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Proposed Plat of Subdivision (557/561 Orchard Lane Consolidation)

Attachment C: Public Correspondence

ATTACHMENT A

Village of Winnetka
SUBDIVISION/CONSOLIDATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBDIVISION/CONSOLIDATION APPLICATION

Case No. 25-04-SD

R22025-173

Property Information

Site Address: 557 Orchard Lane, Winnetka, IL and 561 Orchard Lane, Winnetka, IL

Parcel Identification Number(s) (PIN): 05-21-303-010-0000 and 05-21-303-009-0000

Property Owner Information

Name: Katherine Kirkpatrick and
Nicolas Bos

Primary Contact: Katherine Kirkpatrick

Address: 561 Orchard Lane

City, State, Zip: Winnetka, IL 60093

Phone No. [REDACTED]

Email: [REDACTED]

Date owner acquired property: 557 Orchard: 2024
561 Orchard: 2021

Architect Information

Name: Edward Deegan Architects

Primary Contact: Edward Deegan

Address: 560 Green Bay Rd, Ste 301

City, State, ZIP: Winnetka, IL 60093

Phone No. 847-906-4110

Email: ejd@edwarddeeganarchitects.com

Surveyor Information

Company Name: Greengard Inc.

Primary Contact: Antonio Catella

Address: 111 Barclay Blvd., Suite 310

City, State, Zip: Lincolnshire, IL 60069-3615

Phone No. 847-634-3883

Email: acatella@greengardinc.com

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Property Owner Signature

Date: 3/19/25



Village of Winnetka
Planning Commission
510 Green Bay Road
Winnetka, Illinois 60093

February 20, 2025

Re: Subdivision/Consolidation Application for Variation at 561 Orchard Lane in Winnetka, Illinois

Members of the Planning Commission:

The purpose of the Consolidation Application for 557 Orchard Lane and 561 Orchard Lane is to create a single residential lot from 2 existing residential lots. The current home at 561 Orchard Lane was purchased in 2021 and is the residence of the owners, Nicolas Bos and Katherine Kirkpatrick. In 2024, these same homeowners purchased the vacant home next door and to the east, 557 Orchard Lane. The homeowners wish to create an easterly addition to the existing home at 561 Orchard Lane and plan to demolish the dilapidated structure at 557 Orchard Lane. The addition will include a 3 Car Attached Garage, a Mud Room and a Guest Suite with a Kitchenette on the second floor.

A Demolition Application for 557 Orchard Lane was submitted by the homeowners in late 2024. This structure was not found to be historically significant by the Winnetka Historical Society. At the January 6th, 2025 meeting of the Historic Preservation Commission, the Demolition Application was reviewed. It was determined that an HAIS was not needed, and a motion was passed unanimously to approve the Demolition Application without delay.

Both 557 Orchard Lane and 561 Orchard Lane have south-facing single family homes situated on adjoining rectangular lots that are 50' wide (east to west) and 165.19' deep (north to south). The proposed consolidated single lot would be 100' wide (east to west) and 165.19' deep (north to south) and the existing home at 561 Orchard Lane would remain.

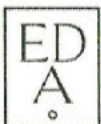
Outcomes for the Consolidation of the properties at 557 Orchard Lane and 561 Orchard Lane would include:

- The proposed easterly addition to 561 Orchard Lane could only be completed through the consolidation of the property and the property next door at 557 Orchard Lane. The proposed addition is preferable over building a new construction home at 557 Orchard Lane by nature of the increase in the eastern side yard setback from the eastern neighbor. This increased green space, air and light between the proposed addition to 561 Orchard Lane and the neighbor at 330 Poplar Street positively impacts and enhances the quiet and peaceful enjoyment of both properties. The eastern setback would increase from just under 20' to 30.48'.
- A Variance would need to be sought after consolidation. The proposed addition meets the 8 Zoning Board of Appeals Variation standards. The Variance for the proposed addition would formalize the newly created non-conformity at the western edge of the property, however this addition would not increase the degree of nonconformity.

Regards,



Edward J. Deegan, AIA NCARB



VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 25-04-50

Property Information

Site Address: 561 Orchard Lane, Winnetka, IL

VA2025-119

Owner Information

Name: Katherine Kirkpatrick and
Nicolas Bos

Address: 561 Orchard Lane

City, State, ZIP: Winnetka, IL 60093

Email: [REDACTED]

Primary Contact: Katherine Kirkpatrick

Phone No. [REDACTED]

Date property acquired by owner: 2021

Architect Information

Name: Edward Deegan Architects

Primary Contact: Ed Deegan

Address: 560 Green Bay Rd, Ste 301

City, State, ZIP: Winnetka, IL 60093

Phone No. 847-906-4110

Email: ejd@edwarddeeganarchitects.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): _____

A variation is sought for the western side yard set back. The
requirement is 12'. The existing conditions are 5.98'. New
side yard setbacks were required after the consolidation of
561 Orchard Lane and 557 Orchard Lane.

Property Owner Signature: [REDACTED]

Date: 3/19/25

Page 3 of 5



Village of Winnetka
Zoning Board of Appeals
510 Green Bay Road
Winnetka, Illinois 60093

February 20, 2025

Re: Zoning Application for Variation at 561 Orchard Lane in Winnetka, Illinois

Members of the Zoning Board of Appeals:

Before addressing the Zoning Application for a Variation at 561 Orchard Lane, a brief history is provided for the properties at 557 Orchard Lane and 561 Orchard Lane.

The purpose of the Consolidation Application for 557 Orchard Lane and 561 Orchard Lane is to create a single residential lot from 2 existing residential lots. The current home at 561 Orchard Lane was purchased in 2021 and is the residence of the owners, Nicolas Bos and Katherine Kirkpatrick. In 2024, these same homeowners purchased the vacant home next door and to the east, 557 Orchard Lane. The homeowners wish to create an addition to the existing home at 561 Orchard Lane and to demolish the dilapidated structure at 557 Orchard Lane. The addition will include a 3 Car Attached Garage, a Mud Room and a Guest Suite with a Kitchenette on the second floor.

A Demolition Application for 557 Orchard Lane was submitted by the homeowners in late 2024. This structure was not found to be historically significant by the Winnetka Historical Society. At the January 6th, 2025 meeting of the Historic Preservation Commission, the Demolition Application was reviewed. It was determined that an HAIS was not needed, and a motion was passed unanimously to approve the Demolition Application without delay.

Both 557 Orchard Lane and 561 Orchard Lane have south-facing single family homes situated on adjoining rectangular lots that are 50' wide (east to west) and 165.19' deep (north to south). The proposed consolidated single lot would be 100' wide (east to west) and 165.19' deep (north to south) and the existing home at 561 Orchard Lane would remain.

If the Consolidation Application were approved, the need would arise for a Variation as the newly consolidated property will create new side yard setbacks. The existing home at 561 Orchard Lane will then be in nonconformity on the west end by exceeding the new side yard setback of 12' by 6.02'. A Variation will be required and requested for the western side yard setback. The consolidation will also create a new requirement for the combined side yard setback to be 30'. The proposed addition will be in conformity with a combined actual side yard setback of 30.48'.

In order to obtain the required side yard setback Variation, the Zoning Board of Appeals set of Variation standards have been addressed below:

1. that the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district;
 - The current home at 557 Orchard Lane is in a dilapidated condition and will be demolished. The proposed addition to the existing home at 561 Orchard Lane is preferable for the neighborhood over building a new construction home at 557 Orchard Lane by nature of the increase in the



eastern side yard set back from the eastern neighbor. This increased green space between the proposed addition to 561 Orchard Lane and the neighbor at 330 Poplar Street positively impacts and enhances the quiet and peaceful enjoyment of both properties.

2. that the plight of the owner is due to unique circumstances;
 - The Variation being sought is for the western side yard setback of the existing home at 561 Orchard Lane. The Variation will not increase proximity or change in any way the relationship of the home at 561 Orchard Lane to the western neighbor at 565 Orchard Lane. The proposed addition to the existing home at 561 Orchard Lane will increase the distance of structures on the eastern end of the property to the neighbor at 330 Poplar Street. The proposed improvement requires the formalization of the newly created non-conformity without increasing the degree of nonconformity.
3. that the variation, if granted, will not alter the essential character of the locality;
 - The essential character of the locality will be unchanged as it is currently a quiet residential neighborhood of single-family homes and this will remain.
4. that an adequate supply of light and air to adjacent property will not be impaired;
 - The addition to the east of the existing home at 561 Orchard Lane will not create a diminished supply of light and air to the adjacent properties on both the west and east sides. The consolidation of 557 Orchard Lane and 561 Orchard Lane will create new side yard setback requirements for the addition proposed for 561 Orchard Lane. The actual side yard to the west will remain unchanged. After the proposed addition, the new side yard to the east will be at 30.48', and this is an improvement from the existing condition to the east of 19.76'.
5. that the hazard from fire and other damages to the property will not be increased;
 - The addition to the east of the existing home at 561 Orchard Lane will not increase the hazard from fire and other damages to the property. The existing home at 557 Orchard Lane that will be demolished is in a dilapidated condition with foundation issues that are not salvageable.
6. that the taxable value of land and buildings throughout the Village will not diminish;
 - The homeowner's addition plans have received preliminary bids from 2 General Contractors for the cost of construction. The taxable value of the sum of both properties will not be diminished from the existing taxable values.
7. that the congestion in the public street will not increase;
 - The addition plans will not increase traffic as one single family home will be replaced by a modest addition the neighboring single-family home.
8. that the public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.
 - The addition plans will not impair the public health, safety, comfort, morals and welfare of the inhabitants of the Village.

Regards,



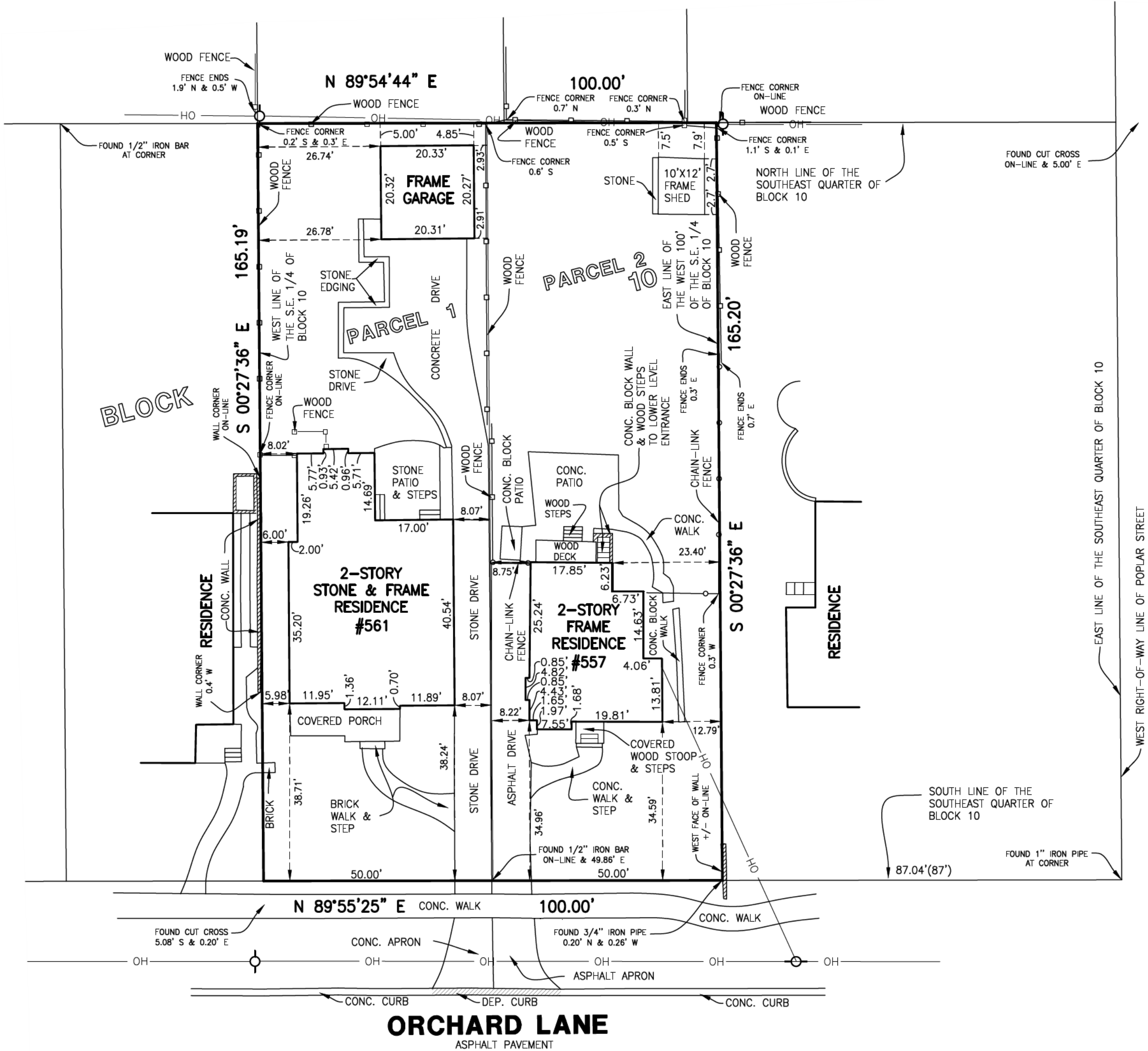
Edward J Deegan AIA NCARB



PLAT OF SURVEY

PARCEL 1:
THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF BLOCK 10 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THE EAST 50 FEET OF THE WEST 100 FEET OF THE SOUTHEAST QUARTER OF BLOCK 10 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



LEGEND

- POWER POLE
- OH OVERHEAD LINES

SURVEYORS NOTES:

- THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
- () DENOTES RECORD DIMENSION.
- BEARINGS HEREON SHOWN ARE ON AN ASSUMED BASIS.
- ORIGINAL CLIENT- EDWARD DEEGAN ARCHITECTS
- ORIGINAL FIELD WORK COMPLETED- 12-11-24

GENERAL NOTES:

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
- NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
- ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON. THERE MAY BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.
- COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

AREA

16,520 Sq. Ft. OR 0.38 ACRES (MORE OR LESS)

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

WE, GREENGARD INC., DO HEREBY STATE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 22ND DAY OF APRIL, A.D., 2025.



GREENGARD, INC.
111 BARCLAY BOULEVARD, SUITE 310
LINCOLNSHIRE, ILLINOIS 60069

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11-30-26.

DESIGNED BY:	DATE:
AN	12-16-24
CHECKED BY:	DATE:
JRS	12-16-24



GREENGARD, INC.
Engineers • Surveyors • Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615
PHONE: 847-634-3883
FAX: 847-634-0687
E-MAIL: 231@GREENGARDINC.COM
ILL. REGISTRATION NO. 184-000995

SCALE:	1"=20'
DRAWING No.	70266
SHEET	1 OF 1

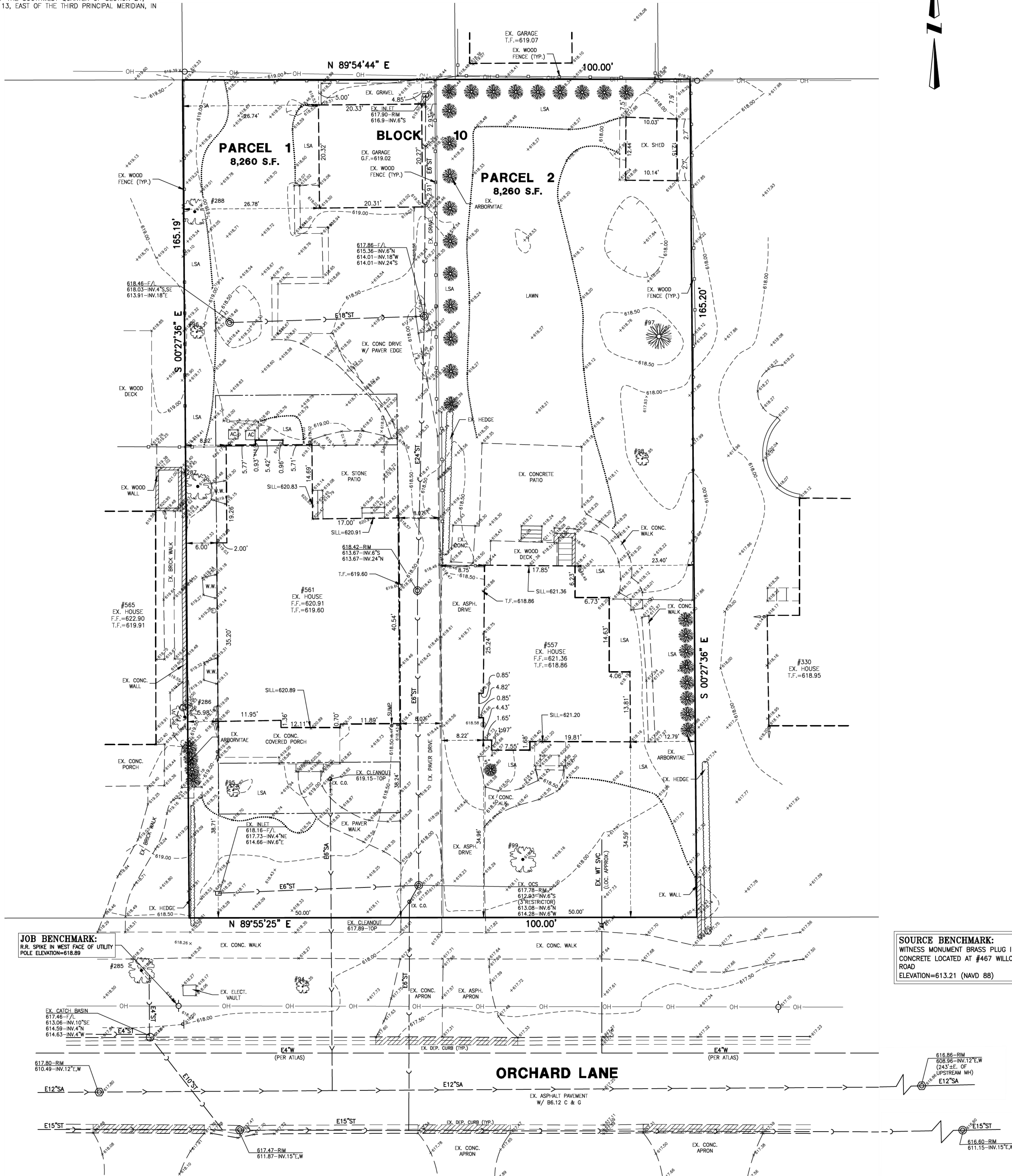
557 & 561 ORCHARD LANE - WINNETKA, ILLINOIS

PLAT OF SURVEY

LEGAL DESCRIPTION

PARCEL 1:
THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF BLOCK 10 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THE EAST 50 FEET OF THE WEST 100 FEET OF THE SOUTHEAST QUARTER OF BLOCK 10 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



SOURCE BENCHMARK:
WITNESS MONUMENT BRASS PLUG IN
CONCRETE LOCATED AT #467 WILLOW
ROAD
ELEVATION=613.21 (NAVD 88)

JOB BENCHMARK:
R.R. SPIKE IN WEST FACE OF UTILITY
POLE ELEVATION=618.89

- LEGEND**
- 104--- CONTOUR
 - x 105.08 SPOT ELEVATION
 - DECIDUOUS TREE W/DIA.
 - CONIFEROUS TREE W/DIA.
 - CRITICAL ROOT ZONE
 - SANITARY MANHOLE
 - STORM MANHOLE
 - CATCH BASIN
 - INLET
 - WATER SERVICE BOX
 - VALVE & VAULT
 - FIRE HYDRANT
 - UTILITY POLE
 - LIGHT STANDARD
 - STORM CULVERT
 - E8"SA--- SANITARY SEWER
 - E12"ST--- STORM SEWER
 - E6"W--- WATER MAIN
 - DITCH
 - SWALE
 - DIRECTION SURFACE DRAINAGE
 - FENCE
 - or
 - DOWNSPOUT

Tree Preservation Survey				561 Orchard Ln Winnetka, IL	
TAG #	SIZE	SPECIES	CONDITION 1 - 6 (1=BEST - 6= DEAD)	NOTES / LOCATION	
94	9	Amur Maple	3	Parkway	
95	8	River Birch	3		
286	35	Swamp White Oak	3		
287	21	Sugar Maple	3		
96	7	Bur Oak	3		
288	20	Honey Locust	3		
289	13	White Pine	3		
290	18	White Pine	3		
557 Orchard Ln					
97	23	Spruce	3		
98	9	Crabapple	3		
99	50	American Elm	3		
Lou Leggett					
Certified Arborist #177A					



GREENGARD, INC.
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E-MAIL: 231@GREENGARDINC.COM
ILL. REGISTRATION NO. 184-000995



Douglas M. White P.E.
SIGNATURE
04-22-25
DATE
EXPIRES 11-30-25

SCALE: 1"=10'
DRAWING No. 70266
SHEET 1 OF 1

557 & 561 ORCHARD LANE - WINNETKA, IL
EXISTING TOPOGRAPHY

A RENOVATION & ADDITION IN WINNETKA

THE BOS KIRKPATRICK RESIDENCE

561 ORCHARD LANE.
WINNETKA, IL 60093

ARCHITECTURAL DOCUMENTATION:

A001	COVER SHEET
A002	SITE PLAN
A003	ZONING DIAGRAMS
A100	BASEMENT/FOUNDATION PLAN
A101	FIRST FLOOR PLAN
A102	SECOND FLOOR PLAN
A103	ATTIC/ROOF PLAN
A200	SOUTH & WEST ELEVATIONS
A201	NORTH & EAST ELEVATIONS
A202	GARAGE ELEVATIONS

The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

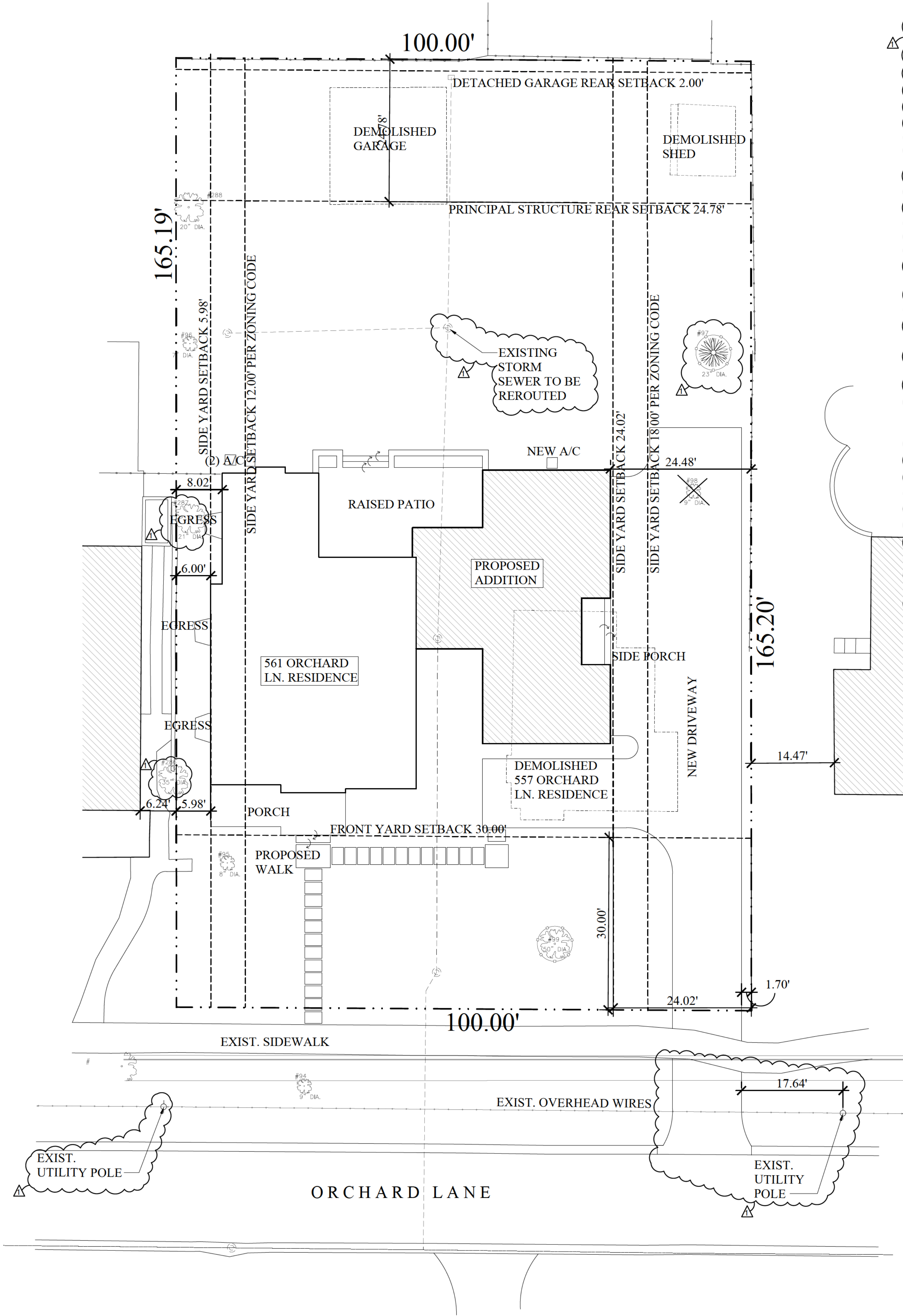
-NOT FOR CONSTRUCTION-

EDWARD DEEGAN
ARCHITECTS & INTERIORS
560 Green Bay Road #301
Winnetka IL 60093
(847) 906 - 4110

Sheet No
A001
Project No 24 71

Professional Design Firm
License NO 184 007114

DATE	DRAWING SET
01 29 2025	PRELIMINARY PRICING
04 24 2025	WINNETKA - ZONING COMMENTS #1



ARCHITECT'S SITE NOTES

1. SURVEY INFORMATION SHOWN HEREIN IS TAKEN FROM PLAT OF SURVEY PREPARED BY GREENGARD, INC, LINCOLNSHIRE, IL, 60091-3615. PHONE (262-634-3883), PROJECT NO: (70266).

2. NO WARRANTY IS MADE REGARDING THE ACCURACY OF THE SURVEY

4. ERRORS IN TOPOGRAPHY AND/OR FAILURE TO NOTIFY ARCHITECT OF DISCREPANCIES SHALL VOID THIS DESIGN.

GENERAL SITE NOTES

1. ALL TREES AND SHRUBBERY OUTSIDE OF 10' (TEN) PERIMETER OF THE BUILDING STRUCTURE SHALL REMAIN AND SHALL BE PROTECTED FROM DAMAGE AT ALL TIMES, UNLESS OTHERWISE DIRECTED. WITHIN THE CROWN LINE OF ANY TREES TO REMAIN, DO NOT STORE ANY MATERIALS, STOCKPILE SOIL, PARK OR DRIVE VEHICLES OR EQUIPMENT, CHANGE EXISTING GRADE, WATER LEVEL OR DRAINAGE PATTERNS, UNLESS SPECIFICALLY PERMITTED TO DO SO BY THE ARCHITECT. DAMAGED TREES SHALL BE REPLACED BY NEGLIGENT PARTY WITH STOCK OF EQUAL SIZE AND VALUE.

2. PROVIDE POSITIVE DRAINAGE AWAY FROM STRUCTURE IN ALL DIRECTIONS. VERIFY GRADES AND RELATIVE FLOOR LEVELS IN FIELD PRIOR TO EXCAVATION AND MAKE ADJUSTMENTS AS DIRECTED BY ARCHITECT TO ENSURE PROPER DRAINAGE.

3. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING EROSION CONTROL MEASURES AT SITE DURING CONSTRUCTION AS REQUIRED BY LOCAL AUTHORITIES.

4. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES, AND HAVE ALL EXISTING UTILITIES STAKED PRIOR TO ANY CONSTRUCTION.

5. THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO INITIATING ANY CONSTRUCTION.

6. ALL INSTALLATIONS SHALL CONFORM TO THE APPROPRIATE REGULATORY AGENCY REQUIREMENTS.

SITE LEGEND

= EXIST. DECIDUOUS TREE WIDTH DIA. IN INCHES

= EXIST. CONIFEROUS TREE WIDTH DIA. IN INCHES

= EXIST. TREE TO BE REMOVED

= PROPOSED PROTECTIVE TREE FENCING

= EXISTING UTILITY POLE

ZONING INFO & COMPLIANCE

PARCEL NO. 1: 05-21-303-009-0000 2: 05-21-303-010-0000 (CONSOLIDATED)

ZONING DISTRICT: **R-5 SINGLE FAMILY RESIDENTIAL DISTRICT**

LOT AREA & SIZE = **16,520 SF OR 0.38 ACRES**

SETBACK CALCULATIONS:

FRONT YARD SETBACK
RULED BY WINNETKA: **30.00'**
AVERAGE FRONT SETBACK RULE (MAY OVERRIDE THE MINIMUM):
IF THERE ARE AT LEAST 3 PRINCIPAL BUILDINGS ON YOUR BLOCK FACE
AND IF AT LEAST 50% OF THOSE BUILDINGS HAVE FRONT SETBACKS GREATER THAN 30 FEET THEN:
YOUR SETBACK MUST MATCH THE AVERAGE OF ALL EXISTING FRONT SETBACKS ON THE BLOCK FACE

SIDE YARD:
100 FEET OR MORE LOT WIDTH = 12 FEET BASE, 18' OTHER SIDE TOTAL 30.00'
BASE: **5.98'** - RESULT TO NOT MAKE EXISTING RESIDENCE A NON-CONFORMITY
30% OF LOT WIDTH
100' x 0.30 = 30'-0" MINIMUM TOTAL (ACTUAL 30.00')
OTHER SIDE: 30.0' - 5.98' = **24.02' ONE SIDE**

REAR YARD:
15% OF LOT DEPTH: 162.20' x 0.15 = 24.78'
LIMITED TO MAXIMUM OF 25'-0"
THEREFORE: **24.78'**

AREA CALCULATIONS: SEE SHEET A003

FLOOR AREA RATIO (POST-FAR FORMULA):
5,161.95 SF MAX. FLOOR AREA
PROPOSED = 5,155.31 SF ✓ REMAINING = 6.64 SF

ROOFED COVERAGE:
25% OF LOT AREA
16,520 x 0.25 = **4,130 SF ALLOWED**
PROPOSED = 3,173.8 SF ✓ REMAINING = 956.2 SF

IMPERVIOUS SURFACE:
50% OF LOT AREA
16,520 x 0.50 = **8,260 SF ALLOWED**
PROPOSED = 5,912.8 SF ✓ REMAINING = 2,347.2 SF

FRONT YARD COVERAGE:
FRONT YARD AREA: 30' x 100' = 3,000 SF ALLOWED
MAXIMUM 30% COVERAGE
3,000 SF x 0.30 = **900 SF ALLOWED**
PROPOSED = 567.5 SF ✓ REMAINING = 332.5 SF

ATTIC EXCLUSION:
3% OF LOT AREA
16,520 x .03 = 495.6 SF
EXISTING ATTIC FAR = 333.54 SF
THEREFORE TOTAL EXCLUSION: **333.54 SF**

MAXIMUM HEIGHT LIMITS:
STORIES: 2½
BUILDING HEIGHT: 31'-0"
DISTANCE TO UPPER FLOOR: 20'-0" OR ACTUAL DISTANCE, WHICHEVER IS LESS

MEASUREMENT DETAILS:
TOP OF FIRST FLOOR MEASURED FROM LOWEST NATURAL GRADE
MAXIMUM HEIGHT MEASURED FROM TOP OF FIRST FLOOR TO HIGHEST ROOF POINT

STANDARDIZED UPPER FLOOR HEIGHTS:
R-5 ZONING = 20 FT.
(20 FEET ALLOWABLE HEIGHT FROM TOP OF FIRST FLOOR TO ATTIC. FLOOR LINE)

The Bos Kirkpatrick Residence

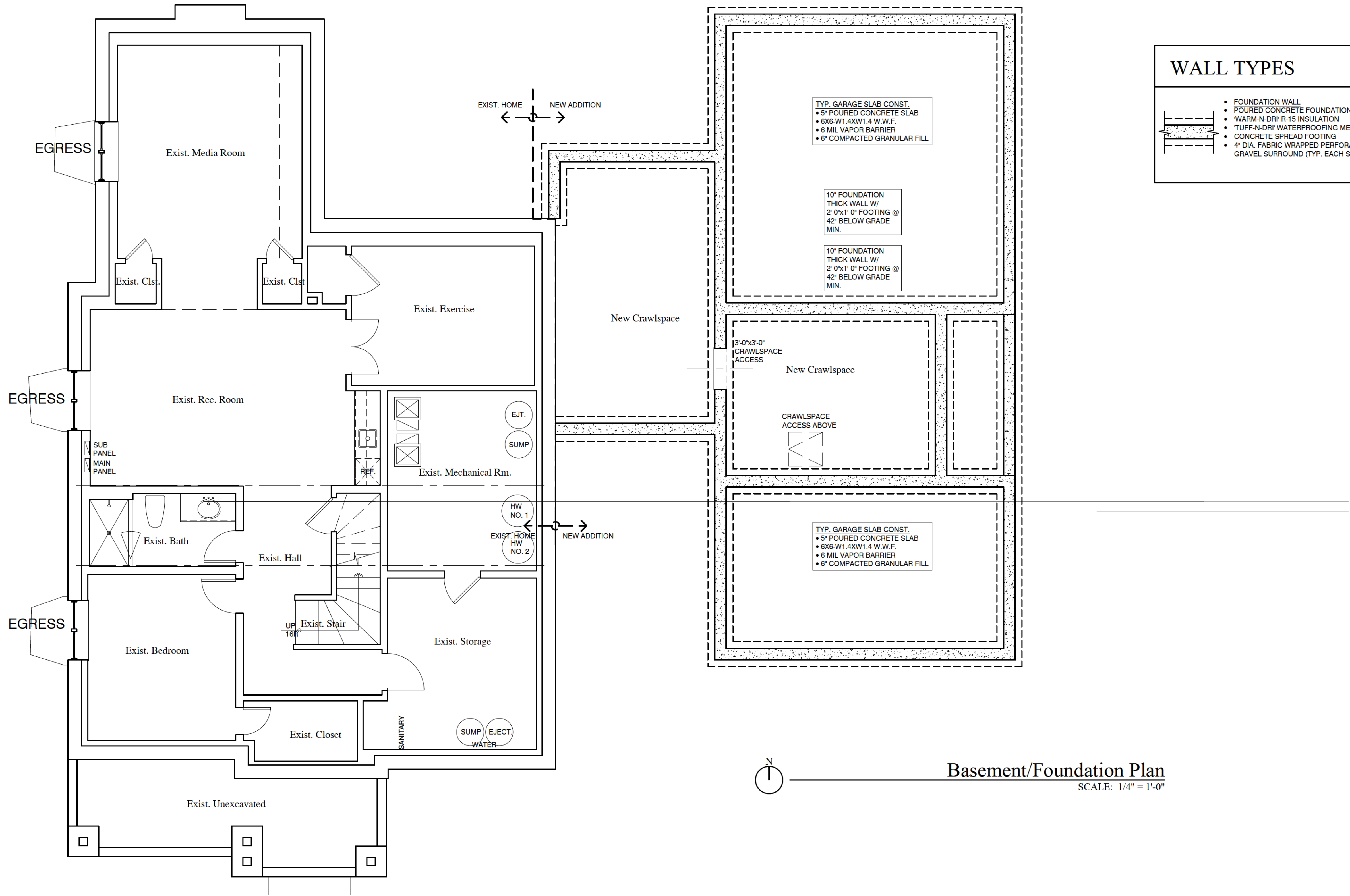
561 Orchard Lane
Winnetka IL, 60093

-NOT FOR CONSTRUCTION-

EDWARD DEEGAN
ARCHITECTS & INTERIORS
560 Green Bay Road #301
Winnetka IL 60093
(847) 906 - 4110

Sheet No
A002
Project No 24 71

Site Plan
SCALE: 1" = 10'-0"



The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

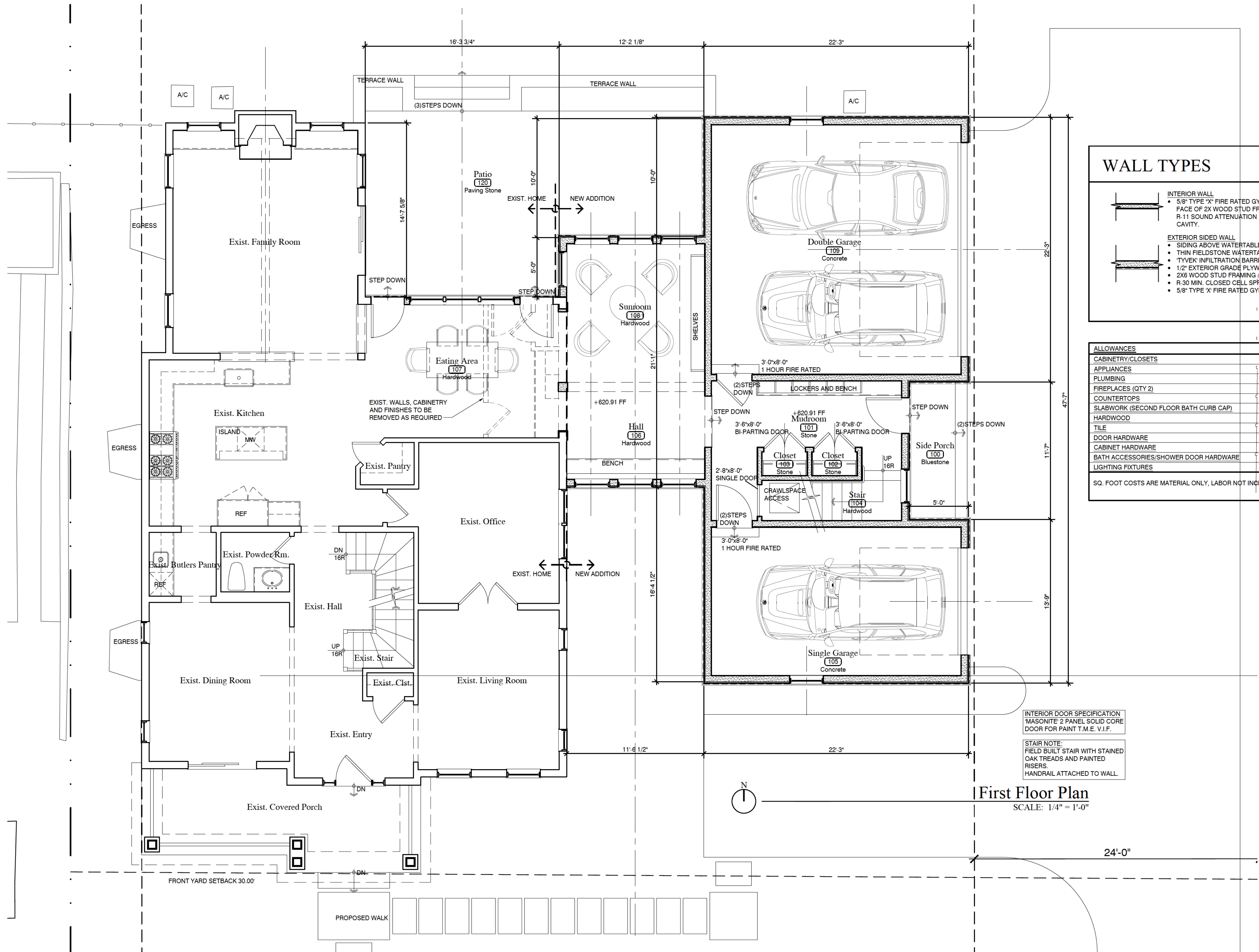
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560 Green Bay Road #301
Winnetka IL 60093
(847) 906 - 4110

Sheet No
A101
Project No 24 71

Professional Design Firm
License NO 184 007114

DATE	DRAWING SET
01 29 2025	PRELIMINARY PRICING
04 24 2025	WINNETKA - ZONING COMMENTS #1



WALL TYPES	
	INTERIOR WALL 5/8" TYPE "X" FIRE RATED GYPSUM BOARD ON EACH FACE OF 2X WOOD STUD FRAMING, 16" O.C. WITH R-11 SOUND ATTENUATION INSULATION IN STUD CAVITY.
	EXTERIOR SIDED WALL - SIDING ABOVE WATERTABLE PER ELEVATIONS T.M.E. - THIN FIELDSTONE WATERTABLE WITH LIMESTONE COPING T.M.E. - TYVEK INFILTRATION BARRIER 1/2" EXTERIOR GRADE PLYWOOD SHEATHING 2X6 WOOD STUD FRAMING @ 16" O.C. - R-30 MIN. CLOSED CELL SPRAY FOAM INSULATION 5/8" TYPE "X" FIRE RATED GYPSUM BOARD INTERIOR WALL FINISH

ALLOWANCES	
CABINETS/CLOSETS	\$18,000.00
APPLIANCES	\$10,000.00
PLUMBING	\$5,000.00
FIREPLACES (QTY 2)	\$6,000.00 EACH
COUNTERTOPS	\$13,000.00
SLABWORK (SECOND FLOOR BATH CURB CAP)	\$500.00
HARDWOOD	\$15,000.00
TILE	\$12.00 PER SQ. FT.
DOOR HARDWARE	\$2,500.00
CABINET HARDWARE	\$1,000.00
BATH ACCESSORIES/SHOWER DOOR HARDWARE	\$500.00
LIGHTING FIXTURES	\$4,000.00
SQ. FOOT COSTS ARE MATERIAL ONLY, LABOR NOT INCLUDED	

INTERIOR DOOR SPECIFICATION
"MASONITE" 2 PANEL SOLID CORE
DOOR FOR PAINT T.M.E. V.I.F.

STAIR NOTE:
FIELD BUILT STAIR WITH STAINED
OAK TREADS AND PAINTED
RISERS.
HANDRAIL ATTACHED TO WALL.

First Floor Plan
SCALE: 1/4" = 1'-0"

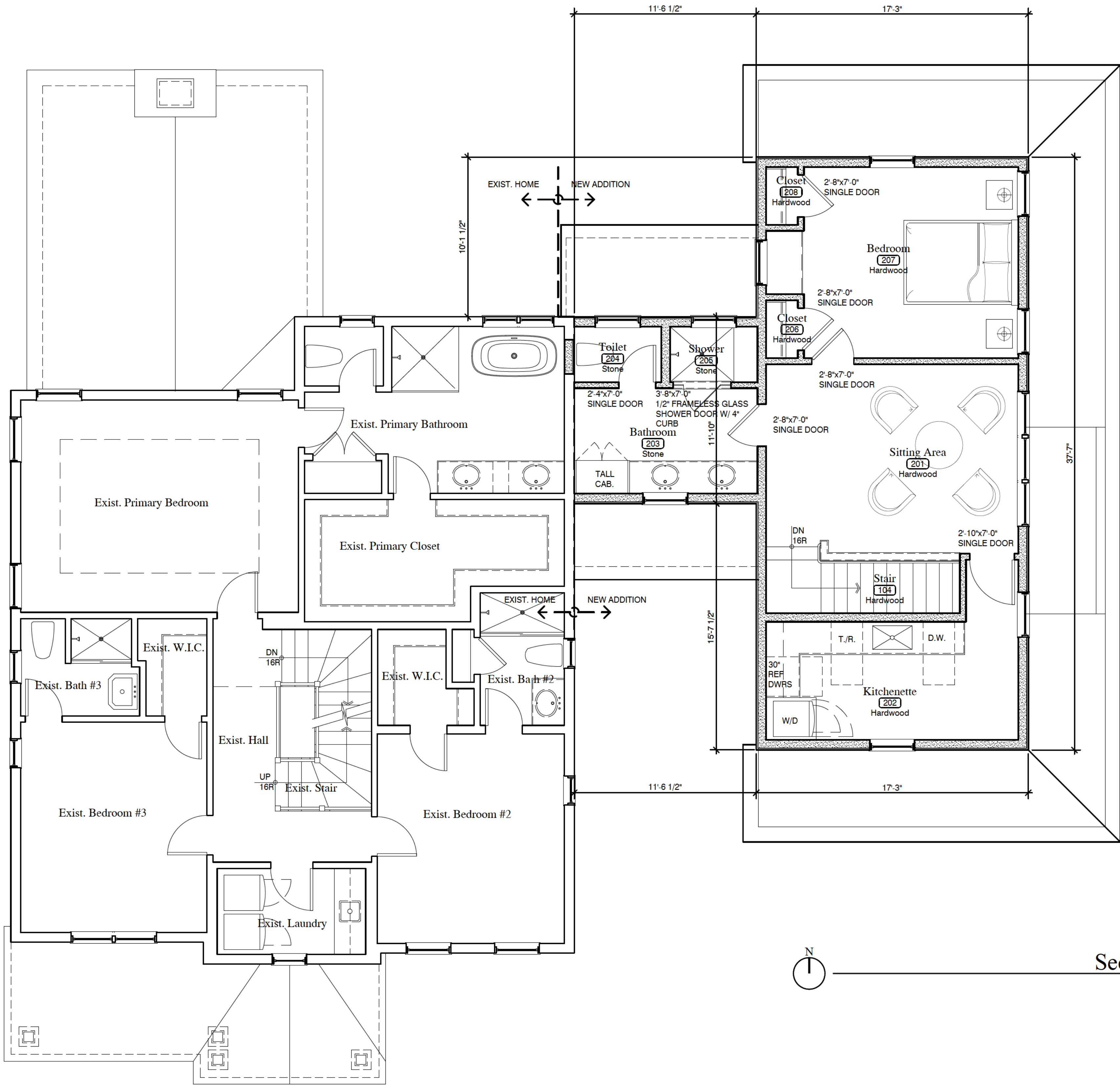
The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

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Winnetka IL 60093
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A101
Project No 24 71

-NOT FOR CONSTRUCTION-



WALL TYPES



INTERIOR WALL

- 5/8" TYPE 'X' FIRE RATED GYPSUM BOARD ON EACH FACE OF 2X WOOD STUD FRAMING, 16" O.C. WITH R-11 SOUND ATTENUATION INSULATION IN STUD CAVITY.



EXTERIOR SIDED WALL

- SIDING PER ELEVATIONS T.M.E.
- TYVEK INFILTRATION BARRIER
- 1/2" EXTERIOR GRADE PLYWOOD SHEATHING
- 2X8 WOOD STUD FRAMING @ 16" O.C.
- R-30 MIN. CLOSED CELL SPRAY FOAM INSULATION
- 5/8" TYPE 'X' FIRE RATED GYPSUM BOARD INTERIOR WALL FINISH

Second Floor Plan

SCALE: 1/4" = 1'-0"

The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

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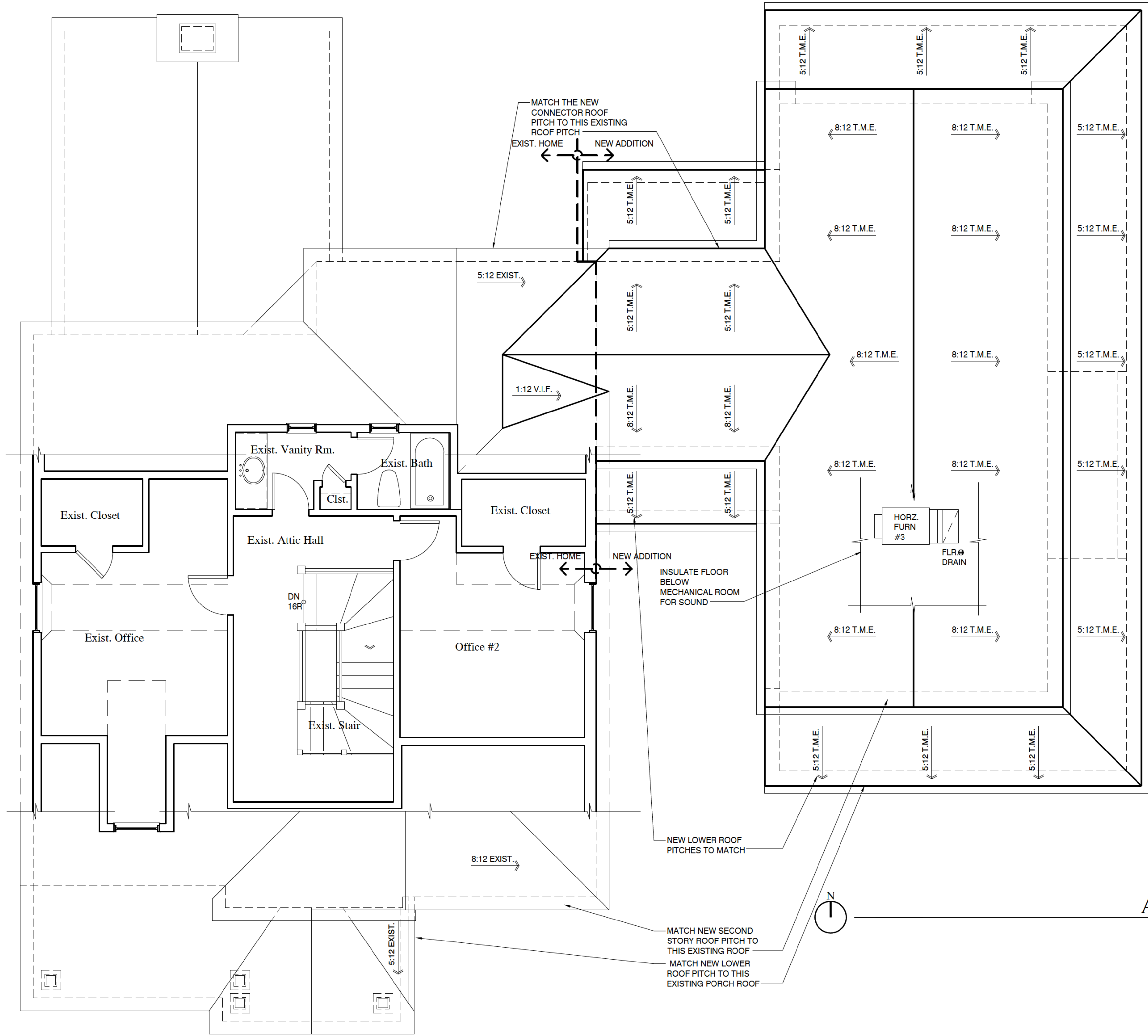
A102

Project No

24 71

Professional Design Firm
License NO 184 007114

DATE	DRAWING SET
01 29 2025	PRELIMINARY PRICING
04 24 2025	WINNETKA - ZONING COMMENTS #1



Attic/Roof Plan
SCALE: 1/4" = 1'-0"

ROOF TYPES	
	SHINGLE ROOFED AREA • SHINGLE ROOFING T.M.E. • 'GRACE ICE & WATERCHIELD' UNDERLAYMENT • 5/8" EXTERIOR GRADE PLYWOOD SHEATHING • 2X10 ROOF RAFTERS @ 16" O.C. • R-50 CLOSED CELL SPRAY FOAM INSULATION • 5/8" TYPE 'X' FIRE RATED GYPSUM BOARD
	LOW SLOPE SADDLE ROOF • 3 PLY BITUMINOUS ROOFING • 'GRACE ICE & WATERCHIELD' UNDERLAYMENT • 5/8" EXTERIOR GRADE PLYWOOD SHEATHING • 2X10 ROOF RAFTERS @ 16" O.C. • R-50 CLOSED CELL SPRAY FOAM INSULATION • 5/8" TYPE 'X' FIRE RATED GYPSUM BOARD

The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

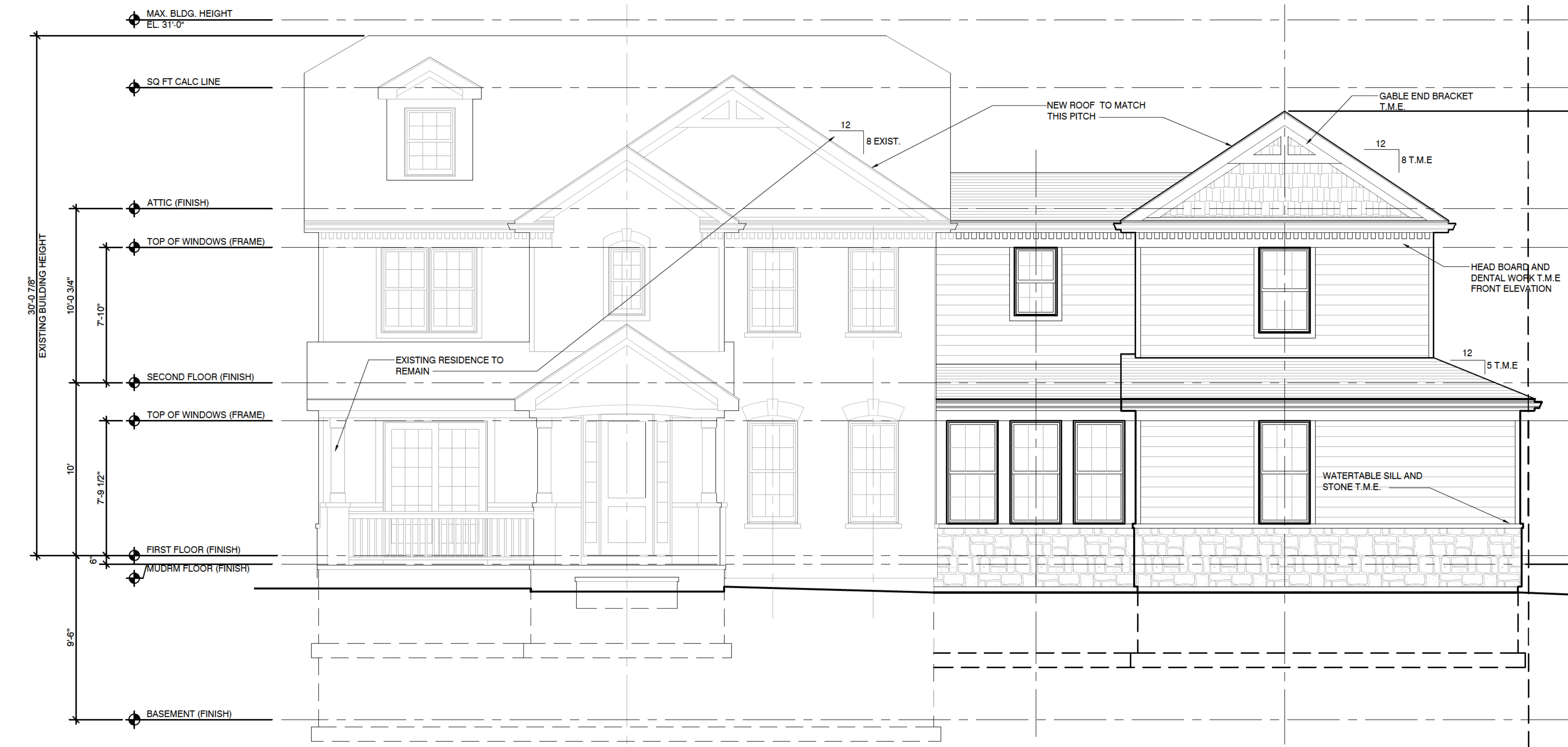
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A103
Project No 24 71

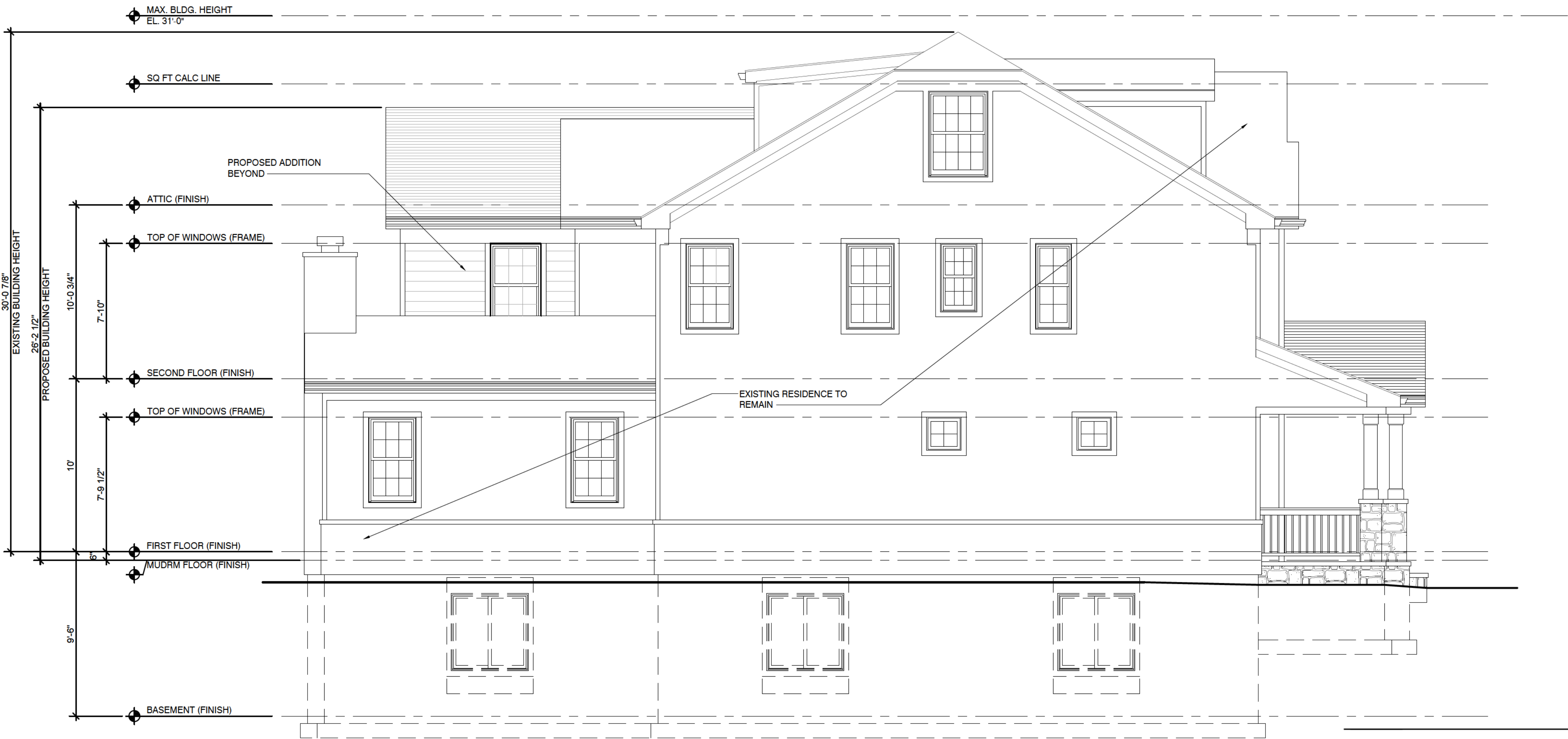
Professional Design Firm
License NO 184 007114

DATE	DRAWING SET
01 29 2025	PRELIMINARY PRICING
04 24 2025	WINNETKA - ZONING COMMENTS #1



EXTERIOR FINISHES	
ITEM	DESCRIPTION
SHINGLES	ASPHALT ARCHITECTURAL SHINGLE T.M.E.
SADDLE LOW SLOPE ROOF	3 PLY MODIFIED BITUMINOUS ROOFING
SIDING, TYP. (HORZ.) (MAIN HOUSE)	COMPOSITE LAP SIDING T.M.E. FOR PAINT T.B.D.
SHINGLE SIDING IN FRONT GABLE END	SHINGLE SIDING T.M.E. PRODUCT
WINDOW TRIM BOARDS	5/4X4 COMPOSITE TRIM T.M.E.
GUTTERS & DOWNSPOUTS	K STYLE GUTTERS T.M.E.
TRIM CORNER BOARDS	5/4X4 COMPOSITE TRIM BOARS T.M.E.
SOFFIT FINISH	COMPOSITE SHEET PRODUCT WITH ALUM. VENT GRILLES T.M.E.
WINDOWS & DOORS	'MARVIN ESSENTIAL' 'ULTREX' WINDOWS WITH 7/8" GBS'S T.M.E.
FIRST FLOOR PATIOS	PAVING STONE ON A LOOSE SAND SET BED
STONE	THIN CUT STONE VENEER T.M.E.
GARAGE DOORS	'CLOPAY' 'CANYON RIDGE CARRIAGE HOUSE 5-LAYER' -TOP SECTION-REC14 -CAN2 DESIGN11 -STANDARD WHITE COLOR -DOUBLE PANE CLEAR GLASS -R.20.4 INSULATION
WOOD SIDE DOOR	'TRUSTILE' ENTRY SYSTEM -PL106 SLAB -OR STICKING -PANEL A -SMOOTH CEDAR FOR PAINT

South Elevation
SCALE: 1/4" = 1'-0"



West Elevation
SCALE: 1/4" = 1'-0"

The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

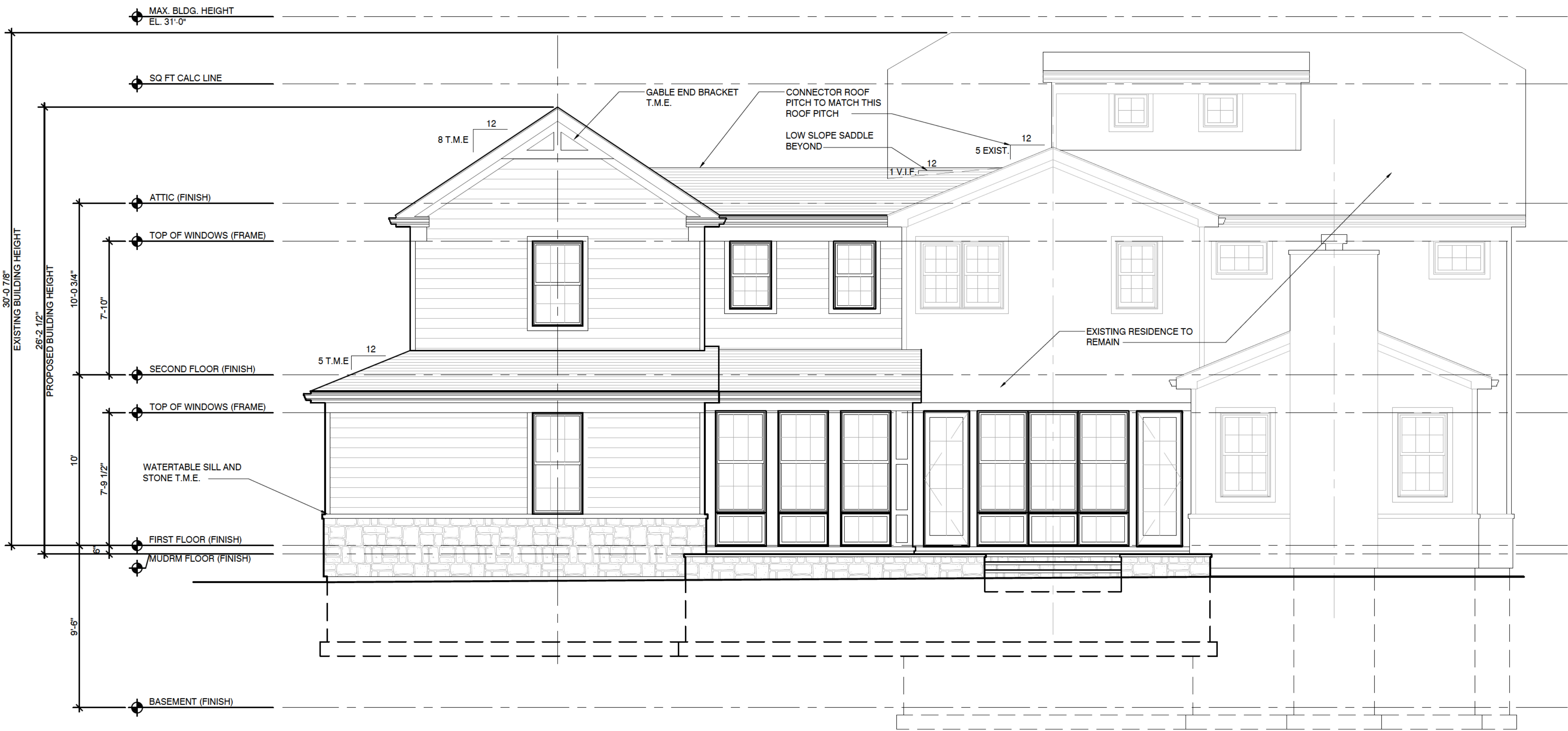
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ARCHITECTS & INTERIORS
560 Green Bay Road #301
Winnetka IL 60093
(847) 906 - 4110

Sheet No
A200
Project No 24 71

Professional Design Firm
License NO 184 007114

DATE 01 29 2025
DRAWING SET PRELIMINARY PRICING
04 24 2025 WINNETKA - ZONING COMMENTS #1

-NOT FOR CONSTRUCTION-



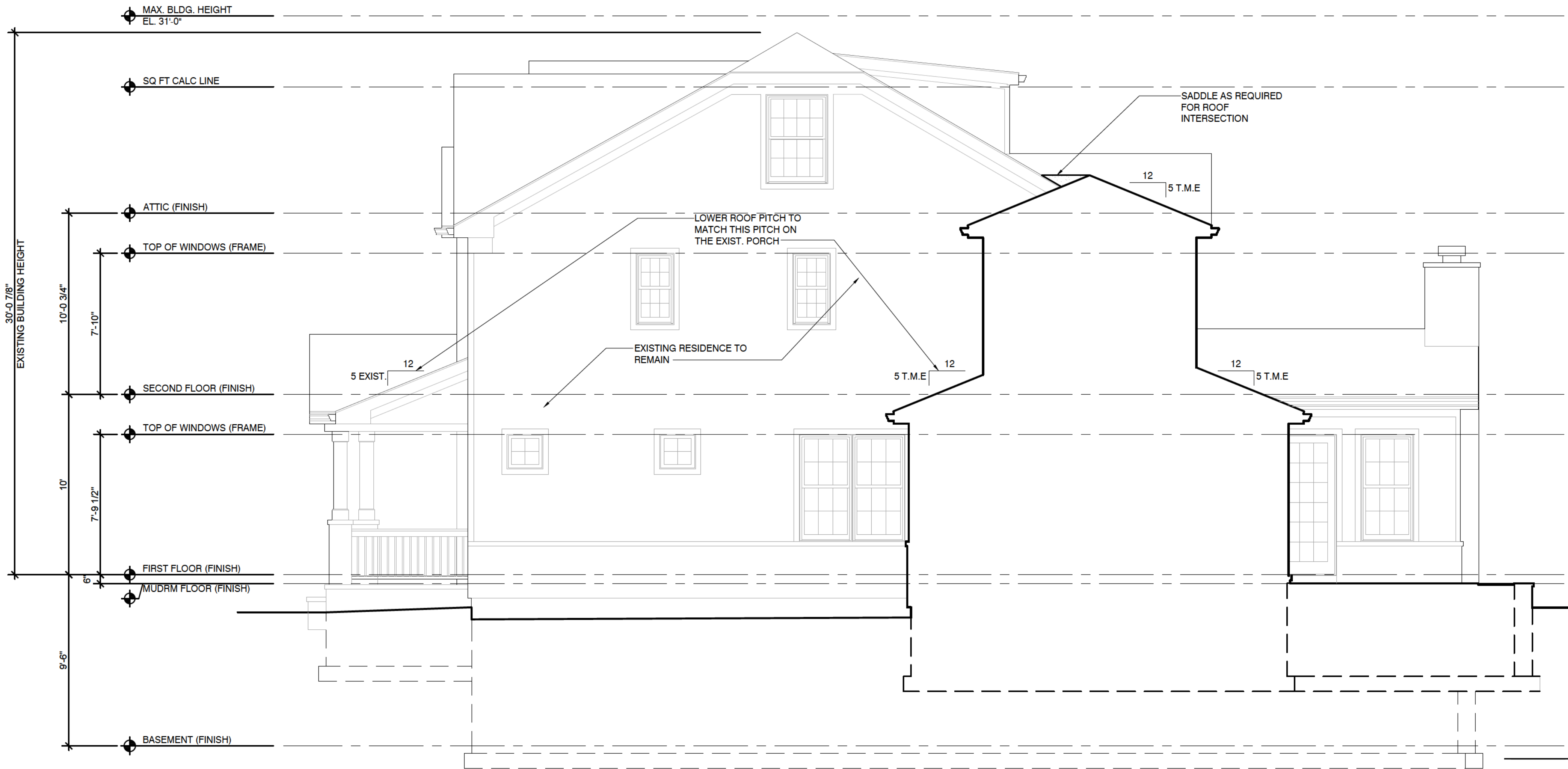
EXTERIOR FINISHES

ITEM	DESCRIPTION
SHINGLES	ASPHALT ARCHITECTURAL SHINGLE T.M.E.
SADDLE LOW SLOPE ROOF	3 PLY MODIFIED BITUMINOUS ROOFING
SIDING, TYP. (HORZ.) (MAIN HOUSE)	COMPOSITE LAP SIDING T.M.E. FOR PAINT T.B.D.
SHINGLE SIDING IN FRONT GABLE END	SHINGLE SIDING T.M.E. PRODUCT
WINDOW TRIM BOARDS	5/4X4 COMPOSITE TRIM T.M.E.
GUTTERS & DOWNSPOUTS	K STYLE GUTTERS T.M.E.
TRIM CORNER BOARDS	5/4X4 COMPOSITE TRIM BOARDS T.M.E.
SOFFIT FINISH	COMPOSITE SHEET PRODUCT WITH ALUM. VENT GRILLES T.M.E.
WINDOWS & DOORS	'MARVIN ESSENTIAL' 'ULTREX' WINDOWS WITH 7/8" GBS'S T.M.E.
FIRST FLOOR PATIOS	PAVING STONE ON A LOOSE SAND SET BED
STONE	THIN CUT STONE VENEER T.M.E.
GARAGE DOORS	'CLOPAY' 'CANYON RIDGE CARRIAGE HOUSE 5-LAYER' -TOP SECTION-REC14 -CAN2 DESIGN11 -STANDARD WHITE COLOR -DOUBLE PANE CLEAR GLASS -R-20.4 INSULATION
WOOD SIDE DOOR	'TRUSTILE' ENTRY SYSTEM -PL106 SLAB -OR STICKING -PANEL A -SMOOTH CEDAR FOR PAINT

T.M.E. = TO MATCH EXISTING

North Elevation

SCALE: 1/4" = 1'-0"



East Elevation

SCALE: 1/4" = 1'-0"

The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

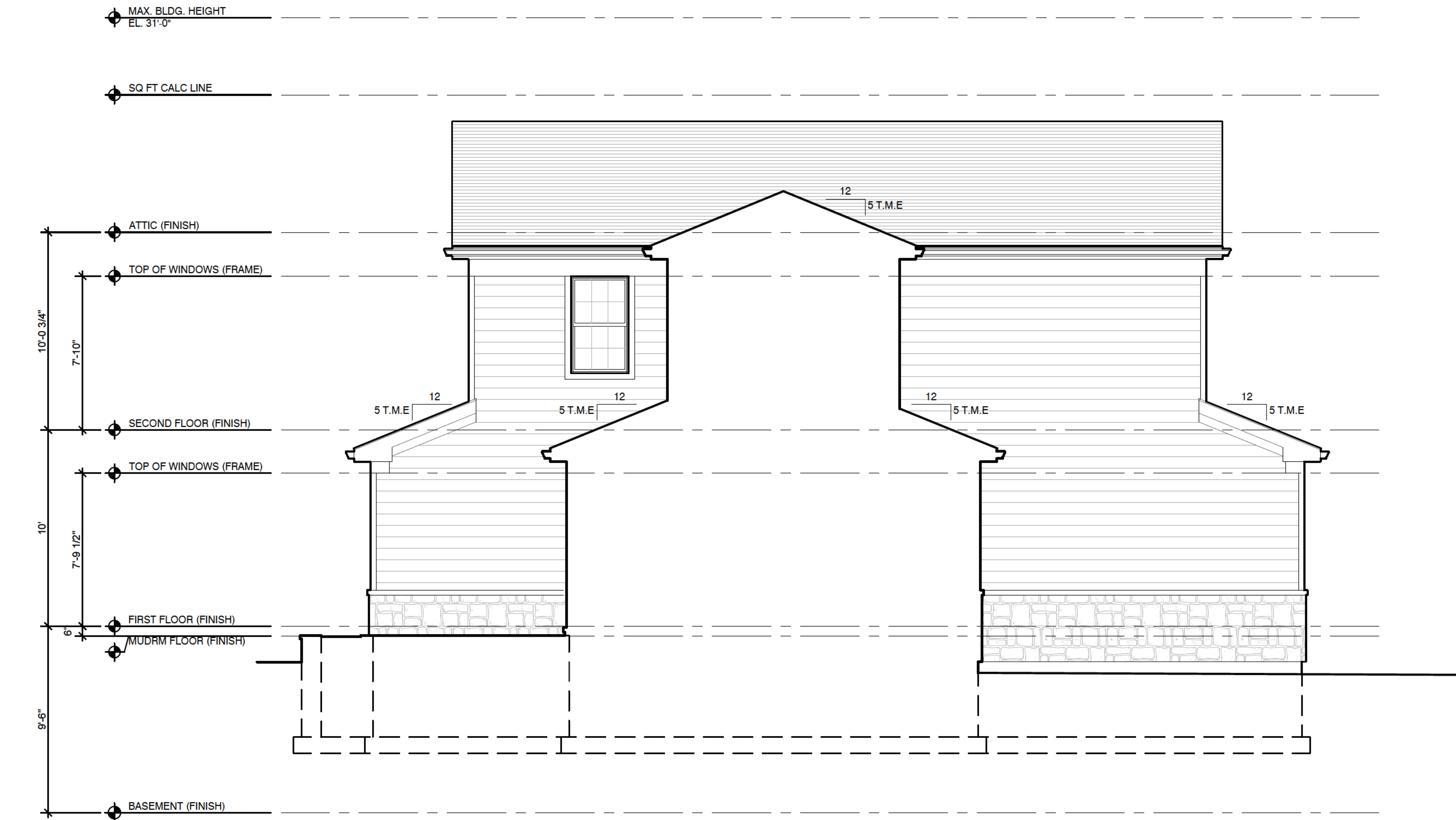
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Professional Design Firm
License NO 184 007114

DATE 01 29 2025
DRAWING SET PRELIMINARY PRICING
04 24 2025 WINNETKA - ZONING COMMENTS #1

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Sheet No
A201
Project No 24 71



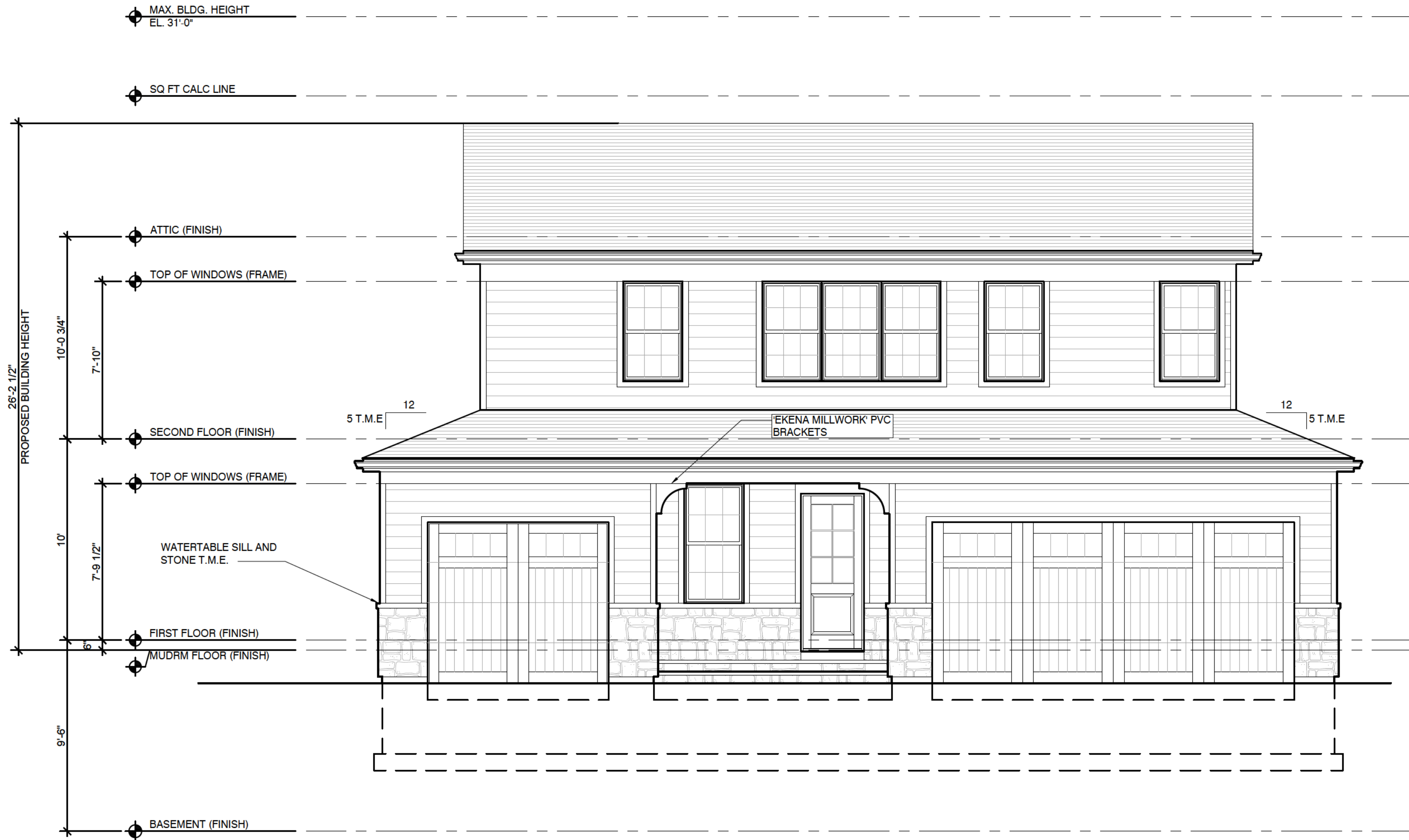
EXTERIOR FINISHES

ITEM	DESCRIPTION
SHINGLES	ASPHALT ARCHITECTURAL SHINGLE T.M.E.
SADDLE LOW SLOPE ROOF	3 PLY MODIFIED BITUMINOUS ROOFING
SIDING, TYP. (HORZ.) (MAIN HOUSE)	COMPOSITE LAP SIDING T.M.E. FOR PAINT T.B.D.
SHINGLE SIDING IN FRONT GABLE END	SHINGLE SIDING T.M.E. PRODUCT
WINDOW TRIM BOARDS	5/4X4 COMPOSITE TRIM T.M.E.
GUTTERS & DOWNSPOUTS	K STYLE GUTTERS T.M.E.
TRIM CORNER BOARDS	5/4X4 COMPOSITE TRIM BOARS T.M.E.
SOFFIT FINISH	COMPOSITE SHEET PRODUCT WITH ALUM. VENT GRILLES T.M.E.
WINDOWS & DOORS	'MARVIN ESSENTIAL' 'ULTREX' WINDOWS WITH 7/8" GBS'S T.M.E.
FIRST FLOOR PATIOS	PAVING STONE ON A LOOSE SAND SET BED
STONE	THIN CUT STONE VENEER T.M.E.
GARAGE DOORS	'CLOPAY' 'CANYON RIDGE CARRIAGE HOUSE 5-LAYER' -TOP SECTION-REC14 -CAN2 DESIGN11 -STANDARD WHITE COLOR -DOUBLE PANE CLEAR GLASS -R-20.4 INSULATION
WOOD SIDE DOOR	'TRUSTILE' ENTRY SYSTEM -PL106 SLAB -OR STICKING -PANEL A -SMOOTH CEDAR FOR PAINT

T.M.E. = TO MATCH EXISTING

Garage West Elevation

SCALE: 1/4" = 1'-0"



Garage East Elevation

SCALE: 1/4" = 1'-0"

The Bos Kirkpatrick Residence

561 Orchard Lane
Winnetka IL, 60093

-NOT FOR CONSTRUCTION-

EDWARD DEEGAN
ARCHITECTS & INTERIORS
560 Green Bay Road #301
Winnetka IL 60093
(847) 906 - 4110

Sheet No
A202
Project No 24 71

Professional Design Firm
License NO 184 007114

DATE 01 29 2025
DRAWING SET PRELIMINARY PRICING
04 24 2025 WINNETKA - ZONING COMMENTS #1



LOCATION MAP
NOT TO SCALE

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

THIS IS TO CERTIFY THAT _____,

AS OWNER(S) OF THE LAND DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED AND HAVE DETERMINED TO THE BEST OF ITS KNOWLEDGE THE SCHOOL DISTRICTS IN WHICH THE LOT LIES, AS FOLLOWS:

SCHOOL DISTRICTS **LOT NUMBERS**

ELEMENTARY SCHOOL DISTRICT #36
NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT #203 } ALL LOTS
OAKTON COMMUNITY COLLEGE DISTRICT #535

DATED THIS _____ DAY OF _____, A.D. 20____.

PRINTED NAME AND TITLE _____

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ OF THE _____ DID PERSONALLY APPEAR BEFORE ME THIS DAY AND ACKNOWLEDGE THAT THEY DID SIGN THE HEREON DRAWN PLAT AS THEIR FREE AND VOLUNTARY ACT. GIVEN MY SIGNATURE AND SEAL DATED THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC _____

MORTGAGEE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

THIS IS TO CERTIFY _____ AS MORTGAGE HOLDER OF THE PROPERTY DESCRIBED HEREON DOES HEREBY CONSENT TO THE CONSOLIDATION OF SAID PROPERTY AS SHOWN ON THE PLAT HEREON DRAWN.

_____ AS MORTGAGE HOLDER.

BY: _____

PRINTED NAME AND TITLE: _____

ATTEST: _____

PRINTED NAME AND TITLE: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ OF THE _____ DID PERSONALLY APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN THE HEREON DRAWN PLAT AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC _____

CURRENT P.I.N. NUMBERS

PARCEL 1—P.I.N. 05-21-303-009-0000
PARCEL 2—P.I.N. 05-21-303-010-0000

SURVEYORS NOTES:

1. THE BEARINGS SHOWN ON THIS PLAT ARE ON AN ASSUMED BASIS.
2. THIS PLAT OF RESUBDIVISION IS BASED UPON A BOUNDARY SURVEY PREPARED BY GREENGARD INC. ON SEPTEMBER 20, 2018.
3. EXISTING IMPROVEMENTS NOT SHOWN.

GENERAL NOTES:

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

SEND FUTURE TAX BILL TO:

KATHERINE KIRKPATRICK
561 ORCHARD LANE
WINNETKA, ILLINOIS 60093

SUBMITTED BY AND RETURN PLAT TO:

VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT
510 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093

SM	04-22-25	ADD LOT AREA	REVISIONS	DRAWN BY:	DATE:	REVISIONS
DRAWN BY:	DATE:					

DESIGNED BY:	DATE:	CHECKED BY:	DATE:	APPROVED BY:	DATE:
AN	12-17-24	JRS	12-17-24		

3316	PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS
JOSEPH R. SADOSKI	



GREENGARD, INC.
Engineers • Surveyors • Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615
PHONE: 847-634-3883 FAX: 847-634-0687
E-MAIL: 231@GREENGARDINC.COM ILL. REGISTRATION NO. 184-000995

SCALE:	1"=20'
DRAWING No.	70226
SHEET	1 of 1

557 & 561 ORCHARD LANE — WINNETKA, ILLINOIS
PLAT OF CONSOLIDATION

FINAL PLAT

557/561 ORCHARD LANE CONSOLIDATION

BEING A CONSOLIDATION OF THE WEST 100 FEET OF THE SOUTHEAST QUARTER OF BLOCK 10 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____
VILLAGE ENGINEER

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____, VILLAGE COLLECTOR OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREON THAT HAVE BEEN APPORTIONED AGAINST THE TRACT INCLUDED IN THIS PLAT OF CONSOLIDATION.

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____
VILLAGE COLLECTOR

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED BY THE DIRECTOR OF WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____
WATER AND ELECTRIC DIRECTOR

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED BY THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS PLAN COMMISSION

DATED THIS _____ DAY OF _____, 20____.

BY: _____
PLAN COMMISSION CHAIRMAN

ATTEST: _____
SECRETARY

VILLAGE BOARD CERTIFICATE

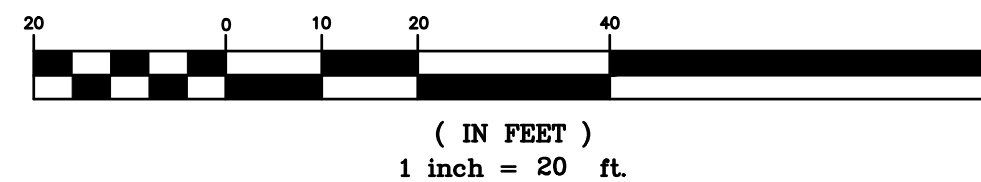
STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
CLERK

**GRAPHIC SCALE****SURVEYORS CERTIFICATE**

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

THIS IS TO STATE THAT WE GREENGARD, INC., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:
THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF BLOCK 10 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
561 ORCHARD LANE, WINNETKA, ILLINOIS 60093
PARCEL AREA = 8,260 SQ.FT.
P.I.N. 05-21-303-009-0000

PARCEL 2:
THE EAST 50 FEET OF THE WEST 100 FEET OF THE SOUTHEAST QUARTER OF BLOCK 10 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
557 ORCHARD LANE, WINNETKA, ILLINOIS 60093
PARCEL AREA = 8,260 SQ.FT.
P.I.N. 05-21-303-010-0000

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

THE ABOVE DESCRIBED TRACT IS LOCATED WITHIN ZONE X, (NO SCREEN) AREA OF MINIMAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17031C0251K, WITH A MAP EFFECTIVE DATE OF SEPTEMBER 10, 2021 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE VILLAGE OF WINNETKA, ILLINOIS, WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

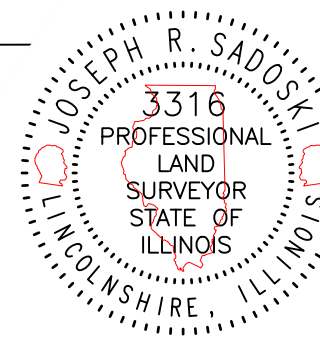
DATED THIS _____ DAY OF _____, A.D. 20____.

GREENGARD, INC.
111 BARCLAY BLVD., SUITE 310
LINCOLNSHIRE, ILLINOIS 60069-2906
JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/26.

PERMISSION TO RECORD

THE UNDERSIGNED HEREBY AUTHORIZES THE VILLAGE OF WINNETKA AND/OR ITS DESIGNATED AGENTS TO RECORD SAID RESUBDIVISION PLAT WITH THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON BEHALF OF THE UNDERSIGNED.

THIS _____ DAY OF _____, A.D. _____
GREENGARD, INC.
111 BARCLAY BLVD., SUITE 310
LINCOLNSHIRE, ILLINOIS 60069-2906
JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11/30/26.



ATTACHMENT C

From: 
To: [Planning](#)
Subject: Case No. 25-04-SD
Date: Wednesday, April 30, 2025 5:16:34 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.

Highly recommend approval of this lot consolidation.

570 Orchard Lane

1 WINNETKA PLAN COMMISSION SPECIAL MEETING MINUTES EXCERPT
2 MAY 22, 2025
3

4 **Members Present:**

Layla Danley, Chairperson
Jonathan Alt
Matthew Bradley
Mamie Case
Chris Enck
Liz Kunkle
Cyrus Subawalla

11
12 **Members Absent:**

None

13
14 **Non-Voting Members Present:**

Rob Trustee Apatoff

15
16 **Village Staff:**

Scott Mangum, Community Development Director
Ann Klaassen, Assistant Director of Community
Development

19
20 ***

21
22 **a. Case No. 25-04-SD: 557 Orchard Lane and 561 Orchard Lane: Applications seeking approval of a**
23 **Final Plat of Subdivision to consolidate the two existing lots into a single lot of record. As part of the**
24 **Final Plat approval, the application includes a request of approval of a zoning variation to permit the**
25 **existing residence at 561 Orchard Lane to observe less than the minimum required side yard setback**
26 **from the west property line, which is due to an increase in the minimum required side yard setback as**
27 **a result of the proposed increase in total lot area and increase in average lot width. The Village Council**
28 **has final jurisdiction on this request.**

29 Ms. Klaassen identified the property's location, size and zoning classification and summarized the final
30 plat of subdivision application for the Commission. She stated the Comprehensive Plan designation
31 identified the property as appropriate for use as single family residential development and the applicant's
32 use of the property is consistent with the Comprehensive Plan and zoning. Ms. Klaassen identified the
33 site's current photos noting a demolition permit was submitted for 557 Orchard and approved by the
34 Historic Preservation Commission (HPC) without delay. She summarized the lot's measurements as a
35 result of the plat of consolidation with the shed on the 557 Orchard parcel and the detached garage on
36 the 561 Orchard property to be removed and construction of an addition on the 561 Orchard parcel along
37 with new driveway configurations.

38
39 Ms. Klaassen stated the proposed consolidation complied with zoning standards with both lots being
40 nonconforming with regard to the existing lot area and minimum required average lot width. She then
41 explained why the proposed lot consolidation did not require a special use permit as well as why the home
42 at 561 Orchard would become nonconforming. Ms. Klaassen stated the Village Engineer reviewed the
43 plans and noted additional storm water detention would be required and explained how the storm water
44 system would be rerouted to allow storm water to be managed on site. She then summarized the HPC's
45 and ZBA's consideration of the application and its recommendation of approval.

46
47 Ms. Klaassen noted there are no audience members present and stated following the applicant's
48 presentation and Commission Member discussion, a Commissioner may wish to make a motion to either

1 continue the matter to a date certain or recommend approval or denial with draft language provided in
2 the application packet. She then asked if there were any questions.

3
4 Chairperson Danley referred to page 7 and the combination of two R-5 lots into an R-3 lot. Ms. Klaassen
5 confirmed the application process did not rezone the parcel, but the size of the proposed lot would be
6 similar to lots in the R-3 District. Trustee Apatoff asked if any neighbor comment was received. Ms.
7 Klaassen informed the Commission that one email was received in support of the request and is included
8 in the agenda packet. Mr. Bradley summarized the ZBA's consideration of the application. Trustee Apatoff
9 stated he was also concerned with regard to setting precedent and spoke with Village Attorney Peter
10 Friedman who assured him such applications are considered on a case by case basis. No additional
11 questions were raised at this time.

12
13 Chairperson Danley swore in those speaking to this matter. Katherine Kirkpatrick informed the
14 Commission they sent 21 letters to their neighbors concerning the application and no negative feedback
15 was received rather they received overwhelming support of the project. She provided the Commission
16 Members with background regarding the request to alleviate driveway congestion and the renovation plans
17 to accommodate an in-law suite. Ms. Kirkpatrick stated the current property represented a hazard and
18 four existing nonconformities would be eliminated. She also stated the request would also not alter the
19 neighborhood's immediate character.

20
21 Ms. Case asked if there would be any access from the second floor into the new addition. Ms. Kirkpatrick
22 explained how it would only be accessed from the first floor. Ms. Case then questioned the Village's stance
23 on in-law suites. Ms. Klaassen explained that separate dwelling units are not allowed which are accessed
24 independently. As proposed the second floor living space above the garage would not be accessed
25 independently. Chairperson Danley asked if 557 Orchard was listed on the market. Ms. Kirkpatrick
26 responded it may not have been listed on the MLS and explained it has been unoccupied since 2019. She
27 informed the Commission of their discussions with the property's trustee in terms of acquiring the
28 property. Ms. Case asked if the large tree in the front would remain. Ms. Kirkpatrick confirmed that is
29 correct. Mr. Subawalla questioned the new addition's size. Ms. Klaassen referred to page 10. Ms.
30 Kirkpatrick stated their home measured approximately 4,700 square feet. Ms. Klaassen explained the
31 existing home's permitted GFA with the addition resulting in it measuring 5,052 square feet. No additional
32 questions were raised at this time.

33
34 Chairperson Danley called the matter in for discussion. Mr. Enck summarized the HPC's consideration of
35 the demolition application for 557 Orchard. Ms. Kunkle stated she had no concerns regarding the request
36 and specifically referred to the fact the neighbors are in support of the request. Mr. Bradley referred to
37 the amount of time spent by the Commission in connection with the Comprehensive Plan to preserve
38 diverse housing stock. He suggested additional plans be implemented to achieve the goal of preserving
39 housing stock and not reduce it by allowing lot consolidations. Mr. Alt thanked the applicant for going
40 through their due diligence with regard to the application and referred to the setback next to 565 Orchard.
41 He stated after consulting with the neighbors, they were very much in favor of the abandoned home being
42 removed and he would be in favor of the request. Ms. Case stated the variation is minimal and as a result
43 of the applicant's testimony, she is in favor of the request. She also agreed with Mr. Bradley's comments.
44 Trustee Apatoff stated the matter would be added to the Village Council study session agenda. Mr.
45 Subawalla agreed with the comments made. Chairperson Danley also stated she had concerns with
46 consolidations of this nature and the change to the neighborhood character. She agreed the home at 557
47 Orchard needed to come down and with the suggestion that the matter be raised at a Village Council
48 study session. Chairperson Danley also stated she is in favor of the request although she is concerned with

1 regard to the loss of R-5 lots in the Village.

2
3 Chairperson Danley then asked for a motion. A motion was made by Mr. Alt to recommend approval of
4 the 557 Orchard and 561 Orchard final consolidation plat into a single lot of record which required a zoning
5 variation for 561 Orchard to allow a minimum west side yard setback of 5.98 feet which met the
6 subdivision code standards for approval and that the proposed subdivision is consistent with the
7 Comprehensive Plan's land use map designation. The motion was seconded by Ms. Kunkle. A vote was
8 taken and the motion unanimously passed, 6 to 0:

9 AYES: Alt, Case, Danley, Enck, Kunkle, Subawalla

10 NAYS: None

11 NON-VOTING: Apatoff, Bradley

12 ***

13
14 Respectfully submitted,

15 Antionette Johnson

16
17 Recording Secretary
18

ATTACHMENT 3

Minutes adopted 06.09.2025

WINNETKA ZONING BOARD OF APPEALS MEETING MINUTES EXCERPT MAY 12, 2025

Zoning Board Members Present: Matt Bradley, Chairman
Mark Haller
Lynn Hanley
Kathryn Leister
Kate Casale MacNally
Mike Nielsen

Zoning Board Members Absent: Todd Vender

Village Staff: Steve Mangum, Director of Community Development
Ann Klaassen, Assistant Director of Community Development

a. **Case No. 25-04-SD: 557 Orchard Lane and 561 Orchard Lane: Applications seeking approval of a Final Plat of Subdivision to consolidate the two existing lots into a single lot of record. As part of the Final Plat approval, the application includes a request of approval of a zoning variation to permit the existing residence at 561 Orchard Lane to observe less than the minimum required side yard setback from the west property line, which is due to an increase in the minimum required side yard setback as a result of the proposed increase in total lot area and increase in average lot width. The Village Council has final jurisdiction on this request.**

Ms. Klaassen identified the property's location, size and zoning classification and the existing improvements on each parcel. She also referred to photos of the site and provided a summary of the Historic Preservation Commission's consideration of the demolition permit for 557 Orchard. Ms. Klaassen then provided information relating to the proposed consolidated lot and the proposed addition on 561 Orchard with the proposed improvements confirmed to comply with zoning regulations. She stated the consolidation would eliminate two nonconforming lots and create one conforming. Ms. Klaassen informed the Board the Village Engineer reviewed the proposed plans and noted additional storm water detention would be required. She stated the Plan Commission is to consider the proposed consolidation at their May 22, 2025, meeting with one public comment having been received and provided to the Board. Ms. Klaassen then stated following the applicant's presentation, public comment and Board discussion, a Board Member may make a motion to continue the matter to a date certain or recommend approval or denial as indicated on page no. 91 of the agenda packet. She asked if there were any questions.

Chairman Bradley referred to situations when lot consolidations create a zoning issue without full project plans. Ms. Klaassen stated if the proposed addition required zoning relief, it would be included in the application. She explained that plans were submitted by the applicant as part of this application, so a zoning review was completed to verify the plans presented to the Board comply with all the zoning regulations.

Chairman Bradley swore in those speaking to this matter. Katherine Kirkpatrick, the applicant and property owner, and Edward Deegan, the architect, introduced themselves to the Board. Ms. Kirkpatrick provided the Board with the intent behind the project to change the two car detached garage to a three

1 car attached garage with the space above it to be used as an in-law suite. She then summarized their
2 responses to the standards and asked if there were any questions.

3
4 Chairman Bradley referred to the curb cut change and asked if the tree on 557 Orchard would remain.
5 Ms. Kirkpatrick confirmed that the tree will remain. Ms. Leister asked for the 565 Orchard neighbor's
6 comments with regard to the setback. Ms. Kirkpatrick responded the neighbor is fully supportive of the
7 request. She also stated they initially considered building a carriage house on 557 Orchard which would
8 create a less preferable aesthetic and result in a less usable driveway. No additional questions were raised
9 at this time.

10
11 Chairman Bradley noted there is no one in the audience to comment and called the matter in for
12 discussion.

13
14 Ms. Casale MacNally referred to a previous consolidation at Elder Lane and Myrtle with this request being
15 similar to that situation. She also stated while curing numerous nonconformities and creating one, she
16 described the request as a no-brainer in that regard and concluded she would be in favor of the request.
17 Mr. Nielsen also stated he is in favor of the request and noted the current home would not be moving but
18 the side yard setback would increase. Ms. Leister stated she is concerned with the bigger picture if too
19 many of these consolidations start happening and referred to the number of similar situations when
20 dilapidated homes are purchased by adjacent property owners with additions being constructed and how
21 that impacted the feel of the neighborhood. Ms. Hanley stated while she agreed with the comments
22 made, she referred to prior discussions relating to accessible dwelling units and carriage homes. She then
23 stated the variation is only being created as a result of the consolidation and would not change the
24 neighborhood's overall look. Chairman Bradley stated while he agreed with the comments made, due to
25 the condition of 561 Orchard, it did not solve the reasonable return standard. He stated the request would
26 result in holding the line on the existing setback in order to create a home which did not belong in the R-
27 5 zoning district. Chairman Bradley concluded he would be in favor of the request.

28
29 Chairman Bradley then asked for a motion to recommend approval as indicated on page 92 of the agenda
30 packet. A motion to recommend approval was made by Ms. Casale MacNally and seconded by Mr. Nielsen.
31 A vote was taken and the motion unanimously passed, 6 to 0:

32 AYES: Bradley, Haller, Hanley, Leister, Casale MacNally, Nielsen

33 NAYS: None

34
35 ***

36
37 Respectfully submitted,

38
39 Antionette Johnson

40 Recording Secretary



Agenda Item Executive Summary

TITLE: Resolution No. R-58-2025: A Commitment to Implement Pillar 4: Sustainability and Climate Action of the Village Comprehensive Plan (Adoption)

PRESENTER: Elyse Steiner

AGENDA DATE: June 17, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

April 18, 2023 - Council approved Ordinance No: M-06-2023: An Ordinance Adopting a Comprehensive Plan for the Village of Winnetka.

June 3, 2025 - Council reviewed the draft of Resolution R-58-2025: A Commitment to Implement Pillar 4: Sustainability and Climate Action of the Village Comprehensive Plan.

EXECUTIVE SUMMARY:

The Council engaged with residents and community stakeholders to identify a set of key themes or "community pillars" in the Winnetka Futures 2040 Comprehensive Plan, including Pillar 4: Sustainability and Climate Action Plan (see Attachment #2) to serve as a guide for future planning. The Village has made progress towards implementing Pillar 4, undertaking the following sustainability initiatives during the last year:

- Sustainability Coordinator – Last fall the Village hired its first ever sustainability coordinator to prioritize implementing environmental sustainability initiatives.
- Installation and commissioning of the Village's 7th public EV charging station.
- Approval of a contract to develop a Sustainability and Climate Action Plan.
- Advanced Metering Infrastructure – In April, Council approved a \$5.3 million contract to implement Advanced Metering Infrastructure village-wide. Once complete, this project will give the Village opportunities to incentivize energy conservation.
- Electric Generation Study – In March, Council approved a consultant contract to study generation at the Power Plant including exploring renewable energy options.

In Resolution No. R-58-2025: A Commitment to Implement Pillar 4: Sustainability and Climate Action of the Village Comprehensive Plan, the Village Council expresses its support for future sustainability initiatives. Attachment #3 includes sustainability initiatives that are being considered, the Village staff assigned to the initiative, and a timeframe if available.

RECOMMENDATION:

Consider adoption of Resolution No. R-58-2025: A Commitment to Implement Pillar 4: Sustainability and Climate Action of the Village Comprehensive Plan.

ATTACHMENTS:

1. R-58-2025 - A Commitment to Implement Pillar 4: Sustainability and Climate Action of the Village Comprehensive Plan
2. Pillar 4 of the Comprehensive Plan
3. Preliminary Sustainability Initiatives

**A COMMITMENT TO IMPLEMENT PILLAR 4: SUSTAINABILITY AND
CLIMATE ACTION OF THE VILLAGE COMPREHENSIVE PLAN**

WHEREAS, climate change poses serious threats around the world—more intense heat waves, droughts, heavy downpours, and other extreme weather events—and some effects are already being felt locally in the form of hotter summers, damages from wind and severe storms, changes in winter weather, and potential for compounding effects; and

WHEREAS, municipalities across the nation, recognizing the urgency and gravity of climate change, are taking leadership roles to reduce greenhouse gas emissions and increase energy efficiency, renewable energy, adapt to adverse impacts, and protect infrastructure, environment, vulnerable populations, and communities; and

WHEREAS, municipal governments have unique strengths in developing community resiliency and in taking long-term action to mitigate climate change that are amplified through regional collaboration; and

WHEREAS, the Winnetka Village Council engaged with residents and community stakeholders to identify a set of key themes or “community pillars” in the 2040 Comprehensive Plan, including Pillar 4: Sustainability and Climate Action, to serve as a guide for future planning; and

WHEREAS, the Winnetka Village Council has approved funding for a Climate Action Plan that will set long-term goals and be aligned with the goals of the Sustainability and Climate Action Pillar, and where feasible, will act on opportunities to:

- a) Evaluate procuring Renewable Energy Credits (RECs) that allow the Village to claim the use of zero-carbon energy,
- b) Support energy efficiency investments and electrification with rebates and technical support,
- c) Deploy the Advanced Metering Infrastructure (AMI) technology to implement demand response, conservation voltage reduction and other energy management programs,
- d) Assist homeowners and businesses with rooftop solar by streamlining the approval process,
- e) Assess the potential of developing a solar array on the Willow Road landfill and other Village facilities,
- f) Explore opportunities for cleaner generating capacity at the electric plant and other locations,
- g) Pursue fleet vehicle electrification and expanding EV charging infrastructure, and
- h) Consider other investments, technologies, and measures that can mitigate global climate change.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Village of Winnetka, Cook County, Illinois hereby expresses its support for and pledges to take strategic climate action to pursue these outcomes for a more resilient, equitable and healthy future.

ADOPTED this ____ day of _____, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

PILLAR 4

Sustainability & Climate Action

VISION STATEMENT

“A forward-looking community with a strong heritage of innovation and commitment to stewardship of its natural resources and built environment.”



PILLAR 4:

Sustainability and Climate Action

Vision Statement: A forward-looking community with a strong heritage of innovation and commitment to stewardship of its natural resources and built environment.

Goal 4.1: The Village will establish a community framework for Sustainability and consider appropriate public resources to guide, manage, and educate the residents on the value of a Sustainability & Climate Action Plan.
Goal 4.2: The Village will continue to develop local and regional partnerships with other organizations to leverage and share information on sustainable initiatives, shared resources, technical assistance, and tools for broader community engagement.
Goal 4.3: The Village will implement initiatives throughout this Comprehensive Plan that reflect sustainability as a core value in Winnetka.

Winnetka Futures 2040 Plan includes ten Community Pillars. The following section describes Winnetka’s vision for *Pillar 4: Sustainability & Climate Action*. A summary of the existing conditions analysis along with community input received over the course of the process are shared in the next few pages. Following that is a list of actionable initiatives for each of the goals listed above.

Note that the order of goals and initiatives does not reflect their level of priority.

Environmental and Forestry Commission

The Environmental and Forestry Commission (EFC) assists the Village Council to facilitate the community's discussion of and actions to take regarding sustainability. The EFC has a specific mission to raise public awareness of environmental issues and best practices, and to encourage changes in public policy on matters that relate to the environment. The EFC takes a proactive role on sustainability matters and sees education as one of the best methods to gain public support for policies and programs. One of the highlights of the EFC is its 'Green Awards' program. The purpose of the program is to recognize properties and households within Winnetka that demonstrate exceptional commitment to sustainable practices in eight award categories.



Young Families in Winnetka

ENVIRONMENTAL & FORESTRY COMMISSION

The planning team met with the Environmental & Forestry Commission on February 12, 2020 and again on November 10, 2021 to discuss how the 2040 plan will address sustainability and climate action. Go Green Winnetka representatives were also in attendance at both meetings and their thoughts are included. Key themes that came out of those discussions are summarized below.

Climate Action

Our ecosystem is changing rapidly, and we should be ahead of the game. The Greenest Region Compact (GRC2) is the foundation of much of the Commission's thinking—it is a pledge that the Village has taken with other Chicagoland communities to reduce our carbon footprint, encompassing four goals, ten categories and 100+ strategies. These different categories should be woven into the Comprehensive Plan's categories. Sustainability and Climate Action should have its own chapter, and serve as an overarching goal that can be woven into all chapters. While the 2040 Plan is not a Climate Action Plan, there should be actionable items for the EFC and the Village to move forward on.

While the GRC2 includes a wide variety of climate action categories, improvements in energy consumption of buildings, bike infrastructure, and waste management and composting are of particular interest to members of the Commission. Many members of the Commission partake in “guerilla sustainability,” picking up neighbors hard-to-recycle waste and bringing it to public works. Improved route signage or digital wayfinding in the form of an online map are short term initiatives that could encourage more people to ride their bikes. The LEED, Leadership in Energy and Environmental Design, certification of buildings is also an interest of the Commission.

Organization & Efficacy

The Commission hopes to improve communication channels between itself and the Park District. The Commission would like the Council to consider amending the municipal code to expand its responsibilities from forestry to a more comprehensive approach, including environmental initiatives, sustainability, and climate actions. The Commission is staffed through the Public Works Department and not Planning, which is not typical and not ideal in the eyes of the Commission. Changing the name of the Commission to Climate Commission and expanding its scope and authority would give the Commission increased ability to recommend policy and implement its goals.

Be Bold Winnetka

Very few communities have sustainability and climate action plans, but Winnetka has the opportunity to lead the region on this front. Go Green Winnetka is a citizen run advocacy group working to prioritize climate action initiatives in Winnetka. Its ability to organize volunteers and build public support for initiatives is critical for real progress. Involving children in the conversation is also key—schools can be partners, not just in education around sustainability, but in initiatives such as removing invasive species/encouraging native species along the Green Bay Trail. Benchmarks, metrics, and key performance indicators are necessary for climate objectives to be implemented. The development of a climate action plan should be a key recommendation from the 2040 plan.



Winnetka Open Spaces

Greenest Region Compact (GRC2)

CLIMATE FRAMEWORK

In 2017, over seventy member municipalities of the Chicagoland Area Metropolitan Mayors Caucus adopted the “Greenest Region Compact 2” or GRC2 Framework, which seeks a vibrant, sustainable future for their communities and for the greater Chicago region. The Compact addresses ten categories: climate, economic development, energy, land, leadership, mobility, municipal operations, sustainable communities, water, and waste & recycling; and, provides goals, objectives and actions for each. The GRC2 was adopted in Winnetka by municipal resolution on April 3, 2018. The Village and the EFC are committed to advancing the GRC2 goals, and they have outlined short and long-term goals within the climate framework for the Village to pursue. A high level summary of these goals within the climate framework is provided below.



Climate

Undertake efforts to reduce Greenhouse Gases (GHGs), develop resiliency to climate change impacts, and engage the Village community in climate change mitigation and adaptation.



Land

Encourage strategic development that incorporates sustainability principles, conserve, restore and enhance natural features and ecosystems, and ensure accessibility to and use of parks and other outdoor space.



Mobility

Support diverse, safe, and efficient transportation that uses resources wisely.



Winnetka Beachfront



Sustainable Communities

Cultivate community values and principles that are welcoming, inclusive, and equitable, and that promote a sustainable identity for the Village.



Water

Use and distribute water efficiently, equitably, and sustainably, protect and improve water quality, and optimize the use of natural and built systems to manage stormwater.



Energy

Adopt policies that promote energy efficiency, reduce energy usage and use of renewables, and engage the Village community in clean energy practices.



Leadership

Collaborate to achieve a more sustainable Village and region.



Municipal Operations

Set an example by demonstrating sustainable values and practices, operate a safe and efficient fleet, and collect and manage data to advance sustainability.



Waste & Recycling

Support policies and actions that contribute to sustainable material management and increased recycling.



Tower Beach © Winnetka Park District

CLIMATE ACTION

Based largely on the goals and objectives of the GRC2, the EFC is working on recommendations for actions, strategies, and goals to be considered for inclusion in a new Sustainability and Climate Action Plan for Winnetka. The EFC recommendations can be divided between short term actions and long-term actions. Short term actions are considered over the next 1-5-year time horizon, and long-term actions are considered over the 10-20-year time horizon. The short term recommendations take a proactive approach, combined with an educational framework to help Village residents become more aware of municipal actions and to garner broad support for longer term sustainability and climate initiatives. The long-term goals include more significant actions that can be implemented over a longer time period and may need funding mechanisms or capital improvements. They also include quantitative actions to reduce consumption and other measurable performance standards.

2021 Climate Action Plan (CAP)

The Metropolitan Mayor Caucus (MMC) launched the 2021 Climate Action Plan for the Chicago Region (“CAP”) with support from the Chicago Metropolitan Agency for Planning (CMAP) in July 2021. On February 15, 2022, at the recommendation of the EFC, the Village Council adopted a resolution endorsing and supporting the goals of the CAP, which is a multi-jurisdictional approach to addressing the climate crisis that is tailored for action at the municipal level. The MMC works with members to undertake these strategies allowing communities to collectively and efficiently address the complexities of the climate crisis and proactively work to improve our environment.

SUSTAINABILITY THROUGH PLANNING

In addition to the EFC recommendations for short term and long-term actions, sustainability and environmental stewardship can also be achieved by commonly-known planning and land use strategies. There are a variety of measures and policy directives the Village can pursue that result in the reduced consumption of resources and promote sustainable land use. These “hidden” measures of sustainability are already happening but are further recognized and promoted in this Comprehensive Plan.

Multi Family Housing



There is power in numbers. Multi-family housing is inherently better for the environment than single-family detached housing. Construction of multi-family housing uses less energy, and use of infrastructure and utilities is more efficient.

Reuse of Existing Buildings



The greenest building is one that is already built—it holds “embodied energy” from the transport and production of its building materials, as well as the energy used to assemble the building. Preservation of existing buildings promotes the reuse of buildings on developed land, maximizing the use of existing materials and infrastructure, and reducing waste and consumption, making preservation and sustainability natural partners.

Mixed Land Use Areas



A mix of uses is an essential ingredient in the recipe of sustainability. Mixed-use development places the things we need every day in close proximity to each other, with housing, retail, and office uses located in the same building.

COMMUNITY OPEN HOUSE RESULTS

Which of the climate framework objectives mentioned below do you believe should be a high priority for the Village to implement?

Participants ranked the climate framework initiatives as follows:





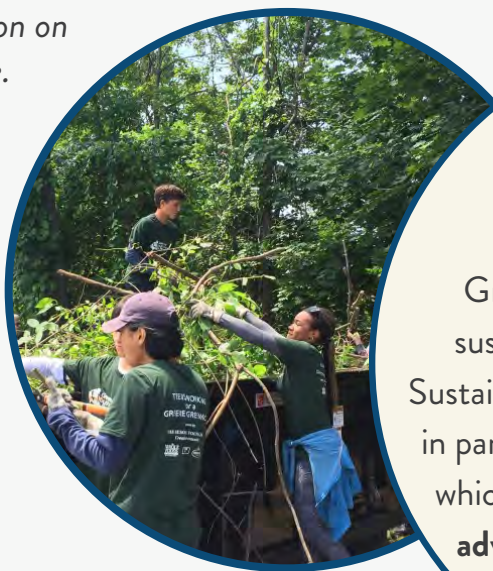
Comparable Communities: Sustainability

A look at how Winnetka's comparable communities are taking action on climate change.

GREENWICH, CT

BIG IDEA: Conservation Commission

Greenwich has earned the highest sustainability ranking available from Sustainable CT (a statewide initiative) due in part to its Conservation Commission, which was formed to specifically study **advancements in energy efficiency and carbon emissions.**



PIEDMONT, CA

BIG IDEA: Climate Action Plan

In addition to its Comprehensive Plan, Piedmont's Climate Action Plan includes **detailed actions and metrics to reduce and track greenhouse gas (GHG) emissions.** The plan acknowledges that sustainability goes beyond environmental concerns and touches many social, economic, and public health issues.





COMMUNITY OPEN HOUSE RESULTS

What big ideas do you have in regard to taking action on climate change in Winnetka?

Local composting was the most popular vote and participants anecdotally mentioned that this initiative is considered a low-hanging fruit compared to the other sustainability improvements mentioned. Other initiatives mentioned include implementing a green building code, solar arrays, emissions tracking, and a Village-wide climate action plan. One participant mentioned that it would be “**interesting to share with residents how their energy use compares to other Winnetkans on average.**”

Sustainability and Climate Action

Vision Statement: A forward-looking community with a strong heritage of innovation and commitment to stewardship of its natural resources and built environment.

GOAL 4.1

The Village will establish a community framework for Sustainability and consider appropriate public resources to guide, manage, and educate the residents on the value of a Sustainability & Climate Action Plan.

As a local government body, the Village is able to affect change and lead by example. Utilizing existing tools for outreach and communication, the Village can keep the community engaged as the Sustainability & Climate Action Plan continues to develop. In addition to creating a framework, the Village should leverage grants and funding mechanisms and seek financial support for sustainability initiatives.

Initiative 4.1.1

Continue to develop a Sustainability & Climate Action Plan that will address the following areas in terms of sustainability: Economic Development, Energy, Land, Leadership, Mobility, Municipal Operations, Sustainable Communities, Waste & Recycling, and Water.

The “Greenest Region Compact 2” or GRC2 Framework, which is a regional agreement adopted by Winnetka in 2018, focused on the broad range of sustainability topics mentioned above. Over seventy municipalities have signed the compact and agreed to support forward-thinking goals. The Metropolitan Mayors Caucus finalized the Climate Action Plan for the Chicago Region in 2021; it provides updated goals and strategies for combating climate change at the municipal level. A Sustainability & Climate Action Plan incorporating elements from these documents would bring Winnetka in line with other community partners in the region.

Initiative 4.1.2

Identify grant funding to support the efforts identified in the Sustainability & Climate Action Plan.

Financial support will be an essential part of continued success for the Sustainability & Climate Action Plan. Actively pursuing grants from regional, State, and Federal agencies will increase Village resources and ensure dedicated funds are allocated towards a greener future.

Initiative 4.1.3

Evaluate what will be the appropriate staffing for community sustainability initiatives. Support may include dedicated staff resources, on-call consultant, or a sustainability team as a shared responsibility.

Initiative 4.1.4

Implement sustainable practices within residential neighborhoods to the extent possible.

With 61.7% of Winnetka’s land use being residential, it is important to educate residents about the various initiatives they can take to advance sustainability. Small changes can result in large impacts, especially when implemented on a neighborhood scale. Examples of such initiatives include native plantings, butterfly gardens, rain gardens, rain barrels, and the use of sustainable pet products. Distributing native plant seedlings, providing resources for rain barrels, and educational material about biodiversity are additional steps.



Rain Garden in a residential area

GOAL 4.2

The Village will continue to develop local and regional partnerships with other organizations to leverage and share information on sustainable initiatives, shared resources, technical assistance, and tools for broader community engagement.

Communities around the nation, including Winnetka, are increasingly tackling sustainability challenges and increasing awareness and resilience as climate change and disaster risks continue to rise. Building sustainable communities is a collective and collaborative effort that requires advocacy, education, and other actionable initiatives to boost prosperity and resiliency within the North Shore.

Initiative 4.2.1

Continue to evaluate and support, to the extent that is realistically achievable by the Winnetka community, the goals of regional sustainability plans such as the Metropolitan Mayors Caucus' Greenest Region Compact 2 and the Metropolitan Mayors Caucus 2021 Climate Action Plan for the Chicago Region.

"We're in this together" is the mindset that can help bridge efforts, build support, and generate momentum for climate action initiatives. Utilizing the GRC2 and supporting the CAP not only ensures Winnetka is implementing best practices in sustainability, it also supports an alliance of communities demonstrating commitment to actionable sustainability.

Initiative 4.2.2

Partner with local school districts, the Winnetka Park District, and other local agencies to address sustainability initiatives, such as reducing greenhouse gas emissions, reducing stormwater runoff, increasing recycling, and the like.

Initiative 4.2.3

Partner with the Winnetka-Northfield-Glencoe Chamber of Commerce and other Winnetka business organizations to assist businesses with finding technical and financial resources to assist them with operating their businesses in a more sustainable manner.

"Shopping with a Purpose" is one of many ways consumers are showing their values by paying more attention to social and environmental aspects. Prioritizing eco-friendly products, considering environmental measures in daily operations, using recyclable materials, and reducing the use of plastic, among other 'green' initiatives, are important to young professionals and families with forward-looking mindsets. Providing Winnetka businesses with technical or financial assistance can result in a positive impact and allow them to contribute meaningfully to the Village's mission. Examples can include supporting businesses in collectively pooling resources and sustainability funds, advertising campaigns and other promotional materials through Village media outlets, and buying into a green energy source that might otherwise be unattainable.



Reusable Bags © New York Post - Oscar Wong

GOAL 4.3

Implement initiatives throughout this Comprehensive Plan that reflect sustainability as a core value in the Village of Winnetka.

Throughout this community-led process, Winnetkans have made clear that sustainability is a core value that can be advanced in a variety of fashions, both directly and indirectly. While the Comprehensive Plan includes a dedicated Sustainability and Climate Action section, additional initiatives can be found in the majority of the ten Community Pillars. Examples include alternative modes of transportation, preservation of historic buildings, protection of natural resources, and the use of advanced technologies. To learn more, refer to the sustainability summaries found below for some of the community pillars.

“The greenest building is the one already built.” Initiatives in Pillar 1 recommend policies that support efforts to encourage the renovation of existing homes in lieu of demolishing houses and building new. Additionally, initiatives recommend ongoing review of regulations to remove potential obstacles that renovation and restoration projects may encounter.

Pillar 1 also recommended initiatives that include the establishment of safe and connected non-motorized transportation routes through Winnetka’s neighborhoods, so as to encourage residents to walk and bike, leaving vehicles at home and reducing carbon-based travel. Illustrative of this, initiatives under Pillar 1 recommend completing gaps in sidewalk connectivity and identifying travel routes to encourage their use.

PILLAR 1 **QUALITY LIVABLE NEIGHBORHOODS**

The vision for Winnetka’s commercial core reflects the community’s culture of sustainability and positive climate action by encouraging dense mixed-use development and facilitating non-motorized transportation. Recognizing that Metra train stations are a key part of the Village’s business districts, goals in Pillar 2 recommend incorporating Transit Oriented Development (TOD) principals when making strategic decisions that impact the commercial areas. Other initiatives encourage building connections to the train stations to increase mobility and foster them as a driver of local economic activity. Goals in Pillar 2 also recognize that local regulations play an important role. Amendments to the Zoning Code can promote non-motorized transportation by reducing off-street parking requirements and facilitating bicycle parking and storage.

PILLAR 2 **VIBRANT BUSINESS DISTRICTS**

PILLAR 1 PILLAR 2 PILLAR 3 **PILLAR 4** PILLAR 5 PILLAR 6 PILLAR 7 PILLAR 8 PILLAR 9 PILLAR 10

Appreciating Winnetka's historic homes and local heritage reflects the Village's commitment to positive environmental action while maintaining a local spirit and identity. Helping establish a sense of place through creative placemaking and public art initiatives gives residents pride in the community, which manifests itself in maintenance, preservation, and care for the built environment.

Goals in Pillar 3 aim to increase native vegetation and encourage pollinator gardens in public parkway lands, where possible and in the appropriate setting. This increases the resiliency and biodiversity in the local ecosystem, increasing sustainability and adaptability to change.

PILLAR 3 COMMUNITY HERITAGE & PLACEMAKING

Fostering a culture of learning and student engagement furthers the Village's commitment to sustainability by helping youth appreciate their role in positive climate action. Activities to cultivate civic engagement in Goal 1 in Pillar 5 illustrate how actions at the local level can have real impacts. Ensuring paths to school are safe encourages biking and walking, normalizing non-motorized transportation for daily trips. The focus of Goal 2 is finding opportunities to share resources and facilities that support education. Sharing assets means not building or buying new ones, decreasing consumption and use of new materials for construction.

PILLAR 5 EDUCATIONAL EXCELLENCE

Winnetka residents enjoy unparalleled access to lakefront beaches, parks and open spaces. Enjoyment of these outdoor facilities and natural resources allows users to explore and experience the natural world, creating a relationship that fosters conservation. Goals in Pillar 6 ensure the Village's parks and natural areas will be preserved and maintained through partnerships with sister agencies and continuous, innovative programming will keep people engaged.

PILLAR 6 HEALTHY & ENGAGING LIFESTYLES



Winnetka Bluffs

The Village of Winnetka leads by example. Utilizing best practices in delivering exceptional public services demonstrates a commitment to effective resource management, financial responsibility, and a culture of sustainability. Community infrastructure includes stormwater management: initiatives within Pillar 7 encourage the use of rain barrels, rain gardens, and permeable paving systems. These represent best practices and are effective in reducing the impact of stormwater runoff on the lakefront, ravines, and bluffs. Other initiatives include replacement of lead water pipes, which promotes the health of Village residents and reduces the amount of toxins in the water supply and larger ecosystem.

PILLAR 7

COMMUNITY INFRASTRUCTURE, SERVICES, & TECHNOLOGY

Initiatives under Pillar 8 facilitate improved access to the Green Bay Trail, encourage the continued use of public transportation, and acknowledge the importance of non-motorized transportation throughout the Village. Residents and visitors are more likely to ride bicycles to the business districts if safe, dependable bike parking is available, and Pillar 8 recommends increased bicycle parking to support this. Goals in Pillar 8 include improvements to the Green Bay Trail, such as increased lighting and sustainable landscaping with native plant species, that will improve its utilization and positively impact the environment.

PILLAR 8

MOBILITY & ACCESSIBILITY



Multi-use Trail



Electric Vehicle Charging Station

PILLAR 1

PILLAR 2

PILLAR 3

PILLAR 4

PILLAR 5

PILLAR 6

PILLAR 7

PILLAR 8

PILLAR 9

PILLAR 10

Initiative	Assigned to	Timeframe	Comments
Climate Action Plan	EFSC and Sustainability	Mid 2025- early 2026	KERAMIDA consulting engaged
Sol Smart Silver designation	EFSC, Sustainability, and Community Dev	Summer 2025	Update zoning code
Energy efficiency rebates	Sustainability and Water & Electric	Ongoing	
Advanced Metering Infrastructure	Water & Electric and Finance	2026	DR, TOU rates, and CVR programs
Rooftop solar on municipal properties	Sustainability and Electric	2026	Public safety scheduled for new roof
Fleet EVs or hybrids	Sustainability, Public Safety, Public Works, Water & Electric	2026+	Financial incentives might be available
Solar farm on landfill	EFSC, Sustainability, Public Works, Water & Electric	TBD	Contingent on stormwater project
Electric plant generation	Water & Electric	TBD	Study in progress
Renewable energy credits (RECs)	Sustainability, Water & Electric, Finance	TBD	
Solar Power Purchase Agreement (vPPA)	Sustainability, Water & Electric, Finance	TBD	Within IMEA MDR rules
Rebates, technical support for home electrification	EFSC, Sustainability, Water & Electric, Finance	TBD	Introduce incentives for induction cooktops, EV chargers, heat pumps, etc.



Agenda Item Executive Summary

TITLE: Ordinance No. M-05-2025: Authorizing the Execution of a New Power Sales Contract and a New Capacity Purchase Agreement with the Illinois Municipal Electric Agency for the Delivery Period Commencing October 1, 2035 (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: June 17, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Illinois Municipal Electric Agency (IMEA) power sales contract and capacity purchase agreement contract renewals were discussed at the following Council Study Sessions:

May 14, 2024
December 10, 2024
February 11, 2025
May 13, 2025

EXECUTIVE SUMMARY:

The current Power Sales Contract and Capacity Purchase Agreement with the Illinois Municipal Electric Agency (the Village's wholesale power supplier) are set to expire on September 30, 2035. To properly plan for and transition from a carbon based portfolio to a net zero generation portfolio by 2050 while also ensuring generation resources are in place to meet the agency's future power needs, IMEA is requesting that the Village, and the other thirty-one members, consider an extension of their contracts. The contract terms for the new Power Sales Contract and Capacity Purchase Agreement are for the period of October 1, 2035, through May 31, 2055 (Attachment #2.)

The Village Council has devoted four Council Study Sessions to discussing the IMEA contracts extension, as noted in the Item History section above. During the May 13, 2025 Council Study Session, there were various follow-up questions from the Council and the audience regarding the IMEA contracts extension. On June 3, 2025 Regular Meeting, Council further discussed the contract renewals and introduced Ordinance No. M-05-2025: Authorizing the Execution of a New Power Sales Contract and Capacity Purchase Agreement with the Illinois Municipal Electric Agency for the Delivery Period Commencing October 1, 2035.

RECOMMENDATION:

Consider the Adoption of Ordinance No. M-05-2025: Authorizing the Execution of a New Power Sales Contract and a New Capacity Purchase Agreement with the Illinois Municipal Electric Agency for the Delivery Period Commencing October 1, 2035.

ATTACHMENTS:

1. Agenda Report
2. Ordinance No. M-5-2025 - Authorizing the Execution of IMEA Agreements

AGENDA REPORT

SUBJECT: M-5-25 – AUTHORIZING THE EXECUTION OF A NEW POWER SALES CONTRACT AND A NEW CAPACITY PURCHASE AGREEMENT WITH THE ILLINOIS MUNICIPAL ELECTRIC AGENCY FOR THE DELIVERY PERIOD COMMENCING OCTOBER 1, 2035

PREPARED BY: Nick Narhi, Director of Water & Electric

REF: Consider staff recommendation to Approve M-5-25

DATE: June 17, 2025

Executive Summary

Previous meetings devoted to discussing the IMEA contract extension:

- May 14, 2024 – Council Study Session [[Agenda Packet](#)]
- Dec 10, 2024 – Council Study Session [[Agenda Packet](#)]
- Feb 11, 2025 – Council Study Session [[Agenda Packet](#)]
- May 13, 2025 – Council Study Session [[Agenda Packet](#)]
- June 3, 2025 – Council Regular Meeting [[Agenda Packet](#)]

Further information is also available on the Village's Project Page [here](#).

A summary of the major milestones on this topic are summarized below:

- I. February 2024 – IMEA Board Meeting
 - IMEA Board members approve the final form of the new Power Sales Contracts and Capacity Purchase Agreements after all 32 communities completed their internal review with legal counsel.
- II. May 14, 2024 – Council Study Session
 - Representatives from IMEA presented the new Power Sales Contract and Capacity Purchase Agreement for initial consideration by the Village Council. The Council discussed future Village power needs, anticipated costs related to the carbon neutral transition, utilization of alternative power entities other than IMEA, the future of a net-zero vision by IMEA, replacement and addition of local generating resources and the benefits of long-term resource ownership.
- III. October 22, 2024 - Winnetka Future Energy Coalition Forum
 - The Village attended and participated in a forum hosted by the Winnetka Future Energy Coalition to discuss the IMEA contract and the future of energy supply for the Village.

IV. Dec 10, 2024 – Council Study Session

- Mr. Mark Pruitt of the Power Bureau provided an overview of the wholesale electric market and alternative options, other than IMEA, for the supply of the Village's wholesale power requirements when the current contract expires in September 2035.
- Major highlights included:
 - PJM must manage power plants to always balance supply and demand.
 - Replacing thermal resources with renewables requires significant overcapacity due to the variability of production.
 - The Illinois Commerce Commission is already projecting supply shortfalls between 2041 and 2045. PJM is projecting shortfalls much sooner than that timeframe.
 - Of five grid supply approaches (Power Marketer, Go-it-Alone, ComEd, New Joint Action Agency or IMEA) examined, extending the contract with IMEA scored highest.

V. Feb 11, 2025 – Council Study Session

- Village Council continued its stakeholder engagement to support a transparent decision-making process. At the February 11 Study Session, IMEA representatives presented and answered questions about the new Power Sales Contract and Capacity Purchase Agreement for the period of October 1, 2035 through May 31, 2055.
- Major highlights included:
 - Further explanation of IMEA's power supply resources under contract, including renewables.
 - Explanation on IMEA's Sustainability Plan and Net-Zero vision, including short term, intermediate and long-term steps to achieve it.
 - IMEA's long term resource planning; including explanation of PJM/MISO accreditation that will require the agency to have 2.5X the nameplate capacity under management to meet the agency's load obligations by 2050.
 - Further explanation on the Member Directed Resource (MDR) contract provision.

VI. May 13, 2025 – Council Study Session

- At this study session, the Village Council continued discussion on the IMEA contracts. Council reviewed a report on the Village's energy procurement options, prepared by an independent consultant Mr. Mark Pruitt, and looked at the Village's historic power costs as compared to other options.
- Major highlights included:

- Demonstration of how Winnetka's participation with IMEA has saved the Village approximately \$5.5M in power supply costs over the last ten years.
- Explanation of IMEA's stability in power supply costs contrasted with historical volatility in the market and even greater volatility looming in the next three years and likely beyond.
- Discussed the list of local policy initiatives to consider increasing sustainability at the local level.
- Evaluation by Mark Pruitt on the viability of the Power Marketer option for the Village. Mr. Pruitt requested information, surveyed, and spoke with 12 power marketer service providers to complete his analysis. A breakdown of the required PJM market participant tasks that firms were/were not willing to perform were identified. Added costs, constraints and risks of taking this approach were acknowledged. No respondent would commit to firm pricing for a contract that didn't start until 2035. Power Marketers cannot say with certainty what their power mix will be or the cost of that power mix. Therefore, the power marketers are unwilling to provide pricing at this time because there are too many contingencies to cover their risk.
- Overall, while it is possible for the Utility to operate as a sole PJM Member, doing so will require much more than simply entering into a supply contract with an Alternative Provider including costs to cover additional staff, contract services or a combination thereof.
- Normally, parties consider PJM membership to achieve cost savings through economies of scale or to capture new value from owned generation resources by selling into wholesale power markets. IMEA is already accomplishing this on behalf of its members. In the absence of compelling economic drivers resulting from PJM membership, it was recommended that the Village's Utility continue its engagement with IMEA.

VII. June 3, 2025 – Council Regular Meeting

- At this meeting, the Village Council continued discussion on the IMEA contracts. Council reviewed a report on the Village's retail rates prepared by an independent consultant Mr. Mark Pruitt, and was provided follow up information from the May 13th Study Session. Council unanimously approved the introduction of an Ordinance to adopt the IMEA contracts.
- Major highlights included:
 - An explanation of how power supply costs are conveyed differently to ComEd and Winnetka customers, and further evidence of Winnetka's price advantage on supply.
 - Mr. Mark Pruitt provided an independent analysis that corroborated the staff's conclusion that Winnetka has outperformed ComEd on its

prices, which in the case of power supply is a testament to IMEA's long-term stability.

- Provided further clarity on how other PJM municipal utilities navigate the marketplace. No identified municipal utility takes on all the PJM requirements on their own. JAAs like IMEA (or NIMPA) are a key cog in allowing small municipalities to achieve economies of scale and navigate the power markets. Of the other PJM municipal utilities researched, all had thermal resources in their portfolio and structured their PJM memberships through JAA's and additional contractual or staffing services.
- Additional context from IMEA on the MDR contract provision, and what is permitted under contract for members to sustainably reduce their load profiles.
- Reiteration of the wide range of possibilities available to the Village to increase our sustainability across the board, combining Village-owned efforts with programs designed to achieve customer buy-in to reduce energy consumption.

Additional Comments

During the public review process, Winnetka Staff and Council were encouraged to be *nimble*, i.e. to have the ability to quickly adapt to changing circumstances and respond effectively to new challenges. Staff believe that the continuation of our over 40-year relationship with IMEA allows us to do just that. IMEA is a joint action agency of 32 municipal utilities throughout the State of Illinois with nearly 1,000 MW of peak load to serve, of which Winnetka is approximately 40MW (or 4%) of that peak load. Having 32 diverse sets of opinions in the boardroom has consistently led to thoughtful, and in Winnetka's case, financially beneficial outcomes. IMEA staff serve at the pleasure of the Board, which consists of elected officials, utility directors, village managers and attorneys among others. IMEA Board Members, like the agency itself, are public servants committed to achieving good results for their communities. By not having specific resources or prices enshrined in the contract, IMEA can be *nimble* with how it goes about navigating the marketplace. Resource acquisitions or power contracts will always require Board approval but can be done efficiently on a case-by-case basis as opposed to a 32-member contract revision cycle each time a new energy resource is acquired.

IMEA is committed to its sustainability goals and 2050 net-zero vision. Their Sustainability Plan is a living document, reviewed annually, and updated every three years as changes in the market occur and new technological opportunities become available to the agency. The Plan was developed with stakeholder engagement through the Board members and approved unanimously, which demonstrates its importance to the member

communities. Brian Keys from Winnetka was on the IMEA member working group that developed the IMEA Sustainability Plan. IMEA and Winnetka staff have provided significant background on how challenging of an undertaking this transition will be, including: uncertainty in the economics of renewables due to ever-shifting PJM compliance policies, political landscapes, significant backlogs in PJM/MISO interconnection queues, and accreditation of renewable versus base-load resources, just to name a few. With the energizing of the Bee Hollow solar farm late next year (which took nine years of planning from conception), IMEA as an agency will have a higher percentage of renewables in its energy portfolio than the Illinois Power Agency (IPA), which is the state agency that is responsible for procuring the resources needed for the investor-owned customers of the state. With a critical mass of member contracts signed, IMEA will start planning now for the next renewable project to add to the energy portfolio. During this well-planned transition period, IMEA members can rely on more stable power supply prices from the agency's owned generation assets. This is important to member communities, most of which as municipal bodies are not positioned to absorb the volatile swings in power prices that we are already seeing in the market and will likely continue in the coming years.

Further context was requested on the 'take or pay' language in the contracts. The explanation at the June 3rd meeting was an accurate portrayal of how IMEA allocates its costs. Winnetka's monthly bill is determined by its consumption (energy and demand) which is multiplied by unit costs from IMEA. All members have the same base unit costs; some members have riders for premiums (i.e. Naperville and two others) and 19 generating members have capacity credits that get reduced off their total power supply bill. Therefore, on a monthly basis each member pays their pro-rata share of IMEA's total monthly cost. For example, in May, Winnetka used 8,823,567 kWh out of 276,006,021 kWh for the Agency, which comes out to about 3.19% of the energy. Naperville used 91,945,307 kWh or 33% of the energy. On demand, Naperville was 36.85% of the peak for May and Winnetka was 3.07% of the peak. When you combine those two numbers you would arrive at the pro-rata share each town paid of IMEA's total cost. This allocation of cost by member is calculated each month during the IMEA member billing process. This is the math that former W&E Director Brian Keys was referring to when he said "*In general, members pay the same rates and charges based on their **load ratio portion** of the agency's **costs**. All rates are **cost based** and set by the agency's Board of Directors*" in his May 2024 staff memo.

If our load decreases, for example from New Trier High School (NTHS) installing 1MW of solar, Energy Efficiency programs or AMI-based energy conservation, from X to X-1, we are not obligated to pay the full X to IMEA. That would be akin to the Village not recognizing NTHS's solar deployment and billing them for their consumption regardless of

when the solar array was installed. There will not be a financial penalty for increasing energy efficiency. 'Take or Pay' is legal term that is required in order for financiers to recognize that IMEA members have total requirements obligations to purchase power from IMEA. This is because IMEA's bonds are secured against future revenue by its members, which 'take or pay' serves to guarantee. This Take or Pay provision has been part of the Winnetka/IMEA and all other member contracts since we started buying total requirements power from IMEA in the early 1990's.

An example was provided from the City of Batavia of the downside of one way to structure and contract for take or pay. The circumstances in Batavia are a result of how that community structured their contract with Prairie State. Batavia purchased a 55 MW capacity piece of Prairie State on a 24/7/365 basis, even though that is roughly their peak load which they only hit for one hour of the entire year. That means that they are obligated to 'take or pay' that full 55 MW for the other 8,759 hours of the year when they don't need that much power. For a long time when power prices were low, this was not a good thing for Batavia as that led to financial risks. Fatefully, now that capacity prices are skyrocketing, this trend will reverse, and their excess capacity could likely produce a profit.

The Batavia example is not the way IMEA manages the capacity and energy for the members and it has a different approach, where energy management is done on an hourly, weekly and monthly basis. IMEA only procure what they need at that moment in time, which means they 'follow the load.' If you picture the agency's load as a sine wave over time, IMEA is stacking bars of energy up each hour of the day to fill (integrate) the curve. Purchasing speculative excess energy or capacity beyond IMEA's member load needs in the market is prohibited by IMEA's risk management policy as it could expose the membership to adverse cost effects. Batavia's resource supply approach was to draw a straight line at 55 MW, and risk losses for all the times when their demand curve was below that value.

The claim has been made that IMEA does not ensure our reliability, but PJM does. An analogy would be like saying that your financial advisor does not determine the strength of your retirement portfolio, the New York Stock Exchange does. PJM and MISO are energy marketplaces, where supply and demand meet to determine price. The Village of Winnetka could not simply connect to the PJM grid and start taking power and assume that the reliability is already baked in. As has been discussed in this process before, individual PJM members need to meet the obligations as an individual member and secure a power portfolio. There are many requirements of being a PJM market participant. These requirements come with costs and risks and require hourly review and refinement in all hours of the year. IMEA, by covering these costs on behalf of all their members, spread out

the risk profile to avoid any one municipality being overleveraged. In recent news, Meta purchased about 1 GW (1,000 MW) of capacity from the Clinton nuclear power plant. This is equivalent to the load of all of the IMEA members combined. Amazon is taking a similar approach with a nearly 2GW pending nuclear deal with Talen Energy in Pennsylvania. Strength in numbers with IMEA will give its members economies of scale to compete for scarce resources in what could become the ‘wild west’ of power supply in years to come. Utilities across the country, be they investor-owned or municipal, will be racing to meet net-zero goals over the next 25 years. Having a seat at the table with aligned Illinois communities will allow Winnetka to influence that transition and do so in a manner that will keep our rates as stable and reliable as possible, as they have been for the last 40 years with IMEA

Staff appreciate the feedback received from Council and the public during this process. The next five years will present exciting opportunities for the Utility and the Village to become an industry leader in conservation and sustainability. The Winnetka Electric utility has been described as ‘a gem’ throughout this process. It is truly one of the things that makes Winnetka unique, and it will provide the Village opportunities for sustainability that are not available to our North Shore neighbors. Those opportunities could include: ownership rights to renewable assets through IMEA or utility-scale Village-owned renewable resource on the landfill and energy efficiency incentives above and beyond what ComEd offers. Staff look forward to continuing to do the hard work of keeping the lights on in the Village while being fiscally responsible and cognizant of our impact on the environment.

ORDINANCE NO. M-5-2025

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A NEW POWER
SALES CONTRACT AND A NEW CAPACITY PURCHASE AGREEMENT WITH THE
ILLINOIS MUNICIPAL ELECTRIC AGENCY FOR THE DELIVERY PERIOD
COMMENCING OCTOBER 1, 2035**

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

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

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

WHEREAS, the Illinois Municipal Electric Agency (“*IMEA*”) is a body politic and corporate, municipal corporation and unit of local government of the State of Illinois organized under the Illinois Joint Municipal Electric Power Act, 65 ILCS 5/11-119.1-1 *et seq.* (“*Act*”) as a municipal power agency, and it provides electric power and energy and related services to its member municipalities (“*Participating Members*”); and

WHEREAS, IMEA was created as a means to achieve economy, adequacy and reliability in the supply of electric power and energy by planning, financing, owning, and operating facilities for the generation and transmission of electric power and energy and related facilities or other facilities necessary or convenient for the planning and operation of a system for the production and transmission of electric power and energy thus making it possible for its Participating Members to achieve economies and efficiencies not possible for municipalities acting alone; and

WHEREAS, the Village owns and operates a municipal electric utility and electric generation and distribution system which furnishes retail electric service to the public in its service area, and the Village is a member of IMEA; and

WHEREAS, the Village Council and the Board of Directors of IMEA have previously approved and entered into a long-term Power Sales Contract, as amended, pursuant to which IMEA provides and the Village purchases the full requirements of power and energy needed to meet the load obligation of the Village’s municipal electric utility and electric distribution system; and

WHEREAS, the existing Power Sales Contract, as amended, is set to expire on September 30, 2035; and

WHEREAS, under the Power Sales Contract, as amended, IMEA has full responsibility for planning and obtaining an adequate supply of power and energy for the Village and other Participating Members of IMEA; and

WHEREAS, the Village Council and the Board of Directors of IMEA have previously approved, and entered into a Capacity Purchase Agreement, as amended, pursuant to which the Village has dedicated the behind-the-meter generating resources owned and operated by the Village to IMEA's control and use; and

WHEREAS, the existing Capacity Purchase Agreement, as amended, is tied to and matches the term of the existing Power Sales Contract, as amended, through September 30, 2035; and

WHEREAS, in furtherance of its obligation under the Power Sales Contract, IMEA plans for and takes all necessary steps to ensure a resource portfolio to meet the long and short-term power and energy needs of the Village and Participating Members, including participation in and ownership of baseload generating resources, ownership of and Capacity Purchase Agreements with Participating Members that own behind-the-meter generating resources, entering into long and short-term bilateral contracts with power suppliers for the purchase of capacity and energy from new and existing thermal, renewable and non-carbon generating resources, and participation in and purchases of capacity and energy from markets maintained by the Regional Transmission Organizations that control the regions where the Participating Members are located; and

WHEREAS, the electric industry in Illinois is undergoing a transition away from traditional thermal resources in favor of renewable and non-carbon generating resources; the Illinois General Assembly has passed new laws encouraging the development of renewable and non-carbon generating resources and restricting emissions from thermal resources; and traditional thermal generating resources have been retired or will be retiring due to age and emissions restrictions; and

WHEREAS, in light of this changing environment, the resource portfolio to meet the needs of the Village and other Participating Members will likely be primarily through contracting for capacity and energy from new renewable and non-carbon generating resources; developers of new renewable and non-carbon generating resources require long-term commitments for the purchaser of the output from these projects in order to finance and build such resources; typical financing by developers is currently for 20 to 25 years; in the short-term if developers are willing to contract for the shorter period that IMEA has remaining on its existing Power Sales Contracts, the pricing will necessarily be higher to allow the developer to finance the project and be assured of collecting its development and operational costs over the shorter period; in the long-term, if IMEA waits to begin supplementing its resource portfolio, it is anticipated that the cost of construction of new projects will increase making even full 20 to 25 year power supply contracts more costly; and

WHEREAS, in order to plan for and ensure that resources are in place to continue to meet the long and short-term power and energy needs of its Participating Members, including the Village, and to continue providing reliable, affordable, and sustainable power now and in the future, IMEA needs to provide for the continued contractual relationships with the Participating Members beyond September 30, 2035; without a firm commitment from Participating Members beyond September 30, 2035, IMEA will not be able to continue to ensure that resources are in place at favorable prices; and

WHEREAS, IMEA must also provide for the continued availability of the existing and future behind-the-meter generating resources owned and operated by its Participating Members as part of its resource portfolio beyond September 30, 2035; and

WHEREAS, the IMEA Board has proposed a new Power Sales Contract (“**2035 Power Sales Contract**”) and a new Capacity Purchase Agreement (“**2035 Capacity Purchase Agreement**”), commencing immediately upon the expiration of the existing agreements, the form of which are attached hereto and incorporated herein as **Exhibit A** and **Exhibit B** (collectively, the “**Agreements**”); and

WHEREAS, upon approval of this Ordinance by the Village, the Village and IMEA agree to continue the power supply relationship between the Village and IMEA as set forth in the Agreements for the delivery period commencing on October 1, 2035; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village, to accept and approve the Agreements with IMEA for the delivery period commencing October 1, 2035;

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

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

SECTION 2: APPROVAL OF 2035 POWER SALES CONTRACT. The Village Council hereby accepts and approves the 2035 Power Sales Contract with IMEA for the delivery period commencing on October 1, 2035, which commencement date is immediately upon expiration of the existing Power Sales Contract with IMEA, as amended.

SECTION 3: APPROVAL OF 2035 CAPACITY PURCHASE AGREEMENT. The Village Council hereby accepts and approves the 2035 Capacity Purchase Agreement with IMEA for the delivery period commencing on October 1, 2035, which commencement date is immediately upon expiration of the existing Capacity Purchase Agreement with IMEA, as amended.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENTS. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the Agreements with IMEA, substantially in the forms attached to this Ordinance as Exhibit A and Exhibit B, and any other documents and agreements reasonably necessary or appropriate to implement and administer the Agreements.

SECTION 5: 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 to achieve, as near as may be possible, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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

PASSED this ____ of _____, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2025.

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 _____, 2025.

Introduced: June 3, 2025

Passed and Approved: _____, 2025

EXHIBIT A

2035 POWER SALES CONTRACT

**POWER SALES CONTRACT
BETWEEN
ILLINOIS MUNICIPAL ELECTRIC AGENCY
AND THE
VILLAGE OF WINNETKA, ILLINOIS**

This Contract entered into as of the ____ day of _____, 20____, by and between ILLINOIS MUNICIPAL ELECTRIC AGENCY ("IMEA" or the "Agency"), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the VILLAGE OF WINNETKA, ILLINOIS ("Member"), a municipal corporation created and existing under the laws of the State of Illinois; the Agency and Member may also be referred to individually as a "Party" and collectively as the "Parties;" by executing this Contract, Member continues as a Participating Member of the Agency, and all references to "Participating Members" herein or in other IMEA Power Sales Contracts shall include Member unless the context expressly or by necessary implication requires otherwise;

W I T N E S S E T H:

WHEREAS, the Illinois Joint Municipal Electric Power Act (the "Act") enables municipalities owning or operating electric utilities, which furnish retail electric service to the public to jointly plan, finance, own and operate electric generation and transmission facilities, as well as the acquisition of fuel for the generation of electric energy, through the creation and continued operation of the Agency; and

WHEREAS, pursuant to the Act, a group of such municipalities joined together to form the Agency to acquire and construct projects or participate in projects with investor-owned utilities, generation and transmission cooperatives and others which may be used or useful in the generation, production, distribution, transmission, purchase, sale, exchange or interchange of electric energy, and the Agency has operated in accordance with the Act since 1984; the Agency presently has 32 Members, each of which is currently a Participating Member; and

WHEREAS, under the Act Member is a municipality owning and/or operating an electric utility which furnishes retail electric service to the public and may enter into and carry out contracts and agreements for the purchase from the Agency of power supply and energy transmission services, power supply development services and other services; and

WHEREAS, in order to secure an adequate, reliable and economic long term supply of electrical power and energy for Member, the Agency and Member hereby enter into this Power Sales Contract under the terms of which the Agency will sell to Member and Member will purchase from the Agency all of Member's power and energy requirements to meet the full service obligation of its service area, including all capacity obligations imposed by the applicable Regional Transmission Organization ("RTO"), and all delivery-related services, including but not limited to transmission and distribution services from transmission and wholesale distribution service providers and ancillary service requirements of the applicable RTO and/or its underlying Transmission Owners.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Contract, the Agency and Member agree as follows:

Definitions

When used herein, the following capitalized terms shall have the meanings ascribed to them below unless the context expressly or by necessary implication requires otherwise:

“Board of Directors” shall mean the corporate authority of the Agency with powers as provided in the Act.

“Bonds” shall mean any revenue bonds, notes and other evidences of obligations of the Agency issued under the provisions of the Act to finance any cost, expense or liability relating to the Power Supply System or service under the Power Sales Contracts.

“Bond Ordinance” shall mean any one or more ordinances, resolutions, indentures or other similar instruments of the Agency providing for the issuance of Bonds.

“Cost Causer;” “Cost Causation” shall mean the Participating Member that causes the Agency to incur an extra-ordinary expense or investment. Under the Cost Causation principle such costs are to be borne by those customers, including but not limited to Member and/or other Participating Members or other entities to whom IMEA provides service, who make a request or decision or otherwise require or cause the action to be taken by IMEA or one of its underlying power suppliers or transmission and/or distribution service providers, thereby causing the Agency to incur the extra-ordinary expense. For purposes of this definition, “extra-ordinary expenses” are any investment, cost or other expenditure or liability incurred, assumed by or imposed on the Agency: (1) that primarily benefit one Participating Member or a group of Participating Members or other entities to whom IMEA provides service directly, rather than providing a general benefit to all or a majority of Participating Members or the Agency as a whole; and (2) that are not or have not historically been of the type ordinarily shared between Participating Members. Costs are recognized as being caused by a service if the costs are brought into existence as a direct result of providing the service or facilities, or the costs are avoided if the service or facilities are not provided. The Board of Directors will make all final decisions on whether a cost item is an extra-ordinary expense and whether a Participating Member or group of Participating Members is or are Cost Causers for purposes of implementation of this and all other Power Sales Contracts, as well as any contracts entered into by the Agency to provide service that are excluded from the definition of Power Sales Contracts.

“Delivery Point” shall mean a presently existing metered connection or connections of IMEA’s or another party’s transmission or distribution system with Member’s transmission or distribution system as set forth in Schedule A or a new or modified connection as Member may request and IMEA or another party is willing to provide in the future. Schedule A shall be updated from time to time by the Agency to reflect any new or modified Delivery Points.

“Member” shall be the city, village or town executing this Contract.

“Member-Directed Resource” shall mean a resource that meets the requirements of this definition and the option in Section 2(b-1) for Member to self-direct one or more resources with nameplate ratings or contracted shares based on nameplate ratings not to exceed the percentage of the Member’s rolling 5-year average annual peak demand set forth in such Section or as otherwise approved by the Board of Directors to be used to serve the Member’s load. Any such resource shall be developed and/or contracted for by the Participating Member only after the Board of Directors formally approves the details of the project. Any such resource shall be located within the State of Illinois unless the Board of Directors approves otherwise. For purposes of this definition the term resource is limited to devices that produce, generate or otherwise create energy or that store energy for beneficial use at a different time that are powered by wind, solar thermal energy, photovoltaic cells or panels, biodiesel, landfill gas produced in Illinois, crops and untreated and unadulterated organic waste biomass, advanced nuclear technology or small nuclear reactors that generate clean energy, and batteries and other forms of energy storage. The term resource may be expanded to include any other such devices powered by other means if they would qualify under a current or future Illinois statute that addresses generating resources that are designated as renewable, carbon-free, net-zero, clean or other similar designation for energy for use in one or more Illinois programs, even if IMEA and/or its Participating Members would not be subject to such statute or qualify for such program due to their status as municipalities, municipal corporations or units of local government; provided however clean coal powered facilities, as defined in the Illinois Power Agency Act shall not be allowed as Member Directed Resources unless specifically approved by the Board of Directors of IMEA. The term resource may also be expanded to include additional types of devices powered by other means if approved by the Board of Directors.

The existing hydro-electric power resources that were owned and operated by the Cities of Rock Falls and Peru at the time of execution of this Agreement are specifically not included in the term Member Directed Resource.

“MISO” means Midcontinent Independent System Operator, Inc., or its successor.

“Participating Members” shall mean Member and those other members that are or hereafter become parties to Power Sales Contracts, as defined below.

“Party” shall mean a party to this Contract and its successors and permitted assigns.

“PJM” means PJM Interconnection, LLC, or its successor.

“Point of Measurement” shall mean any point at which metering equipment is located for purposes of measuring power and energy deliveries to Member as set forth in Schedule A hereof. Schedule A shall be updated from time to time by the Agency to reflect any new or modified Points of Measurement.

“Power Sales Contracts” shall mean this Contract and other contracts providing for the sale of power and energy by IMEA to the other Participating Members as amended from time to time (excepting therefrom the contracts entered into by the Agency and Participating Members for

power supplies which are specifically superseded by the Power Sales Contracts and any other contracts which the Agency by action of its Board of Directors designates as being excepted from being within the definition of Power Sales Contract).

“Power Supply System” shall be broadly construed to mean, encompass and include all Projects and all electric production, transmission, distribution, conservation, load management, general plant and related facilities, equipment or property, and any mine, well, pipeline, plant, structure or other facility for the development, production, manufacture, storage, transportation, fabrication or processing of fossil, nuclear or other fuel of any kind or any facility or rights with respect to the supply of water, in each case for use, in whole or in major part, in any of the Agency’s generating plants, now existing and hereafter acquired by lease, contract, purchase or otherwise or constructed by the Agency, including any interest or participation of the Agency in any such facilities or any rights to the output or capacity thereof, together with all additions, betterments, extensions and improvements to said Power Supply System or any part thereof hereafter made and together with all lands, easements and rights-of-way of the Agency and all other works, property or structures of the Agency and contract rights and other tangible and intangible assets of the Agency used or useful in connection with or related to said Power Supply System, including without limitation a contract right or other contractual arrangement for the long term or short term interconnection, interchange, exchange, pooling, wheeling, transmission, purchase or sale of electric power and energy and other similar arrangements with entities having generation and transmission capabilities and located within or without the State of Illinois. Power Supply System shall not include (1) any properties or interest in properties of Member, except with respect to any contract rights the Agency may have in such properties pursuant to any contract between Member and the Agency other than this Contract, and (2) any properties or interest in properties of the Agency which the Board of Directors determines shall not constitute a part of the Power Supply System for the purposes of the Power Sales Contracts with the Participating Members.

“Project” means (i) any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, used or useful in the generation, production, distribution, transmission, purchase, sale, exchange or interchange of electrical energy and in the acquisition, extraction, conversion, transportation, storage or reprocessing of fuel of any kind for any such purposes, or (ii) any owned or contracted interest in, or right to the use, services, output or capacity, of any such plant, works, system or facilities.

“Prudent Utility Practice” shall mean, any of the practices, methods and acts which, in the exercise of reasonable judgment and in light of the facts (including, but not limited to, any practices, methods and acts engaged in or approved by a significant portion of electrical utility industry prior thereto) known at the time the decision was made, could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Contract, equitable considerations shall be given to the circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that the Agency and Member are both political subdivisions and municipal corporations of the State of Illinois with prescribed statutory powers, duties and responsibilities. Prudent Utility Practice is not intended to be limited to the optimum practice, method or acts to the exclusion of all others, but rather to a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at reasonable

cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturer's warranties and the requirements of governmental agencies which have jurisdiction.

"Rate Schedule" shall mean the rate schedule or schedules setting forth the rates and charges for payments by Participating Members, including Member, for services rendered by the Agency pursuant to the Power Sales Contracts. The existing Rate Schedules are Schedule B and Schedules B-2, B-4, B-6 and B-7. The Rate Schedules may be revised from time to time by the Agency and/or new schedules may be adopted by the Agency, all in accordance with and in the manner provided for in Section 3 of this Contract, including, without limitation, any amendment, change, deletion or addition to any of the rates and charges, billing components, terms or conditions, or any adjustment set forth therein, including, but not limited to, amending the billing demand provision to impose a minimum demand whether or not based on prior demand measurements, which schedules may be applicable to any one or more Participating Members.

"Revenue Requirements" shall mean all costs and expenses paid or incurred or to be paid or incurred by the Agency resulting from the ownership, operation, maintenance, termination, retirement from service and decommissioning of, and repairs, renewals, replacements, additions, improvements, betterments and modifications to, the Power Supply System or otherwise relating to the acquisition and sale of power and energy, transmission, load management, conservation or related services hereunder and performance by the Agency of its obligations under the Power Sales Contracts for Participating Members, including, without limitation, the following items of cost:

- (1) payments of principal of and premium, if any, and interest on all Bonds issued by the Agency and payments which the Agency is required to make into any debt service reserve fund or account under the terms of any Bond Ordinance or other contract with holders of Bonds; provided, however, that Revenue Requirements shall not include any principal of or premium, if any, or interest on Bonds due solely by virtue of the acceleration of the maturity of such Bonds;
- (2) amounts required under any Bond Ordinance to be paid or deposited into any fund or account established by such Bond Ordinance (other than funds and accounts referred to in clause (1) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (1) above including any rate stabilization fund or account;
- (3) amounts which the Agency may be required to pay for the prevention or correction of any loss or damage to the Power Supply System or for renewals, replacements, repairs, additions, improvements, betterments, and modifications which are necessary to keep any facility of the Power Supply System, whether owned by the Agency or available to the Agency under any contract, in good operating condition or to prevent a loss of revenues therefrom;
- (4) costs of operating and maintaining the Power Supply System and of producing and delivering power and energy therefrom (including, without limitation, fuel costs,

administrative and general expenses and working capital, for fuel or otherwise, regulatory costs (including but not limited to wholesale rate case intervention costs), insurance premiums, and taxes or payments in lieu thereof) not included in the costs specified in the other items of this definition, costs of power supply and demand-side planning and implementation associated with meeting the Agency's power supply obligations and costs of load management and conservation;

- (5) the cost of any electric power and energy purchased for resale by the Agency to the Participating Members and the costs of transmission, scheduling, dispatching and controlling services for delivery of electric power and energy under the Power Sales Contracts for Participating Members;
- (6) all costs incurred or associated with the salvage, discontinuance, decommissioning and disposition or sale of properties;
- (7) all costs, settlements and expenses relating to injury and damage claims asserted against the Agency;
- (8) any additional cost or expense not specified in the other items of this definition imposed or permitted by any regulatory agency or which is paid or incurred by the Agency relating to the Power Supply System or relating to the provision of services to Participating Members (including any amounts to be paid into any reserve account established by the Agency under the terms of any Bond Ordinance for the payment of Revenue Requirements in the future and any provision for depreciation) which is not otherwise included in any of the costs specified herein;
- (9) amounts required to be paid by the Agency including:
 - (i) any reserves the Agency shall determine to be necessary for the payment of those items of costs and expenses referred to in this definition to the extent not already included in any other clause of this definition; and
 - (ii) additional amounts which must be realized by the Agency in order to meet the requirement of any rate covenant with respect to coverage of principal and interest on Bonds contained in any Bond Ordinance or contract with holders of Bonds or which the Agency deems advisable in the marketing of its Bonds or under any contract to which it is a party.

"Regional Transmission Organization" or "RTO" shall mean the entity designated by the Federal Energy Regulatory Commission ("FERC") to direct operation of the regional electric transmission grid in its area, including the dispatching of generating resources, and that controls the wholesale electric markets for its area. The RTOs that currently control the areas where IMEA's Participating Members are located and where the generating resources owned by or under contract to IMEA are located or into which they are pseudo-tied are Midcontinent Independent System Operator, Inc., or its successor ("MISO"), and PJM Interconnection, LLC, or its successor ("PJM"). At the execution of this Agreement, for those Participating Members that are served by

Commonwealth Edison Company for transmission service, the currently applicable RTO is PJM. For those Participating Members that are served by Ameren Illinois Company, City of Springfield CWLP, Southern Illinois Power Cooperative, or Hoosier Energy Rural Electric Cooperative, Inc., the currently applicable RTO is MISO. Throughout the duration of this Agreement the applicable RTO is subject to change for reasons that are outside the control of the Agency and the Participating Members.

Section 1. Term

(a) Initial Term and Termination

This Contract shall take effect on the latter of the date of execution by the last party to sign hereon or the date specified by the Board of Directors in making the determination in Section 1(b) below. This Contract shall remain in effect for an initial delivery term commencing on October 1, 2035 (at the end of the then-current Power Sales Contract between Member and IMEA) and extending through and including May 31, 2055. The delivery term shall continue thereafter and run from year to year until terminated by five (5) years prior written notice.

(b) Conditions for Effectiveness of Contract

Notwithstanding any other provision herein, the Contract shall not become effective unless by April 30, 2025, or such later date as approved by the Board of Directors, (i) four (4) or more Participating Members with the combined Agency estimated coincident firm purchased power annual peak demand in 2022 of 50 MW or more have entered into new, renewed or extended Power Sales Contracts, or (ii) the Board of Directors has determined the mix of Members signing new, renewed or extended Power Sales Contracts results in sufficient benefits or cost reductions to the Participating Members in which event the Power Sales Contracts shall become effective. The Agency shall provide the Participating Members with written notice within sixty days of any final decision by the Agency that the Contract is to become effective. In the event this Contract does not become effective, any contracts between the Agency and the Participating Members, which are otherwise superseded by this Power Sales Contract, including any such contract with Member, shall not terminate but shall continue in full force and effect throughout its term.

(c) Commencement of Service and Cancellation of Existing Contract

Service to Member under this Contract shall commence on October 1, 2035.

All other power supply or transmission contracts between Member and any entity other than the Agency shall be terminated or assigned by Member to the Agency no later than the date upon which the Agency commences service to Member as provided in this subparagraph or such other action is taken as mutually agreeable by the Agency and Member.

If Member is taking power or transmission service from a supplier other than IMEA on such commencement date, the providing of power by IMEA shall commence only if that Member's obligations from such supplier have ceased pursuant to an assignment or termination of an existing contract.

Section 2. Purchase, Sale and Delivery of Electricity

(a) Sale and Purchase

The Agency agrees to provide and sell and Member agrees to take and pay for all of the electric power and energy required to meet the full service obligation of Member's service area during the term of this Contract and utilized in the operation of its municipal electric system, including all capacity obligations imposed by the applicable RTO, and all delivery-related services, including but not limited to transmission and wholesale distribution services from transmission and/or wholesale distribution service providers and ancillary service requirements of the applicable RTO and/or its underlying Transmission Owners. Batteries or other energy storage devices are a substitute for generation and are deemed to be power supply for purposes of the obligation to purchase Member's full requirements of electric power and energy under this subsection (a) and the restrictions on obtaining electric power and energy from other sources under subsection (b) of this Contract. Batteries or other energy storage devices may be used in an election for a Member Directed Resource in Section 2(b-1) below.

Under the previous Power Sales Contract, certain Participating Members, namely Peru and Rock Falls, each exercised an option to install, own and operate a hydro-electric power plant and to self-supply a portion of its load therefrom. That option is no longer available. Such Participating Members may continue to self-supply such portion of their respective loads subject to such reasonable terms and conditions and such rates and charges as the Board of Directors shall approve so long as the Participating Member owns and operates the existing hydro-electric plant. Such Participating Members shall bear all costs of ownership and operation of their hydro-electric plant and shall pay all such rates and charges established by the Board of Directors.

(b) Restrictions on Other Sources

Except as provided in the subsections of this Section 2 or in any policy, program or directive of the Agency approved and authorized by affirmative vote of the Board of Directors, Member shall not obtain electric power and energy required to meet the full service obligation of Member's service area and/or for the operation of its electric utility system from any other source; provided, however, if Member is required by law to purchase power and/or energy from a small power production facility, a cogeneration facility or other facility, Member shall immediately inform the Agency of such requirement whereupon Member and the Agency shall use their

best efforts to arrange for such purchases to be made by the Agency. If such arrangements cannot be made, then Member shall make the required purchase and sell the power and energy to the Agency at the same price and on the same terms and conditions under which it was purchased by Member, unless Member agreed to pay more than required by the law that required the purchase of power and/or energy from such facility, in which case the Agency shall pay Member an amount reasonably calculated to match what the required amount should have been. Member hereby appoints the Agency to act as its agent in all dealings with the owner or operator of any such facility from which power or energy is to be purchased by the Agency directly or indirectly and in connection with all other matters relating to any such purchase and agrees unless ordered to do so by a court of competent jurisdiction not to make any such purchase at prices or on terms and conditions not approved by the Board of Directors.

If Member has an existing partial waiver from FERC of the PURPA requirement to purchase excess power and energy from Qualifying Facilities where that obligation has been undertaken by the Agency as of the effective date of this Contract, such waiver shall be maintained for the term and any extended term of this Contract. Member shall not take any steps or cooperate with steps taken by any others to withdraw or terminate such waiver. If Member does not have an existing partial waiver from FERC of the PURPA requirements and assignment thereof to the Agency as of the effective date of this Contract, Member shall cooperate with the Agency in seeking such waiver, and if granted such waiver shall be maintained for the initial term and any extended term of this Contract. Member shall not take any steps or cooperate with steps taken by any others to withdraw or terminate such waiver.

(b-1) Member-Directed Resources Option

Member and the other Participating Members shall each have the option, but not the obligation, to elect to self-direct a portion of the power supply to serve their load from qualifying generating resources or energy storage devices. The maximum amount of such election shall be ten percent (10%) of Member's rolling 5-year average annual peak demand based on the nameplate capability of, or the contracted share of the nameplate of the resource. The Board of Directors may approve a greater percentage or amount in the future. Resources put in place by Member under one or more offerings, policies or programs of IMEA, other than this Member-Directed Resource Option, and IMEA-sponsored projects located within Member's service area will not count against the above percentage. The resource shall be located in the same delivery zone of the RTO region or Balancing Authority area as the Member or Participating Member making the election, or if approved by the Board of Directors may be located in the same zone of the RTO region or Balancing Authority area as other Participating Members, subject to such reasonable cost allocation as the Board of Directors shall require.

Under this option, Member and other Participating Members shall have the opportunity to contract for, develop, own and operate qualifying resources that would be directly connected to the Participating Member's distribution system, or alternatively to contract with a developer/provider for a portion of a large qualifying resource connected elsewhere on the regional transmission system. All power and energy to serve the total requirements load needs of such Participating Members would continue to be exclusively provided by IMEA, however, subject to the Participating Member's ability to negotiate and enter into ownership or long-term contractual commitment with one or more projects on its distribution system, or power purchase agreements with an eligible energy provider, and subject to reasonable approval by the Board of Directors, Participating Members will be able to commit to a project or a power purchase agreement and thereby self-direct the type of qualifying resource used to serve a portion of its load. The remainder of the full requirements of Participating Members electing this option shall be met under the Rate Schedules that recover the portion of the Revenue Requirement associated with the Agency's socialized resource portfolio. Such resources must be dedicated to IMEA under an agreement similar in concept to the Capacity Purchase Agreements pursuant to which Participating Members have historically dedicated their behind the meter generation to IMEA.

Member shall not use a Member Directed Resource to peak shave. Member shall still be required to purchase its full requirements from IMEA. The Member Directed Resource shall become part of the IMEA resource portfolio for serving Member. Member shall pay all costs associated with the Member Directed Resource and shall be credited or paid back for the actual RTO clearing price for capacity and day-ahead price for energy and any actual ancillary services revenues received by IMEA for the attributes used by IMEA from the Member Directed Resource to serve the participating Member. Member shall own any renewable energy or similar credits, but if they decide to sell them, rather than retire them, the Agency shall have a right of first refusal to purchase them. The Board of Directors would determine the equitable allocation of non-power supply Agency costs among Participating Members electing the option and making binding commitments to self-directed resources and those that elect to be served only from the socialized resource portfolio in the Rate Schedules to be developed and approved.

(c) Shortages

In the event that the Agency is not able to supply all of the power and energy requirements of its Participating Members because of an event of Force Majeure as defined in Section 2(d) or because of an outage of all or any part of Agency's Power Supply System or because of an event beyond Agency's control, and after such reasonable notice as the Agency may be able to give, the Agency shall allocate the power and energy available to it during any billing period among the Participating Members on a pro rata basis in accordance with the Participating Members' respective power and energy requirements supplied by the Agency during the corresponding billing period of the preceding calendar year. Where a Participating

Member did not purchase power and energy from the Agency during the corresponding billing period of the preceding calendar year, that Participating Member's purchases during such billing period from its supplier replaced by the Agency shall be used.

Although the Agency agrees to use its best efforts to avoid a shortage in supply, during any period when the Agency is unable to supply all of the Participating Member's electric power and energy requirements, Member shall be permitted to acquire from other sources the amount of electric power and energy which is not supplied by the Agency; provided, however, that at such time as the Agency is again able to supply all of Member's electric power and energy requirements, Member shall be required to take and pay for such electric power and energy in accordance with the provisions of this Contract. Before entering into any arrangement to acquire power and energy from any source other than the Agency for any period in excess of 48 hours, Member will notify and consult with Agency as to the terms and length of such purchases and obtain Agency's consent before contracting for such supply, which consent shall not be unreasonably withheld.

(d) Continuity of Service

The Agency shall employ its best efforts, in accordance with Prudent Utility Practice, to provide a constant, adequate and uninterrupted supply of power and energy to Member (except where Member is purchasing interruptible or curtailable power or non-firm energy from the Agency under a separate interruptible, curtailable or non-firm rate schedule adopted by the Board of Directors) and shall seek to restore service promptly and diligently on any interruption, but the Agency does not guarantee that service hereunder will be uninterrupted or at all times constant.

If the supply of electric power and energy to Member hereunder shall fail, be interrupted, be reduced, or become defective through an event of Force Majeure, which shall include but not be limited to an act of God, nature, common enemy, failure of any power and energy or transmission service supplier of the Agency or any public authority, or because of accident, riot, insurrection, war, explosion, labor dispute, fire, flood or prudent actions taken to prevent or limit the extent or duration of disturbances of service on Agency's system, or if one or more of its suppliers, or that of systems through which electric service is rendered to the Agency or Member is interrupted, or for any other cause beyond the reasonable control of the Agency, the Agency shall not be liable for damages caused thereby and such events shall not constitute a breach of the Agency's obligations under this Contract. No cause or contingency, however, including any failure of the Agency to supply electric power and energy to Member for any period because of any of the aforesaid conditions, shall relieve Member of its obligation to make all payments to the Agency required by this Contract, when due, for power and energy supplied by the Agency during any period.

The Agency or its underlying transmission and/or wholesale distribution service provider may interrupt service hereunder as necessary for repairs to, or changes of, equipment or facilities needed to provide service hereunder, or for installation of new equipment or facilities, but only for such reasonable times as may be unavoidable, and to the extent possible, with reasonable advance notice to, and in coordination with, Member.

Section 3. Rates and Charges

Member shall pay the Agency for all power and energy and other services furnished under this Contract from the date that service commences as provided in Section 1(c) at the rates and on the terms and conditions set forth in the Rate Schedule(s), as the Rate Schedule(s) may be changed and supplemented by the Board of Directors from time to time.

The Board of Directors shall establish and maintain its rates and charges under its Power Sales Contracts with its Participating Members to provide revenues which are sufficient, but only sufficient, together with other available revenues of the Agency, to cover the estimated Revenue Requirements of the Agency. In determining rates and charges necessary to produce sufficient revenues, the Agency shall take into account any anticipated (or actual) delinquency or default in payments by Participating Members. The Agency's rates and charges for power supply for the portion of a Participating Member's full requirements not met through the self-directed resource option discussed below and for all other bundled aspect of electric service to the Participating Members shall be set generally on a uniform postage stamp basis so as to recover all production and transmission costs in providing service to all Participating Members; provided, however, that the rates and charges may vary between Participating Members to reflect contracts with Participating Members having varying lengths of terms and/or contracts executed at different times, differences in delivery voltage level, delivery facilities costs, different load factors, and variances in service provided to Participating Members which enter into Capacity Purchase Agreements and Participating Members which do not (including a phase-in of postage stamp rates to reflect load factors of certain Participating Members) and may contain ratchets, premiums, load factor requirements and other provisions which affect all Participating Members or only Participating Members which obtain a portion of their requirements from any other source. Rates and charges may also vary between Participating Members based on the Cost Causation principle if the Board of Directors determines that Member or another Participating Member is a Cost Causer of an extra-ordinary expense or investment as defined herein above.

Notwithstanding the foregoing, the Board of Directors shall establish and maintain and may revise, amend or change from time to time in the future backup service rates for Participating Members with a hydroelectric plant and/or may charge such Participating Member for all actual costs incurred by IMEA attributable to the operation of said hydro-electric power plant, or the failure thereof, and/or costs incurred by IMEA due to the accreditation of said plant. In addition, the Board of Directors may establish separate Rate Schedules or may approve separate rate provisions in an Addendum to the Power Sales Contract for Participating Members that elect to have a portion of their full requirements met (as authorized herein) on a contracts-basis, rather than the standard socialized basis, or the Agency and one or more Participating Members, including Member, may execute Addendums to their Power Sales Contracts, so-as-to directly commit to a

portion of the output from individual eligible resource power purchase agreements or ownership arrangements. Rates and charges for the portion of the Participating Member's requirements being met under such Rate Schedules or Addendum will vary from Participating Members served exclusively or in different proportions from the socialized resource portfolio. The remainder of the Participating Member's full requirements shall be met under the Rate Schedules that recover the portion of the Revenue Requirement associated with the socialized resource portfolio.

The methodology for establishing rates and charges used by the Agency may be modified by the Agency from time to time.

The Agency shall place into effect initial rates and charges applicable on commencement of service by the Agency to the Participating Members under this new Power Sales Contract and thereafter at such intervals as it shall determine appropriate, but in any event not less frequently than once in each calendar year, the Agency shall review and, if necessary, revise its rates and charges under the Power Sales Contracts, to ensure that the rates and charges thereunder cover the Agency's estimated Revenue Requirements.

The Agency's rates and charges hereunder may include one or more automatic adjustment clauses which may be modified or changed periodically to ensure that the Agency is protected against changing cost of fuel, purchased power, taxes, and other costs of service. The automatic adjustment clauses may use estimated costs, with a later true-up to actual costs. The Agency may place an automatic adjustment clause in effect to recover costs from the date they were incurred upon thirty (30) days' notice to Member and shall provide Member supporting information which need not be the same detailed analysis as for base rate changes.

In connection with any revision of the Rate Schedule, except as to automatic adjustment clause rate changes, the Agency shall cause a notice in writing to be given to all Participating Members which shall set out any proposed revision of the Rate Schedule with the effective date thereof, which shall be not less than sixty (60) days after the date of the mailing of the notice, and which shall be accompanied by an analysis of the estimated Revenue Requirements for which the Rate Schedule is proposed to be revised and the derivation of the proposed rate. Member agrees to pay for electric power and energy made available by the Agency to it hereunder after the effective date of any revisions in the Rate Schedule in accordance with the Rate Schedule as so revised.

Section 4. Payment Obligation

(a) Nature of Obligation to Pay.

The obligation of Member to pay all rates and charges established by the Agency under Section 3 of this Contract for the delivery of power and energy and for other services provided by the Agency shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be otherwise conditioned upon the performance by the Agency of its obligations under the Power Sales Contracts for Participating Members or any other instrument or agreement. It is expressly understood that Member shall be obligated to pay all rates and

charges imposed for power and energy supplied hereunder regardless of whether any one or more projects or other facilities of the Agency constructed, purchased or undertaken to provide service hereunder are operating or operable at any time; provided, however, that except as provided by this subsection (a) nothing herein shall be construed to prevent or restrict Member from asserting any rights which it may have against the Agency under this Contract or under any provision of law, including the institution of legal proceedings for specific performance or recovery of damages.

(b) Limitation on Obligation to Pay.

All payments made by Member for services hereunder shall be made as operating expenses from the revenues of Member's electric utility system, or any integrated utility system of Member of which, Member's electric utility system may be a part, and from other funds of such system legally available therefor and shall be in addition to, and not in substitution for, any other payments, whether on account of dues or otherwise, owed by Member to the Agency. Member shall not be required to make payments under this Contract except from the revenues of Member's electric system, or other integrated public utility system of which the electric system is a part, and from other funds of such system legally available therefor. In no event shall the Agency, or any other person or entity, including any person or entity to which revenues under this Contract have been assigned or pledged, be entitled to look to, or seek to recover from, any other revenues, monies or property of Member for payment of any amounts due hereunder. The obligation of Member to make payments for services hereunder shall not constitute a general obligation of Member and shall not constitute indebtedness of Member for the purpose of any statutory limitation and Member shall not be required to make such payments from any source other than the revenues and funds referred to in the first two sentences of this paragraph. In no event shall Member be required to make payments under this Contract from tax revenues or to impose any new tax or adjust any existing tax for such purpose.

Member's electric utility system shall be deemed to be a part of an integrated utility system for purposes of this Contract if the revenues of the electric utility system (i) are commingled with the revenues of one or more utility systems owned by Member, or (ii) are utilized to pay operating expenses of Member's electric utility system and one or more other utility systems owned by Member, or (iii) are pledged to secure any bonds or other evidences of indebtedness issued to finance one or more utility systems owned by Member. For purposes of this paragraph, the term "commingled" shall not be deemed to include the keeping of funds in one bank account so long as such funds are separately accounted for on the books and records of Member. An integrated utility system shall not be deemed to exist hereunder merely (i) because Member's electric utility and another utility of Member are managed by the same commission or other public body, have common employees or facilities, the costs of which are shared, or undertake joint projects or (ii) where

surplus funds from one utility which are legally available for transfer to the general fund of Member are transferred or loaned to the other utility.

Section 5. Billing

(a) Billing Procedure

The calendar month shall be the standard period for all billing and settlements under this Contract. The Agency may, from time to time, adopt another standard period for billing and settlements. It is understood that, as soon as practicable after the end of each billing period, IMEA shall prepare and transmit a detailed statement to Member which shows amounts due from Member.

Billing period statements for charges under this Contract shall be rendered by IMEA in the month following the billing period in which the charges were incurred. Each payment shall be due, and payment of each bill shall be made to IMEA by electronic transfer or such other means as shall cause payment to be available for the use of IMEA on the first banking day following the tenth (10th) day after the date of invoice. Interest on unpaid amounts shall accrue daily at the then current published prime interest rate per annum as published in the Wall Street Journal or its successor to the extent permitted by law from the due date of such unpaid amount and until the date paid.

(b) Billing Disputes

In the event that Member takes exception to a bill rendered by the Agency, Member shall pay the disputed amount and promptly inform the Agency in writing of the basis for the dispute. Member will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of the Agency in the manner herein specified within thirty (30) days of when Member first learns of the basis for the dispute.

Within thirty (30) days of receipt of the notice of the dispute, including a written explanation by Member of the nature of the dispute, the Agency shall respond to Member's protest in writing. In the event it is determined that all or part of the disputed payment was not properly payable, then the Agency shall refund such amount together with interest thereon from the date the amount was paid until the refund is made at an annual rate equal to that established pursuant to subsection (a) above.

In addition, any billing adjustment sought by Member which is related to the Agency obtaining a similar billing adjustment from any transmission or power or energy supplier to the Agency shall be dependent upon the Agency obtaining a corresponding adjustment from its supplier. The Agency shall pursue any such corresponding adjustment with due diligence, provided that the Agency considers such adjustment to be appropriate.

(c) Service Discontinuance and Contract Termination for Failure to Pay.

Whenever any amount due remains unpaid after the due date, the Agency may take all steps available to it under applicable law to collect such amount and, subject to any applicable regulatory requirements and any applicable requirements of the applicable Regional Transmission Organization, after giving thirty (30) days advance notice in writing of its intention to do so, suspend and discontinue service hereunder if the amount remains unpaid at the end of said 30-day period. Whenever any amount due remains unpaid for one hundred twenty (120) or more days after the due date and after giving thirty (30) days advance notice in writing of its intention to do so, the Agency may terminate this Contract. No such discontinuance or termination shall relieve Member from liability for payment for electric power and energy furnished hereunder or made available to Member where Member has an obligation to take such power and energy and has not, or for damages suffered by the Agency, or any other Participating Members, as a consequence of default by Member. The Agency may, either at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel the performance of the covenants, agreements, and obligations of Member under this Contract to be performed by Member or any officer or official thereof, including but not limited to an action for specific performance, injunction and/or for damages for the remaining term of this Contract.

(d) Partial Month Bill

In the event that the initial or final month's service under this Contract is for less than a full month's service, Member shall be billed for such partial month. The bill for such fractional part of a billing period shall be proportionately adjusted by IMEA in the ratio that the number of hours that electric service is furnished to Member (in such fractional billing period) bears to the total number of hours in the billing period involved. Except as provided in this subsection with respect to fractional billing periods at the beginning and end of service, there shall be no proration of demand charges under the Rate Schedule for any billing period during any part of which power is made available to Member.

Section 6. Delivery Conditions and Metering

(a) Electric Characteristics

The electric service furnished under this Contract shall be 60 Hertz, three phase alternating current and shall be delivered to the Delivery Points and metered by the Agency, or its designee, at such location or locations and such voltages as are shown on Schedule A. The Delivery Points, the Points of Measurement, the Delivery Voltage, and Special Conditions of Service shall be as set forth in Schedule A which may be amended by the Agency from time to time to include such other Delivery Points and Points of Measurements and other provisions as

may be established by the Agency. In the event the Agency and Member agree on the need for an additional Delivery Point, the Agency will exercise Prudent Utility Practice to obtain it. When electricity is measured at more than one (1) Point of Measurement, the maximum total coincident demand of Member's system shall be determined by combining the recorded demand at each Point of Measurement during the same 60-minute interval. Member shall maintain its system power factor in accordance with the requirements of the underlying transmission and/or distribution service provider and with Schedule A as it may be amended from time to time by the Agency.

Member shall install, own and maintain or cause to be installed and maintained at Delivery Point(s) established pursuant to this Contract or elsewhere at a location mutually agreeable to the Parties hereto such facilities as may be necessary to protect the system of the delivering entity, including such transformation, control, switching and protective equipment as meets Prudent Utility Practice and the requirements of the underlying transmission and/or wholesale distribution service provider(s).

Member shall provide or cause to be provided and maintained suitable protective devices on its system to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of electrical power and energy. IMEA shall not be liable for any loss, (including Member electric system revenues), opportunity costs, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by use of such protective device.

(b) Responsibility for Facilities

The Agency's undertaking shall be complete upon the delivery of electric power and energy to the Delivery Points. Beyond the Delivery Points, except as the Parties may agree in writing otherwise, Member shall furnish and maintain all devices, equipment and appliances, including but not limited to, control, protection, regulation and load shedding equipment, required to utilize safely and efficiently the power and energy delivered by the Agency.

If load growth or other power supply requirements or construction of facilities necessitate modifying, upgrading or relocating the existing Delivery Points on the effective date or the then-existing Delivery Point(s) or adding new Delivery Point(s), unless otherwise agreed between the Agency and Member, Member shall be responsible for construction of, and all of the costs of, the new, modified, upgraded or relocated Delivery Point(s), except that the Agency shall pay the reasonable costs actually incurred for the necessary metering equipment. The location of any new or relocated Delivery Point shall be subject to approval by the Agency, which approval shall not be unreasonably withheld. Upon request by Member, the Agency may (but shall not be obligated to) provide initial funding for the construction of new Delivery Points, subject to the requirement that Member

reimburse the Agency therefor in the manner and timeframe determined by the Agency. In such event the cost thereof, with interest and Agency project management costs attributable to said Member requested service, shall be reimbursed by Member through lump-sum payment(s) or recovered from Member through the Agency's charges, all within a reasonable timeframe and as determined by the Agency.

Member shall provide, free of charge, suitable and sufficient space on its premises, including but not limited to all structures, enclosures and access facilities, for all electric facilities reasonably necessary for the Agency to deliver and measure power and energy to Member hereunder and shall grant to the Agency, or the Agency's designee, a right-of-way over Member's premises and property for the construction and maintenance of all such facilities as shall be placed thereon which are reasonably necessary for the provision of service to Member.

The design and operating characteristics of Member's electrical equipment at the Delivery Points shall be coordinated with the Agency and shall be subject to the Agency's approval, which approval shall not be unreasonably withheld.

(c) Metering

All electric power and energy delivered under this Contract shall be measured as to real and reactive demand and energy by suitable metering equipment, including any needed area interchange, totalizing or remote metering equipment, located, furnished, installed, maintained and tested by the Agency or its designated power or transmission supplier. All energy will be measured at the service voltage at the Delivery Point by IMEA or the delivering party. In cases where IMEA or the delivering party elects to measure at a secondary voltage, IMEA or delivering party may at its option adjust the reading to a primary basis by the use of compensating meters.

It is understood that in some instances the metering equipment may not be located at the Delivery Points. All meters shall be kept under seal, such seals to be broken only when the meters are to be tested and maintained.

Member shall provide at no cost to IMEA or delivering party suitable space, if necessary, for the installation of meters and metering equipment at the Delivery Points or Points of Measurement.

The Agency's meters or the meters of the underlying transmission or wholesale distribution service provider shall measure and record the electrical power and energy furnished hereunder at such Point of Measurement. Such metering equipment shall provide a continuous record of the 60-minute integrated total demand to Member at such Point of Measurement during each billing period throughout the term of the Contract. Such records shall be available at all

reasonable times to authorized agents of Member. Meter readings will be adjusted for losses where appropriate.

(d) Meter Testing

The Agency or the underlying transmission and/or wholesale distribution service provider shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards at intervals not to exceed the periodic test schedule approved by the Illinois Commerce Commission for entities subject to its authority for similar meters. The Agency shall make or cause to be made special meter tests at any time at Member's request. The cost of all tests shall be borne by the Agency, except that if any special meter test made at Member's request shall disclose that the meters are recording accurately, Member shall reimburse the Agency for the cost of such tests. Meters registering not more than 2% above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such test for the period, not exceeding ninety (90) days, that such inaccuracy is estimated to have existed. Should any meter fail to register, the electric power and energy delivered during such period of failure shall for billing purposes be estimated by the Agency and Member from the best information available. The Agency shall notify Member or cause Member to be notified in advance of the time of any meter test so that Member's representative may be present at such meter test.

Testing procedures may be changed by the Agency from time to time to reflect current electric industry practice and such change shall be incorporated by the Agency within Schedule B. Member shall be entitled to install its own backup parallel metering.

(e) Limited Agency Relationship

Member hereby designates IMEA to be the agent for Member for the limited purpose of: (i) planning for and meeting requirements and obligations imposed on Member by the applicable RTO in connection with its status as a load serving entity or other market participant activities in the wholesale electricity markets of the applicable RTO; (ii) purchase of transmission services and wholesale distribution services in connection with the delivery of power and energy to serve Member's load, including any connection, interconnection, construction or related agreement with or tariff of the owner and/or operator of the transmission and/or distribution system to which Member's system is directly or indirectly connected; (iii) negotiating, executing and implementing any agreements with the owners of the transmission and distribution systems to which Member's distribution system is physically connected and the applicable RTO regarding transmission and distribution service necessary to deliver the power and energy to be supplied hereunder to Member and agreements regarding the connection of the respective systems and upgrades or new connections thereof; and (iv) managing any power

purchase agreement or ownership arrangement entered into by Member in connection with an election under the Member-Directed Resources option. IMEA agrees to act on Member's behalf as such agent.

Section 7. Additional Covenants of the Agency.

The Agency covenants and agrees as follows:

(a) Performance

The Agency shall perform all of its obligations under this Contract promptly with due diligence in accordance with Prudent Utility Practice. The Agency shall employ its best efforts to provide adequate, reliable and reasonable cost electric service to Member under this Contract. To this end the Agency shall plan to have such power and energy and such transmission resources available by contract or otherwise as are necessary and desirable to meet the requirements of all Participating Members, including reasonably anticipated growth as projected by the Agency.

The Agency will perform or cause to be performed services, including but not limited to, (i) coordinating and monitoring the investigating, studying, planning, engineering, designing, financing, installing, constructing, acquiring, operating, maintaining, retiring, decommissioning or disposing of any part of its Power Supply System; (ii) issuing and selling Bonds; (iii) planning, undertaking, coordinating and monitoring the economic dispatching and scheduling of power and energy to the Participating Members but only to the extent that the Agency possesses at the time its own load control capability; and (iv) providing such other services as the Agency from time to time shall determine to be appropriate or necessary to provide to Member and enable Member to utilize an adequate, reliable and economic supply of power and energy.

The duration and term of all contracts entered into by the Agency for the acquisition of facilities or for the acquisition of power and energy shall be determined by the Agency in light of its analysis of the power markets and determination of an appropriate mix of short, intermediate and long-term resources.

(b) Enforcement of Obligations

The Agency shall promptly collect all amounts due and enforce all provisions of the Power Sales Contracts and shall at all times maintain and promptly and vigorously enforce its rights against any Participating Member which does not pay sums when due or perform the contract obligations pursuant to the provisions of Section 5 of such Participating Member's Power Sales Contract. Likewise, IMEA will collect all amounts due and vigorously enforce its rights under and all provisions of any other contracts with any other purchasers.

(c) Records and Accounts

The Agency shall keep accurate records and accounts of its operations in connection with this Contract in accordance with generally accepted accounting practices. The Agency's books and records shall be audited independently once a year. Member shall have the right at any reasonable time to examine and audit such records at Member's expense.

(d) Prudent Utility Practice

The Agency shall, in accordance with Prudent Utility Practice: (i) at all times operate and conduct its business in connection with this Contract in an efficient manner, (ii) maintain the Power Supply System in good repair, working order and condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Power Supply System so that at all times the business carried on in connection therewith shall be properly conducted.

(e) Other Services

The Agency may (but shall not be obligated to) provide such other services to Member as Member may request, including but not limited to, maintenance of Member's system, billing of Member's customers, safety training, load management, and meter reading. For any such service so provided by the Agency, the Agency will adopt charges therefor includable within its Rate Schedule(s), which charges shall be paid only by those Members requesting such service.

(f) Marketing Power.

After satisfying, to the extent provided for herein, the total requirements of all Participating Members, IMEA shall use its best-efforts to market and dispose of under the most economically advantageous terms and conditions obtainable, all its surplus electric power and energy which in the sole judgment of IMEA can be disposed of without adversely affecting performance by IMEA under this Contract.

(g) Sales to Non-Participating Members and Eligible Utilities

The Agency may provide power and energy to Members and eligible utilities as defined in the Act which are not Participating Members at rates and under terms and conditions to be prescribed by the Board of Directors.

Section 8. Additional Covenants of Member.

Member covenants and agrees as follows:

(a) Maintenance of Rates

Member shall maintain rates for electric power and energy to its customers so that such rates shall provide revenues which, together with other funds estimated to be available, will be sufficient to meet Member's obligations to the Agency under this Contract, and all other operating expenses of Member's electric system, and to pay all obligations of Member payable from, or constituting a charge or lien on, the revenues of its electric system.

If Member establishes or maintains an integrated utility system of which the electric system is a part for its electric, water, sanitary sewer, wastewater or similar utility systems (or any combination of two or more thereof which includes its electric system), it shall maintain its rates for the services provided to the customers of its integrated utility system so that such rates shall provide revenues, which, together with other funds estimated to be available, will be sufficient to meet Member's obligations to the Agency under this Contract, and all other operating expenses of Member's integrated utility system, and to pay all obligations payable from, or constituting a charge or lien on, the revenues of its integrated utility system.

(b) No Sale or Lease

Member shall not sell, lease or otherwise dispose of all or substantially all of its electric system except on one hundred twenty (120) days' prior written notice to the Agency and, in any event, shall not so sell, lease or otherwise dispose of the same unless all of the following conditions are met: (i) at the sole option of the Agency either (x) Member shall assign this Contract and its rights and interests hereunder to the purchaser, assignee or lessee of the electric system and such purchaser, assignee or lessee shall assume all obligations of Member under this Contract in such a manner as shall assure the Agency to its sole satisfaction that the amount of electric power and energy to be purchased hereunder and the amounts to be paid therefor will not be reduced, and if and to the extent deemed necessary by the Agency in its sole discretion to reflect such assignment and assumption, the Agency and such purchaser, assignee or lessee shall enter into an agreement supplemental to this Contract to clarify the terms on which power and energy are to be sold hereunder by the Agency to such purchaser, assignee or lessee; or (y) such purchaser, assignee or lessee shall enter into a new contract with the Agency for the purchase of electric power and energy in amounts, at prices and on terms which the Agency in its sole discretion determines not to be less beneficial to it and the other Participating Members than this Contract is and, upon such sale, lease or other disposition and the entering into of such new contract, this Contract shall be terminated; (ii) the senior debt, if any, of such purchaser, assignee or lessee, if such purchaser, assignee or lessee is not a Participating Member, shall be rated in one of

the three highest whole rating categories by at least one nationally-recognized bond rating agency; and (iii) the Agency shall by resolution determine that such sale, lease or other disposition will not adversely affect the other Participating Members of the Agency or the value of this Contract, or any new contract entered into pursuant to clause (i) (y) above, as security for the payment of Bonds and interest thereon or adversely affect the eligibility of interest on Bonds (then outstanding or thereafter to be issued) for federal tax-exempt status. The Agency shall make the determinations required by this subsection (b) within one hundred twenty (120) days of receipt by the Agency of the notice referred to in the first sentence of this subsection (b) and shall set forth those determinations in writing to Member.

In the event any sale, lease or other disposition is permitted pursuant to this subsection (b), Agency may request as additional security to preserve the flow of revenues under this Contract, and Member shall provide the funds to establish an escrow deposit equivalent to Member's pro rata contribution to the Agency's Revenue Requirements for the balance of this Contract's term. Every five years, after the establishment of such escrow deposit, Agency will release to Member such of the funds in the escrow equivalent to those paid to the Agency by Member's purchaser, assigns or lessee during such previous five years.

(c) Prudent Utility Practice

Member shall, in accordance with Prudent Utility Practice, (1) at all times operate its electric system, or integrated utility system of which the electric system is a part, and the business in connection therewith in an efficient manner, (2) maintain its electric system, or integrated utility system of which the electric system is a part, in good repair, working order and condition, and (3) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the electric system, or integrated utility system of which the electric system is a part, so that at all times the business carried on in connection therewith shall be properly conducted.

(d) Operating Expenses.

Member represents, warrants and covenants that all payments to the Agency pursuant to this Contract shall constitute operating expenses of Member's electric system (and any future ordinance authorizing borrowing by Member shall provide that such payments constitute operating expenses of the electric system) payable from any operating and maintenance fund established for such system, or for such integrated utility system of which the electric system is a part, and that such operating expenses are and shall remain payable from the revenues of Member's electric system, or integrated utility system, prior (except to the extent that any provision in any existing bond ordinance or borrowing resolution of Member governing outstanding obligations of Member provides to the contrary) to payment of any debt service payable from such revenues.

(e) Tax Status

- (i) Member shall not use or permit to be used any of the electric power and energy acquired under this Contract or operate its system in any manner or for any purpose or take any other action or omit to take any action which could, either alone or in conjunction with any other similar actions by Member or other Participating Members of the Agency, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any Bond or Bonds issued by the Agency, or which could be issued by the Agency in the future, as that status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction (collectively, the "Tax Laws").
- (ii) At the time of execution of this Contract, Member has no contracts whereby any person, corporation, partnership or other non-governmental entity agrees to purchase from Member electric power and/or energy provided to Member under this Contract for a period of more than thirty (30) days except as shown on Schedule D hereto, and Member has no current expectation of entering into any such contracts, except as set forth in Schedule D hereto. At least sixty (60) days prior to entering into any contract whereby any person, corporation, partnership or other non-governmental entity agrees to purchase from Member electric power and/or energy provided to Member under this Contract for a period of more than thirty (30) days, Member shall notify the Agency of its intent to enter into such contract and provide copies of such contract to the Agency. Within sixty (60) days after receipt of such notice, the Agency shall advise Member as to whether, in the opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by the Agency, the entering into of such contract would result in a violation of the covenant in clause (i) above. The cost of this opinion shall be borne by Member. Any determination by the Agency that any such contract would violate the covenant set forth in clause (i) above shall be made by the Agency based upon the aforementioned opinion. In the event that allocations are necessary under the Tax Laws to determine whether entering into any such contract violates the covenant set forth in clause (i) above, the Agency shall make such allocations, in its sole discretion, after receipt of an opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by the Agency and paid for by Member.

(f) Sale of Power.

Member shall not sell at wholesale any of the electric power and energy delivered to it hereunder by the Agency to any customer of Member or any other entity for

resale by that customer or entity, unless it has first given the Agency 60 days written notice of its intent to sell such power and energy. The Agency, after receipt of such notice, shall have 30 days in which to impose limits on the amount of power and energy to be sold or to veto such sale if the sale will jeopardize the Agency's availability of resources to serve its Participating Members or increase the cost of power and energy to the Agency.

- (g) Member Rate Design. Nothing in this Contract shall be construed to diminish or surrender the power of Member to regulate the rate design for public services rendered by Member to its ratepayers.

Section 9. Cooperation.

If it becomes necessary by reason of any emergency or extraordinary condition for either the Agency or Member to request the other Party to furnish personnel, materials, tools, or equipment for the accomplishment of its obligations hereunder, the other Party shall cooperate with the requesting Party and render such assistance as the other Party may determine to be available. The Party making such request, upon receipt of itemized bills from the other Party, shall promptly reimburse the other Party for all costs reasonably associated with providing assistance, including but not limited to costs of labor, supplies, facilities and equipment and may include an amount not to exceed ten percent (10%) of the total for administrative and general expenses; such costs are to be determined on the basis of current charges or rates used in its own operations by the Party rendering the assistance.

Section 10. Assignment of Contract.

- (a) This Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Contract provided, however, that, except for any assignment by the Agency authorized by subsection (b) of this section, and except for any assignment by Member in connection with the sale, lease or other disposition of all or substantially all of its electric system as provided for in Section 8(b) above, neither this Contract nor any interest herein shall be transferred or assigned by either Party, except with the consent in writing of the other Party, which consent shall not be unreasonably withheld, it being understood that it would be reasonable for the Agency to withhold such consent if such transfer or assignment would (i) reduce the total amount of electric power or energy being sold hereunder; (ii) be to a party (other than a Participating Member of the Agency) with senior debt, if any, not rated in one of three highest whole rating categories by at least one nationally recognized bond rating agency; or (iii) adversely affect the value of this Contract or any new contract entered into pursuant to clause (i) (y) of Section 8(b) hereof as security for the payment of Bonds and interest thereon or affect the eligibility of interest on Bonds (whether then outstanding or thereafter to be issued) for federal tax-exempt status. No assignment or transfer of this Contract shall relieve the Parties of any obligation hereunder, unless specifically agreed to in writing by the other Party. It is understood and agreed that if this Contract is assigned or pledged by the Agency pursuant to subsection (b) of this section 10, no

proposed assignment of this Contract by Member shall be consented to by the Agency except in accordance with the terms of such assignment and pledge by the Agency and any applicable Bond Ordinance or other governing instrument of the Agency, in addition to the foregoing.

- (b) It is understood and agreed that the Agency may issue Bonds (or other financial instruments) and enter into long-term contractual obligations on behalf of the Agency and Participating Members in connection with meeting its obligations under this Contract. Member acknowledges and agrees that the Agency may assign and pledge to any trustee or similar fiduciary designated in any Bond Ordinance all of, or any interest in, the Agency's right, title and interest in, to and under this Contract and all payments to be made to the Agency under the provisions of this Contract as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on any Bonds and all other payments as required by the Bond Ordinance and may deliver possession of this Contract to such trustee in connection therewith, and, upon such assignment, pledge and delivery, the Agency may grant to such trustee any rights and remedies herein provided to the Agency and thereupon any reference herein to the Agency shall be deemed, with the necessary changes in detail, to include such trustee. Member agrees to take all steps necessary to facilitate any such assignment and pledge.

Section 11. Insurance.

The Parties to this Contract shall each procure and maintain such policies of general liability insurance and other insurance or self-insurance as shall be necessary in accordance with Prudent Utility Practice to insure themselves against any claim or claims for damages arising by reason of property damage, personal injury or death occasioned directly or indirectly in connection with the operation of its electric system, or integrated utility system of which the electric system is a part, or the performance of activities undertaken by it in connection with this Contract.

The Agency and Member shall maintain insurance, if available, or self-insurance on their electric facilities to cover damage or accident to those facilities in an amount consistent with Prudent Utility Practice.

Each Party agrees to defend, indemnify and hold harmless the other Party against any and all claims, liability, loss, damages or expense, including attorneys' fees, caused by or resulting solely from the operation of the indemnifying Party's electric facilities, or integrated utility system facilities, or solely from the negligent acts or omissions of the indemnifying Party, its employees or agents. This provision is not intended to be, and shall not be construed to constitute, a waiver for any purpose as to any person or entity of any statutory claim, procedure or statutory limitation on liability applicable to either Party.

Section 12. Opinions as to Validity.

If reasonably requested by the Agency in connection with a financing or long-term contract by the Agency, Member shall timely furnish the Agency with an opinion by an attorney or firm of

attorneys and a certificate from Member to the effect that (i) Member is a political subdivision and municipal corporation of the State of Illinois and is fully authorized and empowered under the laws of the State of Illinois to enter into this Contract and to perform its obligations hereunder, (ii) based upon the attorney's knowledge and due investigation, no consent, order, waiver or any other action by any person, board or body, public or private, is required as of the date of execution of this Contract by Member for Member to enter into this Contract and to perform its obligations hereunder, (iii) based upon the attorney's knowledge and due investigation, there is no action, suit or proceeding at law or in equity or by or before any court, administrative agency, governmental instrumentality or other agency pending or threatened against or affecting Member or its electric utility system (or, if Member's electric utility system shall be deemed to be a part of an integrated utility system, such integrated utility system) which seeks to prohibit, restrain or enjoin Member from entering into or complying with its obligations contained in this Contract, including payment of obligations to the Agency, or in any way affects or questions the validity or enforceability of this Contract, or in any way might materially adversely affect Member's ability to carry out the transactions contemplated by this Contract, (iv) this Contract has been duly and validly authorized, executed and delivered by Member and constitutes a legal, valid and binding obligation of Member enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to the rights and remedies of creditors, and (v) the execution and delivery of this Contract and compliance by Member with its terms will not conflict with, or constitute on the part of Member a breach of or a default under, any existing statute, law, governmental rule, regulation, decree, resolution, ordinance, charter or order, or any agreement, indenture, mortgage, lease or instrument to which Member is subject or by which it is or its properties are or may be bound.

Member shall at its sole expense furnish the Agency, in form and substance satisfactory to and at such time requested by the Agency, such additional legal opinions, certificates, instruments and other documents as the Agency may reasonably request. The Agency shall at its sole expense furnish Member, in form and substance satisfactory to and at such time requested by Member, such additional legal opinions, certificates, instruments and other documents as Member may reasonably request.

Section 13. Dispute Resolution/Procedure.

Should any dispute arise under this Contract concerning the interpretation or application of the Contract or should any controversy, claim or counterclaim arise, then before the initiation of litigation, such dispute shall be submitted to the chief executive officers of the Parties for resolution. Each Party shall designate its chief executive officer. In the event no agreement is reached, the Parties shall have all remedies, either at law or in equity, including but not limited to an action for specific performance, mandamus, and/or injunction.

Section 14. General Provisions.

(a) Regulation.

This Contract, and the respective obligations of the Parties hereunder, are subject to all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

(b) Access and Information.

Duly authorized representatives of the Agency and Member shall be permitted to enter the other's premises at all reasonable times in order to carry out the provisions of this Contract.

The Agency and Member will promptly furnish each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Contract, or as may be reasonably necessary and convenient in the conduct of the operations of the Party requesting such information. Without limiting the generality of the foregoing, Member shall, upon request, furnish to the Agency all such information, certificates, engineering reports, feasibility reports, information relating to load forecasting and power supply planning, financial statements, opinions of counsel (including the opinion required by Section 12 hereof), official statements and other documents as shall be reasonably necessary in connection with any financial reporting by the Agency, or any issuance of Bonds or any other financing instruments and other contractual obligations undertaken by the Agency on behalf of the Participating Members.

Each Party may audit the books and records of the other Party upon reasonable request, and the cost shall be paid by the requesting Party.

Member shall assist the Agency in forecasting Member's power and energy requirements to be provided under this Contract. To this end Member shall promptly provide the Agency with notice of all anticipated changes in Member's electric load and shall provide the Agency with Member's projected future power and energy requirements in such form or for such periods as the Agency may from time to time request. Member also shall provide the Agency with all other information reasonably sought by the Agency for the purpose of load forecasting and planning.

Member further agrees to provide such certificates and opinions as may be required by the Agency for any financing or other financial security.

(c) Compliance with Terms of Service.

Member agrees to comply with all terms and conditions of service applicable to sales of power and energy and/or transmission and wholesale distribution service

procured by the Agency from any supplier for Member's load, including any connection, interconnection, construction or related agreement with or tariff of the owner and/or operator of the transmission and/or distribution system to which Member's system is directly or indirectly connected. The Agency shall provide Member with a copy of all such terms and conditions of service.

(d) Demand-Side Programs.

Member agrees to cooperate with and endeavor to implement at Member's cost any demand-side, demand response, conservation, load management and similar programs of the Agency adopted in connection with the provision of service hereunder.

(e) Relationship to and Compliance with Other Instruments.

It is recognized by the Parties hereto that, in undertaking, or causing to be undertaken, the planning, financing, construction, acquisition, operation and maintenance of the Power Supply System, the Agency must comply with the requirements of any Bond ordinance, any agreements for the purchase or transmission of power and energy, any agreement with any owner or co-owner of or participant or co-participant in any facility included in the Power Supply System relating to the construction, operation or maintenance thereof and all licenses, permits and regulatory approvals necessary for such planning, financing, construction, acquisition, operation and maintenance, and it is therefore agreed that the Agency's performance under this Contract must be consistent with the terms and provisions of any Bond Ordinance, any such agreements for the purchase or transmission of power and energy (including any provisions for the curtailment or interruption of power and energy or transmission service contained therein), any such agreement with any owner or co-owner of or participant or co-participant in any facility included in the Power Supply System and all such licenses, permits, and regulatory approvals.

(f) No Relationship Created

None of the provisions of this Contract is intended to create, nor shall it be deemed to create, any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effectuating the provisions of this Contract. Except as specifically provided for herein, neither Party, nor any of their respective officers, agents or employees, shall be construed to be an officer, agent or employee of the other, solely by reason of the existence of this Contract. Except as specifically provided for herein, neither Party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf of or in the name of the other Party.

(g) Amendment.

Except as provided for expressly herein, neither this Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing executed by each Party to this Contract.

(h) Governing Law.

This Contract shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to any conflicts of law principles.

(i) Delays and Waivers.

The failure of either Party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting Party's obligation with respect to future performance of any other term shall continue in full force and effect. The failure of either Party to take any action permitted to be taken by it by this Contract shall not be construed as a waiver or relinquishment of that Party's right thereafter to take such action.

(j) Headings; References.

The headings used in this Contract are for convenience only and shall not constitute a part of this Contract. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this Contract.

(k) Severability.

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, the remainder of this Contract and the application of its terms, covenants or conditions to such persons or circumstances shall not be affected thereby. If any provision of this Contract is held invalid, the Parties agree to negotiate a revision to this Contract which to the extent possible restores the original intent of this Contract with respect to the invalid provision.

In the event that any of the terms, covenants or conditions of any Power Sales Contract for Participating Members (other than this Contract), or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, it is agreed by the Parties hereto that such invalidity shall have no effect whatsoever upon any of the terms, covenants or conditions of this Contract.

(1) Notices.

Any notice required or permitted under this Contract shall be in writing and shall be given by personal delivery, including by electronic mail; by private courier service, such as Federal Express or United Parcel Service; or by certified mail, return receipt requested, addressed as follows:

To the Agency: Illinois Municipal Electric Agency
Attention: President & CEO
3400 Conifer Drive
Springfield, Illinois 62711
e-mail: kgaden@imea.org

To Member: Village of Winnetka
Attention: Village President
510 Green Bay Road
Winnetka, IL 60093

Either Party may, by written notice, designate a different or additional address for notices to it. All notices hereunder shall be effective only upon receipt by the Party to which notice is being given. If a Party declines or refuses to accept or otherwise frustrates reasonable attempts to make delivery of the notice, the notice shall be deemed to have been received and shall be effective as of the date one day after it was sent.

(m) Survivorship of Obligations.

The termination of this Contract shall not discharge either Party hereto from any obligation it owes to the other Party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract.

Section 15. No Adverse Distinction

IMEA agrees that there shall be no adverse distinction and no pattern of undue discrimination in carrying out its obligations under this Contract relating to Member as compared to other Participating Members; provided, however, that differences in treatment between Participating Members based on variances in cost of service determined by the Agency and other criteria as provided for in Section 3 shall not be considered an adverse distinction or undue discrimination for purposes of this Contract. Member's sole remedy for adverse distinction is pursuant to this Contract.

Section 16. Intergovernmental Freeze.

This Contract and the obligations hereunder shall not be subject to the Local Government Financial Planning and Supervision Act of the State of Illinois, or, to the extent permitted, to any other stay, moratorium, freeze or bankruptcy law.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their proper officials, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

ATTEST:

Assistant Secretary-Treasurer

VILLAGE OF WINNETKA, ILLINOIS

By: _____
Village President

ATTEST:

Village Clerk

REVISED SCHEDULE A

ILLINOIS MUNICIPAL ELECTRIC AGENCY SERVICE SPECIFICATIONS

MEMBER: Village of Winnetka, Illinois

1. **Applicability.** These service specifications are applicable to the Power Sales Contract dated as of June 1, 1990 covering the supply and delivery of electric power and energy by the Agency to the Village of Winnetka, Illinois, hereinafter referred to as the "Participating Member."
2. **Points of Delivery.** The Agency is obligated to deliver electric power and energy contracted for by the Participating Member at the following points and voltages, which are shown in the diagram under paragraph 5 hereof:

<u>Delivery Point Identity and Location</u>	<u>Delivery Voltage</u>
a) Village's tap on ComEd Line [REDACTED], Northfield Substation, [REDACTED]	138 kV
b) Village's tap on ComEd Line [REDACTED], Northfield Substation, [REDACTED]	138 kV
c) Load side terminals of ComEd Line [REDACTED] disconnect, ComEd Glencoe Metering Point,	12.47 kV
d) Load side terminals of ComEd Line [REDACTED] disconnect, ComEd Glencoe Metering Point,	12.47 kV
e) Load side terminals of ComEd Line [REDACTED] disconnect, ComEd Glencoe Metering Point,	12.47 kV
f) All dedicated generation, Village Power Plant, 1) Units 6, 7, 8, 9	4.16 kV

3. **Points of Measurement.** The Agency shall meter electric power and energy delivered to the Participating Member as follows and as shown in the diagram under paragraph 5 hereof:

<u>Metering Point Identity and Location</u>	<u>Metering Voltage</u>
a) Northfield Substation, [REDACTED]	138 kV
b) Northfield Substation, [REDACTED]	138 kV
c) Load side of ComEd Line [REDACTED] disconnect, ComEd Glencoe Metering Point,	12.47 kV
d) Load side of ComEd Line [REDACTED] disconnect, ComEd Glencoe Metering Point,	12.47 kV
e) Load side of ComEd Line [REDACTED] disconnect, ComEd Glencoe Metering Point,	12.47 kV
f) All dedicated generation, Village Power Plant, 1) Units 6, 7, 8, 9	4.16 kV

4. **Adjustments.** Where electric power and energy are metered on the low side of a transformer at any Point of Delivery, meter readings for all electric power and energy supplied by the Agency at such metering point will be increased to compensate for transformer losses between the delivery voltage and the metering voltage.

If there are other losses between any Point of Measurement and any Point of Delivery, an appropriate loss factor will be used to compensate for losses.

5. Diagram: Following is a one-line diagram of the facilities at each Point of Delivery and Point of Measurement. The engineering and electric system design information contained in the attached one-line drawing classifies as Critical Electric Infrastructure Information (CEII) and it is not available for public inspection. A public version is attached for public records purposes.

Effective: _____

Approved: _____

Issued by: _____

A-1

SCHEDULE B

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
POWER SALES RATE SCHEDULE**

TO BE APPROVED BY IMEA BOARD OF DIRECTORS IN THE FUTURE.

SCHEDULE C
HYDROELECTRIC FACILITIES

Not Applicable

SCHEDULE D

MEMBERS LONG TERM POWER CONTRACTS FOR SALES

EXHIBIT B

2035 CAPACITY PURCHASE AGREEMENT

**CAPACITY PURCHASE AGREEMENT
BETWEEN
ILLINOIS MUNICIPAL ELECTRIC AGENCY
AND THE
VILLAGE OF WINNETKA, ILLINOIS**

This Agreement is entered into as of the ____ day of _____, _____ between ILLINOIS MUNICIPAL ELECTRIC AGENCY ("IMEA" or the "Agency"), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the VILLAGE OF WINNETKA, ILLINOIS ("Member" or "Winnetka"), a municipal corporation created and existing under the laws of the State of Illinois. The Agency and Member may also be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, IMEA and Member have entered into a Power Sales Contract, dated the same day as this Capacity Purchase Agreement, pursuant to which Member has agreed to purchase and IMEA has agreed to provide and sell, subject to certain limitations, all of the electric power and energy required for the operation of Member's municipal electric utility and to meet the full service obligation of Member's service area for an initial term of October 1, 2035 through May 31, 2055, the term of which may be extended from time to time in the future, either automatically or by amendment; and

WHEREAS, Member owns certain electric generating units connected to its electric distribution system that are available for dedication to IMEA; and

WHEREAS, the parties hereto desire to enter into an Agreement that will make available to IMEA effective use of Member's generating capacity on a year-round basis and for the duration of Member's Power Sales Contract; and

WHEREAS, IMEA and Member have agreed to Terms and Conditions, attached hereto as Exhibit "A", which are substantially the same as those in the Capacity Purchase Agreements that IMEA has entered or will enter into with other Participating Members that own and have dedicated all or a portion of their generating capacity to IMEA.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties do hereby mutually agree as follows:

1. The Board of Directors of IMEA shall adopt, approve, and provide for the implementation of the IMEA Member Generation Policy to govern the Generating Facilities dedicated to IMEA's use under this Agreement and Capacity Purchase Agreements with other Participating Members. The Board shall have full authority to revise existing provisions of the Member Generation Policy, to add to the matters and things covered thereunder as circumstances warrant, and to reorganize and/or restate the Member Generation Policy. The IMEA Member Generation Policy shall be revised, or shall be deemed to have been revised, to comport with any new or revised requirements of the applicable RTO as they relate to the Member's Generating Facilities.

2. The Member shall license, operate, and maintain, at its sole expense, the generating units ("Generation") identified in Table "A" of Exhibit "A" attached hereto, connected to Member's electric system through switchgear capable of operating in parallel with the utility grid. Table "A" identifies both Generation that is dedicated to IMEA hereunder as Dedicated Capacity and other Generation owned by Member, if any, that consists of either Non-Dedicated units or Emergency Only units as those terms are used from time to time under the then current IMEA Member Generation Policy.
3. The Generation identified as Dedicated Capacity on such Table "A" shall be treated as Dedicated Capacity under the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the IMEA Member Generation Policy in effect from time to time.
4. Member shall have sole responsibility for final determination of the suitability for service of the Generation. Member shall have sole responsibility for the safety of its workers on or about the Generation.
5. Member agrees to defend, indemnify, and hold harmless IMEA against any and all claims, liabilities, loss, damages, or expenses, including attorney's fees, caused by, or resulting solely from the operation of the Generation covered by this Agreement unless such claims, liabilities, loss, damages, or expenses are directly attributable to willful, malicious, or grossly negligent acts of IMEA.
6. For environmental purposes, without waiving the permitting requirements set forth in the Terms and Conditions in Exhibit A, IMEA will determine each year a targeted maximum annual plant factor for Members' generating units that are to be used as Dedicated Capacity (currently 10%), similar to how it has been done under IMEA Resolution #00-10-536 and Member shall license the Generation so as to be able to maintain at least such annual plant factor.
7. The Effective Date and delivery term of this Agreement shall be the same as the Power Sales Contract between Member and IMEA, which is a separate and distinct agreement between the Parties. The delivery term of this Agreement shall be extended to continue to match that of the Power Sales Contract as it may be extended from time to time in the future. Notwithstanding the foregoing, Member may terminate this Agreement with respect to any or all of the Generation with a 180-day notice to IMEA for the purpose of retiring or otherwise removing any or all of the Generation from Member's system. Otherwise, this Agreement shall terminate upon mutual consent of the parties or upon termination of the Power Sales Contract between Member and IMEA. In the event this Agreement should be terminated or not be in effect for any reason, or if the Member for any reason is not entitled to payment for services rendered hereunder, the Power Sales Contract shall remain in full force and effect.

8. To the extent that any provision of this Agreement is deemed to be inconsistent with the provisions of Exhibit "A" hereof, the provisions of Paragraphs 1 through 7 of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, respectively, being thereunto duly authorized, as of the day, month and year first above written.

ILLINOIS MUNICIPAL ELECTRIC AGENCY

BY: _____
President & CEO

ATTEST: _____
Assistant Secretary/Treasurer

VILLAGE OF WINNETKA, ILLINOIS

BY: _____
Village President

ATTEST: _____
Village Clerk

Exhibit "A"

CAPACITY PURCHASE AGREEMENT

Terms and Conditions

SECTION 1 – DEFINITIONS

Definitions. The following terms when capitalized shall, for all purposes of this Agreement, have the following meanings:

Cost of Fuel shall mean the actual cost of fuel used as determined on a weighted average basis. The weighted average cost of fuel shall be defined as the cost of fuel on hand at the beginning of the month plus the cost of fuel received during the month, divided by the total quantity of fuel on hand and received during the month. The weighted average cost of fuel calculated in any month shall be used as the cost of fuel on hand for the following month. The cost of fuel shall include the cost of fuel in inventory and the expense of unloading the fuel from the shipping media. The cost of fuel in inventory includes the weighted average cost of fuel, freight, and other transportation expenses, including pipeline company charges or penalties related to restricted flow notices, excise taxes, and other expenses directly assignable to the cost of fuel. For all generation, the cost of transportation, in this usage, shall not include the cost of unloading the fuel, so as not to double count it.

Dedicated Capacity shall mean, with respect to any Generating Facility, the dependable capacity of such Generating Facility as established and revised from time to time by IMEA through tests performed pursuant to Section 3 hereof. As of any date, the preliminary Dedicated Capacity shall be the dependable capacity most recently established through such tests and shall be subsequently listed on Table A hereof, except that:

- For purposes of determining payments for the Dedicated Capacity/Capacity Credits, the amount of the Generation that is considered to be Dedicated Capacity shall be limited to the lesser of: (i) the net tested capability of the Generating Facilities listed under the category of Dedicated Capacity on Table A, as amended from time to time; (ii) such net tested capability as reduced by any limitations imposed under this Agreement and the IMEA Member Generation Policy for a replacement resource or other transfer that exceeded the allowed or approved amount, thereby creating non-dedicated capacity; (iii) the declared Dedicated Capacity for such Generating Facilities by the Member; (iv) the installed or net tested capacity value for the unit (currently referred to in the industry as ICAP) that is recognized by the RTO for purposes of bidding the forced outage adjusted or usable portion thereof (currently referred to in the industry as UCAP or SAC) and allowed to be bid into the RTO's capacity auctions or used in an IMEA capacity or load management program; and (v) Member's highest peak demand (kW) from the previous three calendar years. Notwithstanding the foregoing, if IMEA or the Member has appropriate rights and/or approvals from the RTO and any other required entity for the members' Generating

Facilities to exceed its peak demand by a limited or unlimited amount, that amount shall be added to the peak demand for purpose of the above determination. Such Dedicated Capacity Payment shall be adjusted on May 1 of each calendar year following the effective date of this Capacity Purchase Agreement based on the previous year's testing, and Table A will be or shall be deemed to be amended to reflect the new Dedicated Capacity amount for payment purposes.

Generating Facilities shall mean those generating facilities of Member which are listed (or if Table A has not been properly updated, those generating facilities of Member that should be listed) as Dedicated Capacity on Table A. Additional Generating Facilities may be added to Table A as Dedicated Capacity by the Member only with the written consent of IMEA, following approval by the IMEA Board of Directors, which approval and consent shall be determined in the Board's reasonable discretion. Where the Member's Generating Facilities or a portion thereof consist of one or more units of a common type (e.g. natural gas-fired steam generating units or internal combustion engines) such Generating Facilities shall be treated as a single Generating Facility for purposes of determining payments for Dedicated Capacity.

Point of Delivery shall mean any point at which IMEA shall be required to deliver power and energy to the Member as set forth in Schedule A of the Power Sales Contract, and will include the point of connection of each of the Generating Facilities and other Generation as listed on Table A.

Power Sales Contract shall mean the power sales contract, dated as of _____, _____, between IMEA and the Member pursuant to which IMEA sells to the Member, and the Member purchases from IMEA, capacity and energy on the terms and conditions set forth therein, as amended from time to time and/or Power Sales Contracts with other Participating Members, as the context requires.

Prudent Utility Practice shall mean any of the practices, methods and acts which, in the exercise of reasonable judgement in the light of the facts (including but not limited to any practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Agreement, equitable considerations shall be given to the circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that the Agency and Member are both political subdivisions and municipal corporations of the State of Illinois with prescribed statutory powers, duties and responsibilities. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or acts, to the exclusion of all others, but rather to a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturer's warranties and the requirements of governmental agencies which have jurisdiction.

Regional Transmission Organization or "RTO" shall mean the entity designated by the Federal Energy Regulatory Commission ("FERC") to direct operation of the regional electric transmission grid in its area, including the dispatching of generating resources (which shall include the Generating Facilities covered by this Agreement), and that controls the wholesale electric markets

for its area. The RTOs that currently control the areas where IMEA's Participating Members are located are Midcontinent Independent System Operator, Inc., or its successor ("MISO"), and PJM Interconnection, LLC, or its successor ("PJM"). At the execution of this Agreement, for those Participating Members that are served by Commonwealth Edison Company for transmission service, the currently applicable RTO is PJM. For those Participating Members that are served by Ameren Illinois Company, City of Springfield CWLP, Southern Illinois Power Cooperative, or Hoosier Energy Rural Electric Cooperative, Inc., the currently applicable RTO is MISO. Throughout the duration of this Agreement the applicable RTO is subject to change for reasons that are outside the control of the Agency and the Participating Members.

SECTION 2 – DEDICATED CAPACITY

- (A) Commencing on October 1, 2035, Member shall make available to IMEA for use by IMEA and IMEA shall take delivery from Member of the Dedicated Capacity of each of Member's Generating Facilities.
- (B) The electrical output of the Dedicated Capacity shall be delivered to IMEA at Member's Points of Delivery.
- (C) Neither IMEA nor Member shall be responsible for the transmission, control, use or application of electric power provided under this Agreement on the other Party's side of the Point of Delivery therefor and shall not, in any event, be liable for damage or injury to any person or property whatsoever arising, accruing, or resulting from, in any manner, the receiving, transmission, control, use, application, or distribution by IMEA or Member of said electric power.
- (D) IMEA will not schedule the operation of Member's Generating Facilities at levels less than the minimum operating capacity of such Generating Facilities established in accordance with the provisions of Section 5(A) hereof.
- (E) The payment for Dedicated Capacity, Dedicated Capacity operation, dispatch, and the treatment of dedicated co-generation capacity under this agreement shall be in accordance with the provisions of Attachment I which is attached hereto and incorporated herein by reference.

SECTION 3 – TEST PROCEDURES

The preliminary Dedicated Capacity in kW of a Generating Facility shall be determined through tests performed according to the requirements of the RTOs as reflected in the testing provisions of the IMEA Member Generation Policy, as the same may be modified from time to time. If the RTO requirements change in the interim between annual tests and require retesting before the next normally scheduled test, then tests to confirm the new preliminary Dedicated Capacity shall be performed as soon as practical after a revision of the RTO requirements. Table A will then be modified according to the results of the test. If the relevant RTO stops having testing requirements, IMEA shall establish such testing requirements in the Member Generation Policy, as considered and approved by the IMEA Board of Directors from time to time.

Tests will be conducted at least annually, or more often at the request of either party or as required by the relevant RTO; in no case will the test be performed more than twice in one year unless a test required by the relevant RTO is called by the RTO after 2 tests have already been completed. IMEA shall base the net tested capability on periodic capability tests, but the tested capability will not exceed the manufacturer's name plate rating. Member may utilize the kVA nameplate rating as the maximum capability of a unit provided that the unit(s) can operate at the tested power factor during typical peak operations. Table A will then be modified according to the results of the test. Payment for the revised Dedicated Capacity shall begin on the later of May 1 or the first day of the month following the period in which the test was performed, and the test results were provided to and accepted by Member.

The tests shall be conducted jointly by representatives of IMEA and Member with Member personnel and equipment necessary to operate the Generating Facilities being furnished and paid for by Member.

SECTION 4 – PAYMENT FOR DEDICATED CAPACITY

- (A) Member Capacity Credits shall be determined in accordance with the provisions of Attachment I. The Board of Directors of IMEA shall review and, if necessary, revise the Member Capacity Credits along with its review of the Rate Schedules in the Power Sales Contract.
- (B) IMEA shall prepare and send to Member a statement showing the amounts due and payable for its Dedicated Capacity each month along with the bill for power supply under the Power Sales Contract. Payments will be in the form of credits on the Power Sales Contract bill unless requested otherwise by Member, in which case payments under this Agreement shall be due and payable on or before the 30th day following receipt of the statement. The form of the statement shall be specified by IMEA.
- (C) Should all or a portion of the Dedicated Capacity not be available to IMEA in any month due to equipment failure or breakdown, Member shall use its best efforts to correct such failure or breakdown as promptly as possible.
- (D) Dedicated Capacity of any Generating Facility removed from availability for scheduled maintenance procedures, testing and training may continue to receive monthly payments under certain circumstances if appropriate notice is given and approval granted by IMEA. The circumstances where payments will be withheld shall be as reasonably determined by the IMEA Board of Directors for different types and timing of outages as set forth in the IMEA Member Generation Policy in effect at that time, which may be amended from time to time.
- (E) If all or part of the Dedicated Capacity from any Generating Facility is unavailable for a continuous period of twelve (12) months other than due to its removal from availability by prior written notice to, and with the approval of IMEA, which period may be extended up to a total of twenty-four (24) months, or such longer period as allowed by the Agency's Board of Directors, in accordance with the then current Member Generation Policy, IMEA shall have the right to reduce the Dedicated Capacity for such Generating Facility for the

remainder of the term of this Agreement by the amount of such unavailability expressed in kilowatts and Table A shall be revised accordingly.

- (F) Reporting forms for Member to use in reporting costs and operational details to IMEA are included under Attachment II and shall be updated and amended from time to time by the Agency as required to comply with the policies, rules, and tariffs of the RTOs and/or as approved by the Agency's Board of Directors, as part of any amendments to the Member Generation Policy from time to time.

SECTION 5 – RESPONSIBILITIES OF MEMBER

Member shall, without any additional charge to IMEA:

- (A) Operate its Generating Facilities in accordance with Prudent Utility Practice to provide Dedicated Capacity whenever called upon by IMEA, and in accordance with the IMEA Generation Policy as in effect at the time. The IMEA Generation Policy may be reviewed and revised from time to time.
- (B) Maintain its Generating Facilities and any of its other Generation that IMEA may allow to be used as replacement capacity in good and readily operable condition and place Dedicated Capacity in service following notice by IMEA, synchronized and operated in parallel with IMEA's interconnected electric system, which transmits electricity to Member, and operating at scheduled load without abnormal delays for the type of generation facilities involved and shall produce requested output from the Dedicated Capacity within notice and start times specified by appropriate IMEA staff representatives in accordance with the IMEA Generation Policy as in effect at that time, which may be amended from time to time .
- (C) Have manpower available to operate up to all of the Generating Facilities producing Dedicated Capacity when called upon by IMEA to do so.
- (D) Make all necessary and required modifications to meet present or future local, state, or federal laws and regulations to permit operation of Member's Generating Facilities to the level specified as Dedicated Capacity. If Member does not make such modifications, the amount of Dedicated Capacity in kW shall be reduced to reflect the inoperability of such Generating Facility and Table A shall be modified accordingly.
- (E) Operate the Dedicated Capacity for the production of electric energy only for sale to IMEA and only when requested by IMEA; provided, IMEA shall schedule Dedicated Capacity in accordance with the schedules initially set by the IMEA operations staff for testing or periodic exercising of equipment. The Member may request a reasonable alternative time and IMEA agrees that approval of such shall not be unreasonably withheld. When transmission system failures prevent the delivery of electric power and associated energy to Member pursuant to the Power Sales Contract, Member may operate its Generating Facilities to provide for Member's requirements of power and energy during the period of such failures. Payments by IMEA for such power and energy shall be as required under Section 4 of this Agreement. Payments by Member for power and energy shall be as required under the Power Sales Contract.

- (F) Not schedule routine maintenance outages of all or any part of the Dedicated Capacity without prior written approval by authorized IMEA personnel in order that IMEA can schedule the operation of other available resources.
- (G) Exercise and test its Generating Facilities in accordance with the IMEA Generation Policy as is then currently in effect and as may be amended from time to time, and allow periodic inspections by IMEA at Member's Generating Facilities as required by IMEA from time to time and to demonstrate Dedicated Capacity according to tests required by Section 3 of this Agreement when requested by IMEA. Member may be subject to reasonable penalties under the Member Generation Policy for failure to exercise and/or failure to test designed to incentivize proper staff training, maintenance, and planning.
- (H) Prepare and submit to IMEA monthly reports concerning the Generating Facilities as may be reasonably requested and on forms provided by IMEA and to permit IMEA to cause an audit to be made of Member's books and records.
- (I) Install or cause to be installed the switches, controls, and other protective equipment necessary to protect Member's Generating Facilities when such Facilities are operating interconnected directly or indirectly with the interconnected electric system.
- (J) Maintain inventories of appropriate fuels as set forth in any approved operating provisions as adopted by IMEA. Such inventories will be based on the Generating Facility's expected generation output, consideration of Member's physical fuel handling facilities, and other economic or non-economic factors.
- (K) Maintain all relevant insurance on its Generating Facilities in accordance with Prudent Utility Practice.

Member has the right under Illinois law to incur indebtedness to facilitate compliance with this Section and this Agreement and to improve its electric utility system and nothing in this Agreement shall be construed as affecting that right.

SECTION 6 – RESPONSIBILITIES OF THE AGENCY

- (A) IMEA shall notify or cause to be notified Member when it is to operate Generating Facilities and IMEA agrees to give Member as much advance notice of required operation as is feasible under the circumstances then existing. IMEA's scheduling of the operation of Generating Facilities shall be in accordance with the IMEA Member Generation Policy in effect from time to time.
- (B) The duration of operating time requested by IMEA shall be a minimum of two hours for combustion turbine and diesel generating facilities or eight hours for steam generating facilities. The Board of Directors of IMEA may establish different minimum and/or maximum notice and run times in its Member Generation Policy that is currently then in effect and as may be amended from time to time.
- (C) [Reserved]

- (D) IMEA's records and accounts shall be audited annually by a firm of independent public accountants of national reputation, to be employed by IMEA. Such records and accounts and such annual audit, including all written comments and recommendations of such accountants, shall be made available for inspection at any reasonable time by Member at the principal office of IMEA.

SECTION 7 – METERING

- (A) IMEA shall furnish or cause to be furnished, install, and maintain metering equipment at the Generating Facilities if IMEA deems it appropriate to be able to reliably schedule and invoice the output of the generation output. The metering equipment shall be used to measure and record the capacity and energy generated by Member's Dedicated Capacity for the account of IMEA. Such metering equipment shall provide a continuous record of the 60-minute integrated kW generated net output of Member's Dedicated Capacity during each billing period throughout the term of this Agreement. Such records shall be available at all reasonable times to authorized agents of Member.
- (B) When Member is operating its Generating Facilities, the metering equipment at the Generating Facilities will be used in conjunction with other metering provided for in the Power Sales Contract to measure and compute all power and energy transactions between Member and IMEA under this Agreement and the Power Sales Contract.
- (C) If IMEA installs such metering, IMEA shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards at intervals of not less than thirty-six (36) months. IMEA shall also make or cause to be made special meter tests at any time at Member's request. The cost of all tests shall be borne by IMEA except that if any special meter test made at Member's request shall disclose that the meters are recording accurately, Member shall reimburse IMEA for the cost of such test. Meters registering not more than two percent above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such test from the beginning of the first billing period which began after the next preceding metering test but in any case for no period longer than 90 days. Should any meter fail to register, the electric power and energy generated during such period of failure shall for billing purposes be estimated by IMEA from the best information available. IMEA shall notify Member or cause Member to be notified in advance of the time of any meter reading or test so that Member's representative may be present at such meter reading or test.

SECTION 8 – ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that this Agreement shall not be assigned by either party hereto without the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement shall relieve the parties of any obligations hereunder.

SECTION 9 – SEVERABILITY

Should any part, term or provision of this Agreement be declared by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 10 – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any principles of Conflicts of Law.

SECTION 11 – HEADINGS

The headings in this Agreement are for reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 12 – SURVIVORSHIP

The termination of this Agreement shall not discharge either party hereto from any obligation it owes to the other party under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement.

SECTION 13 – NO ADVERSE DISTINCTION

IMEA agrees that there shall be no adverse distinction and no undue discrimination in carrying out its obligations under or implementing this Agreement or the Member Generation Policy in effect at any time as may be amended from time to time relating to Member as compared to other members of IMEA. Payment of different amounts or of only limited elements of the Capacity Credits; (a) to Participating Members who executed full requirements Power Sales Contracts at different points in time, or (b)(i) for new generating units added to this Agreement as additional Dedicated Capacity at different points in time or (ii) units that are designed to be operated more, have favorable economics and for which a commitment is made to available for a greater level of dispatchability, shall not be deemed to be an adverse distinction or undue discrimination.

Attachment I

ILLINOIS MUNICIPAL ELECTRIC AGENCY MEMBER CAPACITY CREDITS

PAYMENTS FOR DEDICATED CAPACITY

1. a) Capacity Credits to Member for Dedicated Capacity shall be as follows:

Base Component -	\$2.00 per kW/mo.
Production Component -	\$1.20 per kW/mo. for diesel and combustion turbine capacity, or \$2.00 per kW/mo. for steam driven capacity
Fuel Reimbursement -	Actual fuel costs, in accordance with the definition of Cost of Fuel in Exhibit A , after implementation of a uniform accounting and reporting system

For purposes of calculating the Dedicated Capacity Payments, one month shall be considered equal to 30 days.

The amounts of the Base Component and the Production Component shall not be reduced below a total of \$3.20 per kW/mo. for diesel and combustion turbine capacity, and \$4.00 per kW/mo. for steam driven capacity.

The Production Components may be adjusted by the IMEA Board of Directors one year from the effective date of this Agreement, and annually thereafter.

The Base Component and Production Component shall be paid monthly for Member's Dedicated Capacity as defined in Exhibit A that is in operating condition and capable of being dispatched by the Agency, unless one or both Components are retained or withheld pursuant to the provisions of the IMEA Generation Policy in effect at that time as may be amended from time to time regarding outages of Generating Facilities or other situations where the units are inoperable, or unable or unwilling to respond to Agency dispatch.

- b) In addition to the Member Dedicated Capacity Payment/Credits above, the Agency shall make a Member Generation Payment, as follows:

Generation Payment =	3 Mills per kWh for all net generation scheduled by the Agency and delivered by the Generating Member (excluding generation for periodic exercising, maintenance, or testing including periodic capacity testing)
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The Generation Payment may be adjusted by the IMEA Board of Directors one year from the effective date of this Agreement, and annually thereafter in accordance with the review and possible adjustment made to the Production Component of the Dedicated Capacity Payment, as determined by reviewing the Participating Members' capital and ongoing costs, as well as then current energy and capacity market conditions.

c) All payments by the Agency to Participating Members for Dedicated Capacity and net delivered energy shall be based on net tested capability declared as capacity by the Participating Member, subject to the limitations contained in this Agreement and the IMEA Member Generation Policy as then in effect, which may be amended from time to time, herein, and net energy produced and delivered on behalf of the Agency, which shall exclude all internal station usage necessary to operate power plant equipment and auxiliaries.

For purposes of determining the net delivered energy, the Agency will subtract the incremental metered unit auxiliary load from metered gross unit output. It is the intent of this policy to encourage Agency Members to provide sufficient metering so that accurate individual unit auxiliary load requirements may be determined on an hourly basis. House power, defined in the Member Generation Policy as power plant loads when there is no gross generation, will be treated as municipal load during all hours.

IMEA shall base the net tested capability on periodic capability tests, but the tested capability will not exceed the manufacturer's name plate rating. Members may utilize the kVA nameplate rating as the maximum capability of a unit provided that the unit(s) will operate at the tested power factor during typical peak operations, while at the same time maintaining any required distribution system operating conditions, such as power factor, that is then currently required by the RTO or the Transmission Owner to which the Member's system is connected, which requirements may change from time to time.

d) When dispatched by the Agency, Members shall be reimbursed their actual cost of fuel necessary to provide the Agency with the scheduled amount of net kilowatt hours leaving the scheduled unit(s), which shall include fuel reimbursement necessary to operate qualifying auxiliary and station power equipment. The Agency shall develop and issue to all Generating Members a revised uniform fuel cost reporting form, which shall be required to be submitted to IMEA by the Member each month in order to receive fuel reimbursement payments.

2. Dedicated Capacity Operation: Member agrees to operate its Dedicated Capacity for the production of electric energy only for sale to the Agency and only when requested by the Agency, provided the Agency shall schedule operation of Dedicated Capacity in accordance with schedules initially set by the Agency when the Agency determines testing or periodic exercising of equipment is necessary or appropriate. The Member may request a reasonable alternative time and IMEA agrees that approval of such shall not be unreasonably withheld.

Participating Members with installed Dedicated Capacity consisting of internal combustion engines and combustion turbines shall be allowed to operate each unit of such Dedicated Capacity for the purposes of testing, exercising and operating training for a period not to

exceed eight (8) hours per month at full rated capability, or greater periods at lesser capability but that will adequately test, exercise or provide for operating training with respect to the unit(s) (so as the total number of kilowatt hours generated per unit will not exceed the equivalent of eight (8) hours worth of generation per unit at full capability) plus the reasonable and necessary time required for ramping up to full capability and ramping down after the run. The Participating Member will be reimbursed by the Agency for all fuel expenses incurred during this operation.

Participating Members with installed Dedicated Capacity consisting of steam-driven turbine units shall be allowed to operate each unit of such Dedicated Capacity for the purposes of testing, exercising and operator training for a period not to exceed twenty-four (24) hours per month at full rated capability, or greater periods at lesser capability but that will adequately test, exercise or provide for operating training with respect to the unit(s) (so as the total number of kilowatt hours generated per unit will not exceed the equivalent of twenty-four (24) hours worth of generation per unit at full capability) plus the reasonable and necessary time required for ramping up to full capability and ramping down after the run.

Member will be reimbursed by the Agency for all fuel expenses incurred during this operation.

The maximum monthly hours of allowable operation of Participating Member Dedicated Capacity for testing, exercising and operating training may be changed periodically by the IMEA Board of Directors. To the extent that in any given month, the operation of any unit or units of Participating Member Dedicated Capacity is scheduled and dispatched by the Agency in excess of the maximum monthly hours of allowable operation for testing, exercising and operating training, and to the extent such Dedicated Capacity had not previously been scheduled for testing and/or periodic exercising by the Participating Member during that month, no further testing and periodic exercising of said units shall be allowed for the remainder of that month, unless it is approved by the IMEA.

To the extent that in any given month, the operation of any unit or units of Participating Member Dedicated Capacity is scheduled and dispatched by the Agency at levels less than the maximum monthly hours of allowable operation for testing, exercising and operating training, and to the extent such Dedicated Capacity had not previously been scheduled for testing and/or periodic exercising by the Participating Member during that month, the allowable testing and periodic exercising periods of said units shall be reduced proportionately for the remainder of that month.

3. **Dedicated Capacity Dispatch:** The Agency agrees to dispatch Participating Member Dedicated Capacity along with its other power supply resources according to either (i) a not unduly discriminatory stacking order by region, (ii) local needs of the RTO, or (iii) economic dispatch principles, as determined by the IMEA Board of Directors. The Agency shall attempt to schedule continuous operation of Member Dedicated Capacity when called insofar as possible in accordance with Prudent Utility Practice and economic dispatch principles.

Whenever the Agency schedules operation of steam-driven turbine unit Dedicated Capacity of any Participating Member, such operation shall be scheduled for a minimum of twenty-four (24) continuous hours, or such lesser time as Participating Member may request, at a load level which at all times shall be equal to or greater than the minimum load level at which said units could reliably operate on a continuous basis. Such minimum reliable load levels shall be determined in a commercially reasonable manner and provided annually to the Agency by the Participating Member.

4. [Reserved]
5. **Dedicated Capacity Replacement:** Any Participating Member having Dedicated Capacity that was in service and fully operational on the effective date of the Power Sales Contract, and who determines that such capacity should be permanently retired from service, will be allowed to replace any or all of the Dedicated Capacity at any time; provided, however, that the total Dedicated Capacity following such replacement shall not be greater than what was in service prior to such replacement. The Participating Member will continue to receive capacity credits for all existing and replacement capacity under the terms and conditions herein. All development and capital costs associated with the replacement of existing Dedicated Capacity shall be the sole responsibility of the Participating Member.
6. **Dedicated Capacity Additions:** Any Participating Member desiring to add capacity to its system, through either the installation of new capacity or the replacement of existing Dedicated Capacity with units of greater capability, shall advise the Agency of its intentions at least one (1) year prior to the scheduled date of operation of such additional capacity or such other time as the IMEA Board of Directors shall allow. The IMEA Board of Directors shall determine, on a case-by-case basis, whether or not the Participating Member will receive capacity credits for Dedicated Capacity additions under the terms and conditions herein. In addition, the IMEA Board of Directors may establish and approve programs and/or initiatives to allow and/or encourage participating Members to add Dedicated Capacity for beneficial use in the Agency's mix of resources, subject to reasonable and not unduly discriminatory criteria and/or limitations, including but not limited to fixed payment amounts that may differ from the standard capacity credits for fixed periods of time and different dispatching protocols, and as may be changed from time to time by the IMEA Board of Directors. Such determination shall be based on the Agency's current and future power supply resources and obligations, and the effect of new capacity on the Agency's obligations and the effect of new capacity on the Agency's obligations and its rates to the Participating Members. All development and capital costs incurred with the addition of Dedicated Capacity shall be the sole responsibility of the Participating Member.
7. The current IMEA Member Generation Policy expands on the points addressed in the Attachment I that was added to the then current capacity purchase agreements in 1990 and upon which this Attachment I is based. The IMEA Board of Directors may continue to interpret and expand on the core principles in this Attachment I through the IMEA Member Generation Policy and through its other programs, policies, ordinances, and resolutions, as approved by the IMEA Board of Directors in the future as conditions change or as warranted.

FUEL COST REIMBURSEMENT FORM

Member: Village of Winnetka

Reporting Period: _____

	Value (\$)	Quantity (Gal./Therm)	Heat Content (Btu)
[A] Balance of fuel oil at the beginning of the period: [1]			
[B] Fuel oil deliveries received during the period:			
[C] Total fuel oil available during the period: (A+B)			
[D] Average cost of the fuel oil: (\$/Gal.)			
[E] Fuel oil used for Agency reimbursable purposes:			
[F] Fuel oil used for Member or other purposes:			
[G] Total fuel oil used: (E+F)			
[H] Balance of fuel oil at the end of the period: (C-G) [2]			
[I] Average cost of the Natural Gas: (\$/Therm)			
[J] Natural gas used for Agency reimbursable purposes:			
[K] Natural gas used for Member or other purposes:			
[L] Total natural gas used: (J+K)			
[M] Total fuel used for Agency dispatch: (E+J)			
[N] Gross generation in the month: (kWh)			
[O] Average per kWh: (M/N)			

Prepared by: _____ Date: _____

[1] From line H from prior months Fuel Cost Reimbursement Form.

[2] Transferred to line A in next month's Fuel Cost Reimbursement Form.

TABLE "A"

**Village of Winnetka
Dedicated Capacity and other Generating Units**

Dedicated Capacity

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
6	5,000/6,250	5,897
7	10,000/12,500	11,704
8	2,408/3,010	2,450
9	2,408/3,010	2,460
Total	19,816/24,770	22,511*
Net Declared Capability:		21,500
Dedicated Capacity (kW) for payment purposes:		21,500

* For purposes of the Dedicated Capacity Payment, Dedicated Capacity shall be limited to a maximum equal to the highest of the previous three (3) calendar years' peak demand (kW) billed to Member, subject to any applicable replacement unit limitations as set forth in this Agreement and any declared lesser amount by Member; provided however if IMEA or the Member has appropriate rights and/or approvals from the RTO and/or the local Transmission Owner and any other required entity for the members' Generating Facilities to exceed its peak demand by a limited or unlimited amount, that amount shall be added back to the peak demand for purpose of the above determination; and provided further the maximum shall not exceed the installed or net tested capacity value for the unit (currently referred to in the industry as ICAP) that is recognized by the RTO for purposes of bidding the forced outage adjusted or usable portion thereof (currently referred to in the industry as UCAP or SAC) into the RTO's capacity auctions. Such Dedicated Capacity Payment shall be adjusted on May 1 of each calendar year following the effective date of this Capacity Purchase Agreement based on the previous year's testing.

Non-Dedicated Units

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
NONE	NONE	NONE

Emergency Only Units.

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
NONE	NONE	NONE