



Village of Winnetka

Village Council Regular Meeting

November 18, 2025 at 7:00 PM

Police Department
410 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. December 2, 2025 Regular Meeting
 - b. December 9, 2025 Study Session Cancelled
 - c. December 16, 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. October 7, 2025 Special Meeting
 - ii. October 7, 2025 Regular Meeting
 - iii. October 14, 2025 Study Session
 - b. Approval of Warrant List Dated October 31, 2025 - November 13, 2025
 - c. Resolution No. R-82-2025: Indemnification for Use of IDOT Sidewalks Along Illinois Route 131 (Green Bay Road) Between Tower Road and Scott Street Between November 19, 2025 - January 14, 2026 (Adoption)
 - d. Resolution No. R-85-2025: Approving a Settlement Agreement with Monsanto Company Regarding PCB Contamination of Stormwater (Adoption)
 - e. Resolution No. R-86-2025: Waiving Competitive Bidding and Awarding a Contract to ABB, Inc. for the Purchase of Two 15KV Circuit Breakers (Adoption)
 - f. Resolution No. R-89-2025: Approving the Disposal of an Existing Public Works Vactor and Purchase of a New Public Works Vactor from Standard Equipment Company (Adoption)
 - g. Resolution No. R-94-2025: Appointing Timothy J. Sloth as Village Treasurer (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.

8. Ordinances and Resolutions

- a. Public Hearing - FY 2026 Village Budget
 - i. Ordinance No. MC-08-2025: Enacting a Home Rule Municipal Retailers' Occupation Tax and a Home Rule Municipal Service Occupation Tax (Introduction)
 - ii. Resolution No. R-90-2025: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026 (Introduction)
 - iii. Resolution No. R-91-2025: Establishing Rates and Fees Related to Utility Services (Introduction)
 - iv. Resolution No. R-92-2025: Amending General, Building, and Miscellaneous Service Fees (Introduction)
- b. Property Tax Levy and Abatement Ordinances
 - i. Ordinance No. M-15-2025: Levying Taxes for the Year 2025 (Introduction)
 - ii. Ordinance No. M-16-2025: Abating the Tax Heretofore Levied for the Year 2025 to Pay the Principal of and Interest on Taxable General Obligation Refunding Bonds, Series 2020, of the Village of Winnetka, Cook County, Illinois (Introduction)
- c. Ordinance No. MC-07-2025: Amending the Winnetka Zoning Ordinance to Establish Regulations for Solar Energy Systems - Public Hearing (Introduction/Adoption)
- d. Ordinance No. M-17-2025: Granting a Special Use Permit for the Operation of a Hair Salon Within the C-2 Commercial Overlay District of the Village (986 Green Bay Road) (Adoption)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
SPECIAL MEETING
October 7, 2025**

(Approved: xx)

A record of a legally convened special meeting of the Council of the Village of Winnetka, which was held in the 2nd floor Conference Room on Tuesday, October 7, 2025 at 6:15 PM.

- 1) Call to Order. President Dearborn called the meeting to order at 6:15 PM. Village Manager Kristin Kazenas called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Kim Handler, Scott Myers, and Bridget Orsic. Absent: None. No persons were present in the audience.
- 2) Public Comment. No public comment.
- 3) Closed Session for the Purpose of Discussing Security Procedures and Litigation Pursuant to Section 2(c)(8) and 2(c)(11) of the Open Meetings Act.

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

The Council adjourned into Closed Session at 6:18 p.m.

- 4) Adjournment. The Closed Session meeting ended at 6:57 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
October 7, 2025**

(Approved: xx)

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

- 1) Call to Order. President Dearborn called the meeting to order at 7:00 PM. Village Manager Kristin Kazenas called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Kim Handler, Scott Myers and Bridget Orsic. Absent: None. Also present: Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Police Chief Brian O'Connell, Chief Financial Officer Tim Sloth, Water & Electric Director Nick Narhi, Assistant Water & Electric Director Sam Carrasco, Sustainability Coordinator Elyse Steiner and approximately 10 persons in the audience.
- 2) Pledge of Allegiance. Trustee Orsic led the group in the Pledge of Allegiance.
- 3) Adoption of Procedural Guidelines for Village Council Meetings

- a) Procedural Guidelines for Village Council Meetings

Village Attorney Peter Friedman reviews amendments to the current procedural guidelines for Village Council meetings specifically the addition of rules that govern public comment. While the Illinois Open Meetings Act requires that public comment be permitted, the Attorney General and the Courts have allowed municipalities to establish rules, however, they must be in writing.

The Village has considered specific rules during the COVID pandemic, and it is the suggestion of the Village Manager to adopt official written rules. Village Attorney Peter Friedman discloses the amendments reflecting best practices for public comment and participation in public meetings.

Village Attorney Peter Friedman confirms that the amendments are intended to apply to all subsidiary public bodies of the Village.

Public Comment

Ted Wynnnychenko addresses concerns related to the proposed public comment amendments.

Trustee Albinson, seconded by Trustee Orsic, moved to adopt the amended procedural guidelines for Village Council meetings. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, Myers and Orsic. Nays: None. Absent: None.

- 4) Quorum.
 - a) October 14, 2025 Study Session All of the Council members present said they expect to attend.
 - b) October 21, 2025 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Handler due to work obligation.

- c) October 30, 2025 All Day Budget Review Meeting All of the Council members present said they expect to attend.

5) Public Comment:

- i) Roy Burlin addresses Council regarding concerns related to the condition of the pier at Tower Road Beach.
- ii) Ted Wynnychenko addresses matters related to a letter received by the Village in response to a public comment made at a previous Council meetings.

6) Reports:

a) Trustees.

Trustee Dalman suggests the removal of a wasp nest at the Metra train station.

b) Attorney.

Village Attorney Peter Friedman provides an update regarding litigation filed by a number of lakefront property owners as a result of the steep slope and lakefront construction ordinances. Attorney Friedman confirmed that in response to the Village's request to dismiss the complaint, the judge had ruled in favor of the Village, and permitted the plaintiffs to file an amended complaint if they so choose.

c) Manager. No report.

d) Village President.

President Dearborn, on behalf of Village Council, gives a warm welcome to Kristin Kazenas in her new role as Village Manager.

7) Establishment of the Consent Agenda.

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

8) Approval of the Consent Agenda

a) Approval of the Village Council Minutes

- i. September 9, 2025 Regular Meeting & Study Session
- ii. September 16, 2025 Regular Meeting

b) Approval of Warrant List September 12, 2025 to October 2, 2025 in the amount of \$3,324,108.10

c) Resolution No. R-73-2025: Approving an Agreement with Safe-Way Tuckpointing LLP for Masonry Repairs to Structures at the Winnetka Electric Plant (Adoption)

d) Resolution No. R-75-2025: Approving Funding Authorization and Change Order No. 4 to the Contract with Maple Cable Construction Inc. for Directional Boring Work (Adoption)

e) Resolution No. R-77-2025: Appointing a Director to the Solid Waste Agency of Northern Cook County (Adoption)

f) Resolution No. R-78-2025: Approving and Authorizing a Class A Liquor License for Lil Miguel LLC, D/B/A Fondita Miguel (Adoption)

Trustee Apatoff seconded by Trustee Orsic, moved to approve the foregoing items on the Consent Agenda by omnibus vote with an amendment to the September 9, 2025 Regular Meeting & Study Session to reflect Trustee Dalman as present. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, Myers and Orsic. Nays: None. Absent: None.

9) Ordinances and Resolutions.

a) Ordinance No. MC-13-2025: Amending Title 10 of the Winnetka Village Code Regarding Electric Bicycles (Introduction/Adoption)

In recent years, there has been a significant increase in the use of low-speed electric bicycles within communities causing concerns related to those who are inexperienced with the rules of the road. In response to these concerns, several municipalities have proposed the approval of ordinances regulating permitted use of low-speed e-bikes.

Police Chief Brian O'Connell informs Council of the operating regulations specific to the business districts. Chief O'Connell provides information related to the various classes of e-bikes, age requirements, restrictions, and limitations, permitted Village areas for the use of e-bikes, compliance with the Illinois Vehicle Code and rules of the road, and safety regarding e-bike operations.

Council discusses limitations to attachments to e-bikes, permitted areas of use within the Village, matters related to signage, State laws, operation in business districts, protective equipment, and communications regarding community engagement.

Public Comment

Elise Gibson, President of the Winnetka Park District Board, requests that Council consider amending and clarifying language distinguishing the Village versus Park District property within the Village.

Trustee Albinson, seconded by Trustee Dalman, moved to waive introduction of Ordinance No. MC-13-2025.

Trustee Handler, seconded by Trustee Albinson, moved to adopt Ordinance No. MC-13-2025 with the amendment to section B1 from "public" to "Village" and section B2 "any other public property" to "any other Village property within corporate limits of the Village". By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, Myers and Orsic. Nays: None. Absent: None.

b) Resolution No. R-68-2025: Approving a Contract with RPG Energy Group for the Design and Installation of a Solar Photo Voltaic (PV) Array (Adoption)

Assistant Water & Electric Director Sam Carrasco provides Council information regarding the Village's initiative to create a more sustainable environment by self-generating renewable energy to serve the Village Yards. Mr. Carrasco provides information regarding project overview, advising that on August 21, 2025, IMEA Board of Directors approved a limited variance of small renewable generation resource policy for the Village to allow a maximum aggregate kilowatt limit of 275 kW.

Mr. Carrasco provides additional information regarding solar panel installation at the Village Yards, projected production of electricity, matters related to warranty, contract stipulations, and project cost and funding.

Sustainability Coordinator Elyse Steiner advises Council on matters regarding federal tax

credits, project costs, renewable energy credits, and the Village's ongoing commitment to its sustainability and climate action commitment as set forth in the 2040 Comprehensive Plan and Resolution No. R-58-2025: A Commitment to Implement Pillar 4: Sustainability and Climate Action of the Village Comprehensive Plan.

Ms. Steiner confirms that there will be system performance data and educational resources available to the public designed to support learning, community events, and ongoing outreach.

Council discusses market sales, operation and maintenance, matters related to warranty and contract stipulations, insurance policies, contractor evaluations, project financials, and energy production.

Trustee Myers and Trustee Apatoff urge Village staff to review the financial health of RPG, in addition to insurance coverage.

Public Comment

Dave Kerns addresses Council regarding federal tax credits and concerns related to contract issues.

Ms. Steiner advises Council regarding the bidding process and evaluation and selection of a vendor.

Trustee Dalman, seconded by Trustee Apatoff, moved to adopt Resolution No. R-68-2025 contingent on a financial review of the stability of RPG to support the operation and maintenance commitments and insurance coverage. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, Myers and Orsic. Nays: None. Absent: None.

10) Old Business. None.

11) New Business.

a) Winnetka Power Generation Long Term Planning

Water & Electric Director Nick Narhi advises Council on the history of generation in the Village, current fleet and redundancy, demand for generation, PJM market dynamics; recent capacity auctions and load shedding, amendments to the IMEA capacity payment structure, steam generation financials, renewables and sustainability, and longer term generation planning.

Brad Schmidt, PE, PMP, Project Manager at Stanley Consultants, advises Council regarding the goal of the generation study, various options regarding the generation study, generation study approach including the screening analysis, air permitting assessment, technical analysis, economic analysis, and the implementation plan.

Council discusses matters related to credits, project phases, capacity payment structure, and long term planning.

Public Comment

Christina Codo addresses matters related to auctions results for the cost of power.

Council provides policy direction to maintain steam generation through 2035 and that phase 1 and 2 will be reviewed during the budget review.

12) Appointments:

Appoint King Poor as Environmental, Forestry, & Sustainability Commission representative on the Plan Commission; King is replacing Liz Kunkle – his term will expire on May 1, 2028.

Trustee Myers, seconded by Trustee Apatoff, moved to appoint King Poor as Environmental, Forestry, & Sustainability representative on the Plan Commission by omnibus vote.

13) Closed Session: None.

14) Adjournment. Trustee Dalman, seconded by Trustee Orsic moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:41 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
October 14, 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, October 14, 2025 at 7:00 PM.

- 1) Call to Order. President Dearborn called the meeting to order at 7:02 PM. Village Manager Kristin Kazenas 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: Deputy Village Clerk Berina Gradjan, Village Attorney Courtney Willits, Community Development Director Scott Mangum, Engineering Jim Bernahl, and approximately 11 persons in the audience.

- 2) Public Comment. None.

- 3) Post Office Discussion.

The United States Postal Service is expected to vacate the premises in the near future after several lease agreement extensions with the Village.

Community Development Director Scott Mangum advises Council regarding the history of the Post Office site studies ranging from the Comprehensive Plan studies, Ad Hoc Post Office Committee, Downtown Master Plan, Downtown Streetscape and Signage Plan, and the Public Plaza Concept Plan.

Engineering Director Jim Bernahl advises Council of demolition and site restoration options; Option 1: demolition of the existing post office, incorporate a grass island and partial parking consisting of 33 parking spaces, a conceptual cost estimate of \$592,000 and projected commencement of the project in 2026, and, Option 2: demolition of the existing post office and a full parking consisting of 99 parking spaces, a conceptual cost estimate of \$910,875 and projected commencement of the project in 2026.

Council discusses various project costs, matter related to environmental conditions, terms and conditions with the United States Postal Service regarding the existing site, public engagement, design components and the overall planning process.

Community Development Director Scott Mangum advises Council of the caucus survey and public engagement resulting in 24.3% preferring an outdoor park or year-round communal space, 16.8% preferring a space to congregate with indoor/outdoor flexibility and space for kids to play, 38% favor mixed-use residential, retail, and service, and 5.2% indicated interest in an indoor cultural space.

Council is presented an option to issue an RFP/RFQ for landscape architecture or architectural firm or contract a land use planning consultant.

Council discusses various concept plans, public engagement, potential of residential use, commercial use, parking usage, and site landscaping.

Public Comment.

- a) Warren James encourages Council to utilize underground parking and addresses matters related to mixed-use development.
- b) Emily O'Brien addresses urges Council to consider Dwyer Park and suggests the addition of public restrooms.
- c) Tim Van Tassel discourages the increase of surface area parking.
- d) Mark Heck addresses concerns regarding added congestion as a result of ongoing developments.
- e) Mark Haller encourages Council to utilize underground parking and preserve land use.
- f) Jeffrey Liss addresses Council regarding the various concepts presented.

Council provides policy direction for Village staff to move forward with option 1; grass island and partial parking regarding the demolition and site restoration options provided, and option 2; contract a land use planning consultant to perform direct public engagement and analysis of options ranging from fully public gathering/open spaces to commercial or mixed-use developments that devote a portion of the site to public uses regarding the caucus survey and public engagement options presented.

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

Recording Secretary



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated October 31, 2025 - November 13, 2025

PRESENTER: Kristin Kazenas

AGENDA DATE: November 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated October 31, 2025 - November 13, 2025.

RECOMMENDATION:

Consider Approving the Warrant List Dated October 31, 2025 - November 13, 2025.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-82-2025: Indemnification for Use of IDOT Sidewalks Along Illinois Route 131 (Green Bay Road) Between Tower Road and Scott Street Between November 19, 2025 - January 14, 2026 (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: November 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Hubbard Woods Design District merchant group has worked with the Village to bring holiday decorations to the Hubbard Woods business district for the last several years, including Nutcracker statues first installed in 2024. We are seeking permission to install the Nutcrackers again this year to make Hubbard Woods a festive holiday destination and encourage shoppers to visit participating businesses.

EXECUTIVE SUMMARY:

The Hubbard Woods Design District requests to install 30 plastic and wooden Nutcracker statues on the sidewalks along Green Bay Road between Scott Avenue and Tower Road in front of 22 businesses between November 19, 2025, and January 14, 2026. The sidewalks are within IDOT right of way.

The statues stand 4.5' tall and are secured to a sturdy wooden 24" cube base, making each statue 6.5' tall. The statues will be no wider than the 24" wood base. The statues will be placed adjacent to the commercial business entrances in front of participating businesses. They will not block doorways nor the customer right of way. Businesses will work with Village staff to ensure the minimum 5' pedestrian walkway between the statues and the curb will be kept clear for pedestrians, strollers, and snow clearing. There will be no lights of any kind on the statues, blinking or otherwise. The statues are not animatronic and there will be no advertising or banners on them. Each Nutcracker will be uniquely decorated. IDOT may issue a letter of permission to use the sidewalks once it has received a resolution of indemnification from the Village Council.

RECOMMENDATION:

Consider approval of Resolution No. R-82-2025: Indemnification for use of IDOT sidewalks Along Illinois Route 131 (Green Bay Road) between Tower Road and Scott Street for HWDD to install 30 Nutcrackers between November 19, 2025, and January 14, 2026.

ATTACHMENTS:

1. Resolution No. R-82-2025: Indemnification for Use of IDOT Sidewalks Along Green Bay Road from November 19, 2025 - January 14, 2026
2. Proposed Location of Nutcrackers in Hubbard Woods Design District
3. Proposed Sidewalk Location of Nutcracker Statues Hubbard Woods Design District
4. Dimensions of Nutcracker Statues Hubbard Woods Design District

ATTACHMENT 1

RESOLUTION NO. R-82-2025

A RESOLUTION OF INDEMNIFICATION FOR USE OF IDOT SIDEWALKS ALONG ILLINOIS ROUTE 131 (GREEN BAY ROAD) BETWEEN TOWER ROAD AND SCOTT STREET BETWEEN NOVEMBER 19, 2025 – JANUARY 14, 2026

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, the Village of Winnetka desires to have the Hubbard Woods Design District merchant group (hereinafter “*HWDD*”) use the sidewalks along Illinois Route 131 (Green Bay Road) between Tower Road and Scott Street (“*Sidewalks*”) to install thirty nutcracker statues outside of local businesses to celebrate the holidays; and

WHEREAS, the Sidewalks are part of the Illinois Department of Transportation (“*IDOT*”) right-of-way; and

WHEREAS, the HWDD will require use of the sidewalks between November 19, 2025 and January 14, 2026; and

WHEREAS, a five-foot pedestrian walk-way between the nutcracker statues and the curb will be maintained at all times; and

WHEREAS, the Village of Winnetka indemnifies and agrees to hold IDOT and the State of Illinois harmless from liability associated with the use of the Sidewalks; and

WHEREAS, the traffic will not be impacted by the use of the sidewalks for the nutcracker statues;

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

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

SECTION 2: APPROVAL OF RESOLUTION. The Village Council hereby authorizes and approves this Resolution.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 18th day of November, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

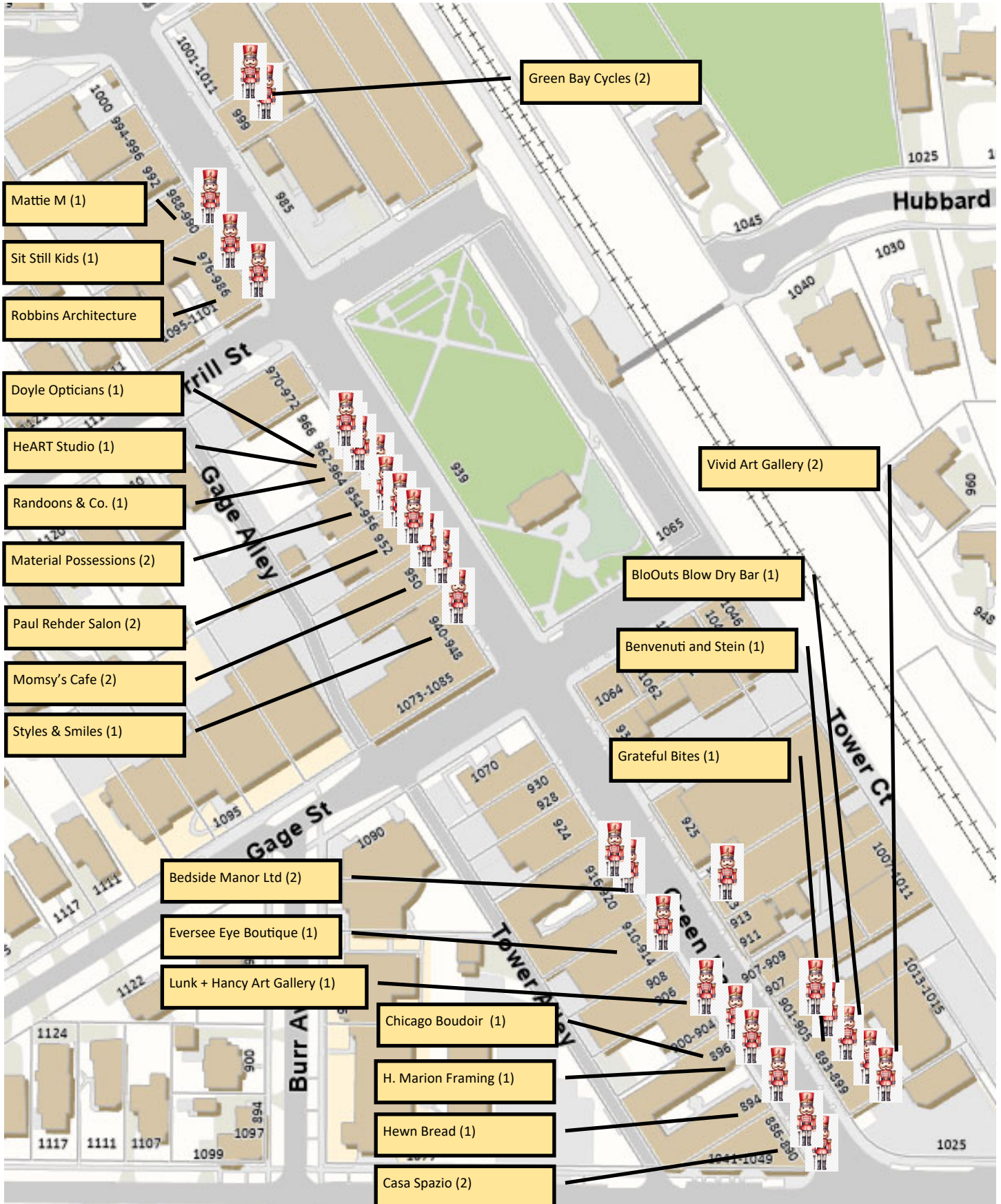
Village President

Countersigned:

Village Clerk

ATTACHMENT 2

Proposed location of Nutcrackers in Hubbard Woods Hubbard Woods Design District



ATTACHMENT 3

Proposed Sidewalk Location of Nutcracker Statues Hubbard Woods Design District



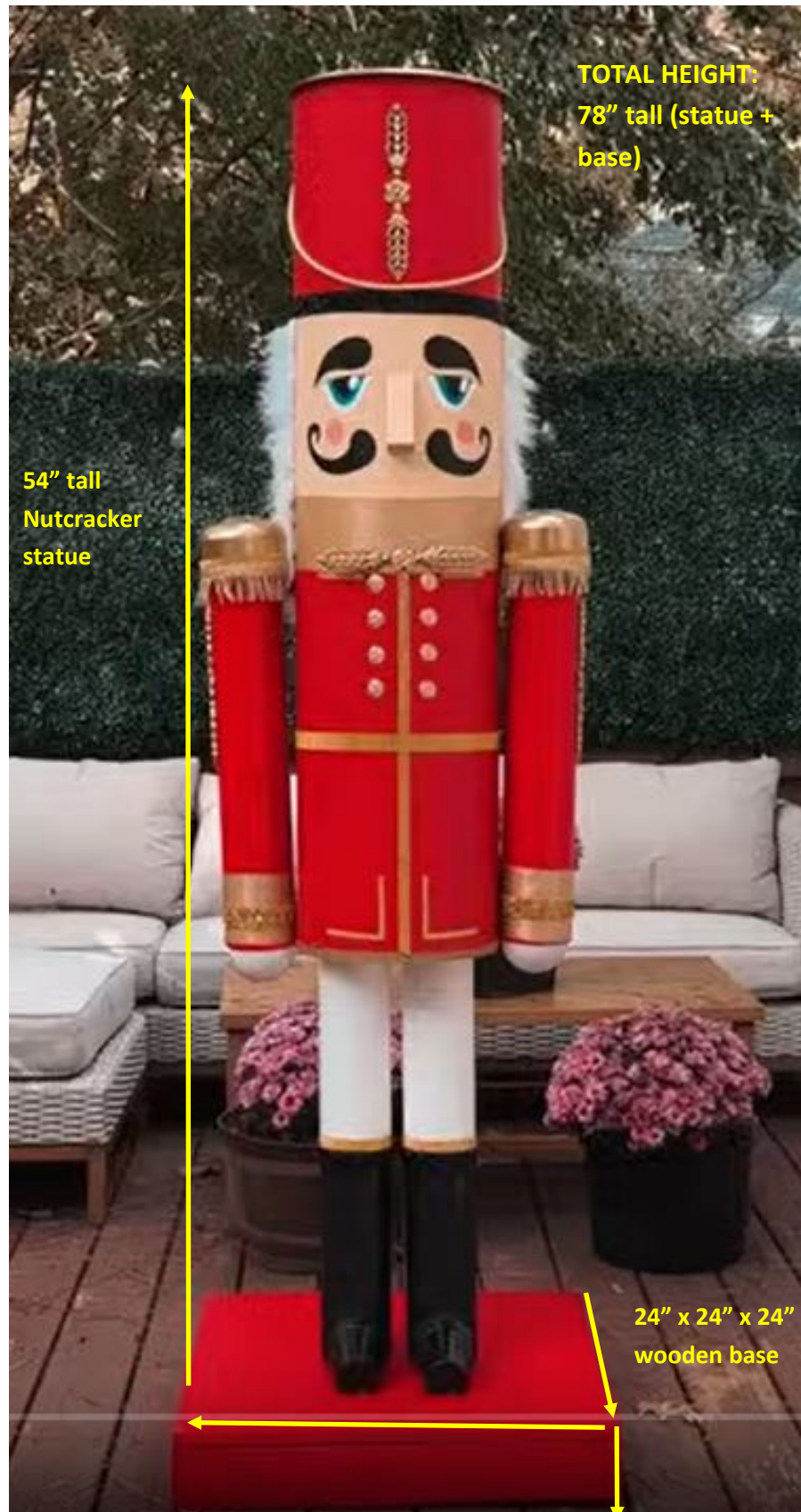
Proposed Sidewalk Location of Nutcracker Statues
Hubbard Woods Design District



ATTACHMENT 4

Dimensions of Nutcracker Statues

Hubbard Woods Design District





Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-85-2025: Approving a Settlement Agreement with Monsanto Company Regarding PCB Contamination of Stormwater (Adoption)

PRESENTER: Peter Friedman

AGENDA DATE: November 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village of Winnetka is a co-plaintiff in a lawsuit, City of Evanston et al. v. Monsanto Co. et al., Cook County Case No. 2023L002929 ("Lawsuit") filed by a number of North Shore municipalities against the Monsanto Company and other manufacturers of Polychlorinated Biphenyl (PCB) chemicals seeking damages for contamination of stormwater outflows to Lake Michigan.

EXECUTIVE SUMMARY:

The municipal plaintiffs have been working collaboratively with the City of Chicago and the State of Illinois to negotiate a statewide global settlement with the Monsanto Company and its co-defendants Solutia Inc., and Pharmacia LLC ("**Monsanto Defendants**") for all claims arising from PCB contamination of stormwater outflows to Lake Michigan. The Monsanto Defendants have offered a tentative settlement agreement to resolve all claims asserted by the Illinois plaintiffs related to the PCB contamination ("**Settlement Agreement**"). Under the terms of the Settlement Agreement, Winnetka would be entitled to net compensation in the following amounts:

- A. \$119,557 in guaranteed funds to be paid out upon final approval of the settlement;
- B. \$95,646 in guaranteed funds to be paid by the end of the first quarter of 2026;
- C. Contingent future compensation in the amount of either:
 - i. \$83,690 to be paid by December 31, 2030; or
 - ii. Up to \$418,450 at such time that certain separate insurance indemnity cases brought by the Monsanto Defendants are fully resolved in favor of the Monsanto Defendants

RECOMMENDATION:

The Village Attorney recommends that the Village Council approve the terms of the Settlement Agreement and authorize the Village President to execute the final Settlement Agreement in a form and substance acceptable to the Village Manager and the Village Attorney.

ATTACHMENTS:

1. Resolution No. R-85-2025: Approving a Settlement Agreement with Monsanto Company Regarding PCB Contamination of Stormwater

RESOLUTION NO. R-85-2025

**A RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH
MONSANTO COMPANY REGARDING PCB CONTAMINATION OF STORMWATER**

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 is a co-plaintiff in a lawsuit, *City of Evanston et al. v. Monsanto Co. et al.*, Cook County Case No. 2023L002929 ("***Lawsuit***") filed by a number of North Shore municipalities that chose to opt-out of a 2022 class action settlement against the Monsanto Company and other manufacturers of Polychlorinated Biphenyl (PCB) chemicals; and

WHEREAS, these municipal plaintiffs have been working collaboratively with the City of Chicago and the State of Illinois to negotiate a global settlement with the Monsanto Company and its co-defendants Solutia Inc., and Pharmacia LLC ("***Monsanto Defendants***") for all claims arising from PCB contamination of stormwater outflows to Lake Michigan; and

WHEREAS, the Monsanto Defendants have offered a tentative settlement agreement to resolve all claims asserted by the Illinois plaintiffs related to the PCB contamination ("***Settlement Agreement***"); and

WHEREAS, under the terms of the Settlement Agreement, the Village would be entitled to net compensation in three payments as follows:

- A. \$119,557 in guaranteed funds to be paid out upon final approval of this settlement by all necessary parties, and dismissal of the lawsuit by the Court;
- B. \$95,646 in guaranteed funds to be paid by the end of the first quarter of 2026;
- C. Contingent future compensation in amount of either (i) \$83,690 to be paid by December 31, 2030 or (ii) up to \$418,450 at such time that certain separate insurance indemnity cases brought by the Monsanto Defendants are fully resolved in favor of the Monsanto Defendants; and

WHEREAS, the Village President and Village Council have determined that entering into the Settlement Agreement with the Monsanto Defendants is in the best interest of the Village and its residents;

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.

November 18, 2025

R-85-2025

SECTION 2: APPROVAL OF SETTLEMENT AGREEMENT. The Settlement Agreement is hereby approved in a form and substance satisfactory to the Village President and the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE THE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the Settlement Agreement.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 18 day of November 2025, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-86-2025: Waiving Competitive Bidding and Awarding a Contract to ABB, Inc. for the Purchase of Two 15KV Circuit Breakers (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: November 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

In 2023, the Water and Electric department started a multi-year plan for the replacement of the 15kV breakers for the Plant and South load centers. The Village issued the RFB#023-022 and received a single bid from SIEMENS, Inc., which ultimately was awarded with the contract to supply a new circuit breaker (Resolution No. R-22-2024 for \$45,650).

EXECUTIVE SUMMARY:

The 2026 Electric Fund Budget contains funding for the purchase of two replacement 15kV Circuit Breakers.

In February 2025, W&E staff issued a RFQ directly to ABB and Siemens, OEM manufacturers of roll-in breakers suitable for use in the existing load center switchgear. The Village received quotes from both companies and described as follows:

- ABB: \$31,293 each
- SIEMENS: \$49,880 /each

Staff initiated the process to obtain a signed contract from ABB but the final negotiated agreement to the terms and conditions was completed on October 2025, facilitated by the Village's Attorney. Considering the lead time of this item, the delivery of the breakers will not occur until 2026. Therefore, the Water & Electric department is recommending the purchase of two units to stay on track of the breaker replacement plan of at least one (1) per year.

Considering that the initial quote was no longer valid, staff requested a revised quote, submitted by ABB on October 23, 2025 for the amount of \$34,657 for each breaker, plus \$2,750 for the service of installation and commissioning and \$1,500 for factory witness testing. The total price for the supply, installation and commissioning and factory witness testing of two 15kV breakers is \$73,564.

The Village has previously contracted ABB for the supply of the 15kV switchgear currently in service at Northfield Substation and is a trusted manufacturer of electrical equipment.

The 2026 Electric Fund Budget contains \$106,690 (account #500.42.36-660) for the purchase of two (2) 15kV Circuit Breakers.

Resolution No. R-86-2025 prepared by the Village Attorney waiving competitive bidding and awarding a contract to ABB, Inc. for the purchase of two (2) 15kV Circuit Breakers in the amount of \$73,564.

RECOMMENDATION:

Consider adoption of Resolution No. R-86-2025 waiving competitive bidding and awarding a contract to ABB, Inc. for the purchase of two (2) 15kV Circuit Breakers in the amount of \$73,564.

ATTACHMENTS:

1. Resolution No. R-86-2025: Waiving Competitive Bidding and Awarding a Contract to ABB, Inc. for the Purchase of Two 15KV Circuit Breakers

RESOLUTION NO. R-86-2025

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND AWARDDING A
CONTRACT TO ABB, INC. FOR THE PURCHASE OF
TWO 15KV CIRCUIT BREAKERS**

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 Water and Electric Department ("**Department**") identified the need to purchase two 15kV circuit breakers ("**Circuit Breakers**") that are compatible with the existing Federal Pacific switchgear; and

WHEREAS, the Department contacted two OEM manufacturers of roll-in breakers to provide quotes for the Circuit Breakers; and

WHEREAS, ABB, Inc. ("**Contractor**") provided the lowest responsible quote to provide the Circuit Breakers; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the purchase of the Circuit Breakers in an amount of \$73,564.00, pursuant to the terms of the contract attached hereto as **Exhibit A** and, by this reference, made a part of this Resolution ("**Contract**"); and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding for the Circuit Breakers pursuant to Chapter 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) enter into the Contract with Contractor for the purchase of the Circuit Breakers; and

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

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

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

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

November 18, 2025

R-86-2025

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from the Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Contract will, at the option of the Village Council, be null and void..

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

ADOPTED this 18th day of November 2025, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

ABB INC. GENERAL TERMS AND CONDITIONS OF SALE

(2024-02 U.S.—ELSE) As Modified for Village of Winnetka, IL, and ABB Inc. October 7, 2025

1. General.

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, policies, addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user. "Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate, and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) ABB and the Purchaser agree as follows: (i) all prices stated in ABB's Proposal to Purchaser are firm and are not subject to escalation or change; (ii) Purchaser is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Proposal and that all claim or right to claim of additional compensation by reason of the payment of any such tax is hereby waived and released; and (iii) all other applicable federal, state, and local taxes of every kind and nature applicable to the Equipment and Services are included in the Proposal.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Overdue accounts shall bear interest at the rate of one percent (1%) per month until paid, in accordance with the Illinois Local Government Prompt Payment Act 50 ILCS 505/1. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states

specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for Site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at Site complete, without physical damage, and in good operating condition. Completion of Site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the Site, the Site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and spare parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action on behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or re-place it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and

claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed one million dollars (\$1,000,000.00).

(b) Reserved.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and Services.

(d) The rights and remedies of the parties contained under these terms and conditions shall be sole and exclusive.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This agreement shall be governed by the laws of the State of Illinois. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court in Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court in Cook County, Illinois. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License. (a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control, including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics (including any variations), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) The following definitions apply to this Article 19:

"Trade Control Laws" means all applicable trade and economic sanctions laws and regulations, specifically including but not limited to the U.S. International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq.; the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774; the Foreign Assets Control Regulations ("FACR"), 31 C.F.R. 500-598; the Foreign Trade Regulations ("FTR"), 15 C.F.R. 30-199; and, any administrative or regulatory decisions or guidelines adopted pursuant to Trade Control Laws.

"Purchaser Entities" means Purchaser's officers, directors, employees, parent company, subsidiaries and other affiliates, and if the Equipment, Software and/or Services are subject to resale or other distribution, Purchaser's customers and end-users of the same.

(b) Purchaser shall comply in all respects with Trade Control laws and shall not export, re-export, transfer, disclose or otherwise provide or make accessible the Equipment, Software, data or other information provided to Purchaser by ABB hereunder, to any non-U.S. person or entity (including Purchaser's dual and/or third-country national employees or third party contractors) without first complying with all requirements of the applicable Trade Control Laws. If Purchaser is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services as defined in the ITAR, Purchaser represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls ("DDTC"), as required by the ITAR, throughout the performance of this Contract, and that it maintains an effective export and import compliance program in accordance with the ITAR. If Purchaser is a U.S. entity and will export ABB's Equipment, Software, and/or data, Purchaser will be considered an exporter within the meaning of the U.S. export regulations. Therefore, ABB should not be listed as the exporter or U.S. Principal Party in Interest ("USPPI") on any documentation or filings relating to any export. Purchaser acknowledges it's acting on its own behalf and not as ABB's agent for export or any other purposes.

(c) Purchaser represents and warrants that the Equipment, Software and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use or any other end use prohibited by Trade Control Laws.

(d) Purchaser represents and warrants that: (1) neither Purchaser nor any Purchaser Entity is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, listed, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets maintained by the United Nations, European Union, and United States or any similar list maintained by the European Union or European member state (collectively "Restricted Parties List"); and (2) no entity or person listed on the Restricted Parties List (or owned directly or indirectly, in whole or in part, by an entity or person on the Restricted Parties List) has any property, financial or other interest in the Equipment, Software or Services, and that the same shall not be transferred, reexported, disclosed to or otherwise provided to an entity or person on the Restricted Parties List. Purchaser shall notify ABB immediately if Purchaser or a Purchaser Entity becomes listed on the Restricted Party List.

(e) Purchaser shall notify ABB immediately upon awareness of any breach or suspected breach of this Article 19. Any violation of Purchaser's obligations under this Article 19 is a material breach of this Agreement and ABB reserves the right to terminate the Agreement immediately upon written notice for Purchaser's default. Purchaser shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against all claims, causes of action, damages, liabilities, and expenses, including attorney's fees arising from Purchaser's breach of this Article 19 and any resulting termination of this Agreement.

(f) If agreed to by the Parties pursuant to a written statement of work or elsewhere in this Agreement, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(g) When applicable, the party considered the exporter of the Equipment, Software, Services and/or data, will apply for the export license in compliance with all applicable Trade Control Laws. If ABB is the applicant of the export license, the Purchaser agrees to immediately provide all the necessary information and documentation (i.e. End-User/End-Use Certificate and Letter of Assurance) required to apply for the license. If an export license is denied or revoked, the applicant must notify the other party immediately and this Agreement may be terminated by ABB without liability for damages of any kind resulting from such termination.

20. Trade Controls.

(a) The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the purchase order (collectively, "Trade Control Laws"). "Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control or U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

(b) The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the purchase order neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is indirectly owned fifty (50) percent or more, in the aggregate or individually, or

otherwise controlled by any Restricted Person).

(c) If, as a result of Trade Control Laws issued or amended after the date of the [Individual Order], including, but not limited to, (i) the Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or any of its affiliates becomes illegal or impracticable, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the purchase order until such time as ABB may lawfully discharge such obligation or unilaterally terminate the purchase order in whole or in part. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the purchase order.

(d) The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Equipment and Services, Equipment and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(e) The Purchaser represents and warrants that the Equipment and Services are for civil use only. The Purchaser further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time).

(f) If the Purchaser infringes any obligations in this Trade Controls clause in connection with the purchase order, the Purchaser must immediately notify ABB. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and ABB shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by applicable Trade Control Laws.

(g) For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

21. Bribery and Corruption.

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of ABB or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render ABB liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Article 21(a) above may be considered by ABB to be a material breach hereunder and shall entitle ABB to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of ABB hereunder or applicable law. Purchaser shall indemnify ABB for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this Agreement.

(d) Purchaser understands that ABB's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) ABB has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: www.abb.com/integrity

Telephone: number specified on the above Web portal

Mail: address specified on the above Web portal

22. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

23. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

24. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

25. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise

work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

26. Confidentiality.

a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Equipment and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 26 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law, including the Freedom of Information Act, 5 ILCS 140/1 et seq., or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in efforts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 26 shall expire five (5) years after the date of disclosure. This Article 26 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

27. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

28. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, policies, addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, policies, and/or addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, policies, addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

29. US Government Contracts.

This Article 29 applies only if the Agreement is for the direct or indirect sale, or is funded in whole or in part by, an agency of the U.S. federal government, or a state government, or any other U.S. government instrumentality or political subdivision (collectively "U.S. government entity"). Unless otherwise expressly stated and specifically agreed in ABB's Proposal:

(a) Purchaser agrees that:

(i) all Equipment, Software, and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial product" or "commercial service" or "commercial computer software" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101.

(ii) ABB technical data and computer software are developed at ABB's private expense and not in performance of the Agreement. ABB retains ownership and proprietary rights in all technical data and computer software provided to Purchaser under the Agreement and under a U.S. Government contract or subcontract. Neither the Purchaser, the U.S. Government nor any higher-tier contractor under a U.S. Government contract will obtain any rights in ABB technical data or computer software beyond the rights provided under ABB's standard commercial licenses consistent with FAR 12.211 and 12.212.

(iii) to the extent the Buy American Act (41 U.S.C. §§ 8301 –8305, as amended), Trade Agreements Act (19 U.S.C. §§ 2501 – 2581, as amended), Build America, Buy America (Pub. L. 117-58, December 29, 2022, as amended) or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment or Software is unknown.

(iv) the version of any applicable FAR clause listed in this Article 29 shall be the one in effect on the effective date of this Agreement.

(b) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that:

(i) all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions.

(ii) only the clauses identified in FAR 52.212-5 apply and only to the extent applicable for sale of COTS and/or commercial products and/or commercial services and as appropriate for the purchase order price.

(iii) any Services offered by ABB are exempt from the Service Contract Act of 1965 (41 U.S.C. §§ 6701 - 6707, as amended).

(iv) all other U.S. Government agency contract provisions are rejected.

(c) If Purchaser is procuring as a contractor, or subcontractor at any tier, on behalf of an agency of a U.S. government entity, then Purchaser agrees that:

(i) only the clauses identified in FAR 52.212-5(e)(1) or 52.244-6(c)(1) (whichever is applicable) apply and only to the extent applicable for sale of COTS and/or commercial products and/or services and as appropriate for the purchase order price.

(ii) Purchaser shall notify ABB prior to transmitting any Controlled Unclassified Information ("CUI") to ABB, and only upon written authorization by ABB may Purchaser transmit CUI to ABB. Purchaser shall transmit CUI to ABB in accordance with applicable CUI safeguarding and/or dissemination authority requirements.

(iii) prevailing wage and related public works labor and employment laws or regulations are not applicable to ABB's services offered in the Proposal.

(iv) Purchaser is solely responsible for its obligations to its customer(s), including validating that ABB's Proposal fulfills Purchaser's U.S. Government contracting obligations, if any. To the extent the terms and conditions of Purchaser's customer contract(s) are different from the terms and conditions of this Agreement, Purchaser shall defend, indemnify and hold ABB harmless from and against all losses, liabilities, cost, expense (including attorney's fees and expenses of litigation and/or settlement), damages, allegations, claims, causes of action and judgments resulting from such difference. In no event will Purchaser withhold payment due to ABB for any dispute or liability incurred between Purchaser and its customer(s).

30. Data Protection.

(a) The parties agree that the protection of personal data is very important. If Purchaser discloses personal data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any personal data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of personal data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

31. Indemnification.

ABB shall indemnify and hold harmless Purchaser from and against all third party claims for bodily injury, including death, or damage to third party property (including attorneys' fees) to the extent caused by ABB's negligence in connection with ABB's performance of the Services or any part thereof pursuant to this Agreement. In event the injury or damage is caused by the negligence of Purchaser and ABB, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of ABB's indemnification obligation, no part of the Equipment or Site is considered third party property.

32. Insurance.

ABB will maintain the following insurance in types and amounts during the performance of its work hereunder, as well as during the performance of any related warranty work:

- Workers Compensation insurance as required under applicable law
- Employer's Liability insurance with a limit of \$1,000,000.00 per occurrence
- Automobile Liability insurance with a limit of \$1,000,000 per occurrence covering all automobiles owned, leased or borrowed by ABB
- Commercial or Comprehensive General Liability insurance with a limit of \$1,000,000 per occurrence and \$1,000,000 in the aggregate
- Umbrella/ Excess Liability insurance with a limit of \$2,000,000 per occurrence/ annual aggregate

The required general and automobile liability insurance shall include Purchaser as an additional insured to the extent of ABB's indemnity obligations in Article 31 of this Agreement. Except for Workers Compensation, the insurance required herein shall include a waiver of subrogation in favor of Purchaser, to the extent allowable under applicable law. ABB shall provide Purchaser with a valid certificate of insurance evidencing the insurance as required herein. Purchaser shall be given not less than thirty (30) days' notice prior to the cancellation of any required insurance under this Agreement for non-payment of premium.

33. No Personal Liability.

No elected or appointed official, or employee of Purchaser shall be personally liable, in law or in contract, to ABB as the result of the execution of this Agreement.

34. Conflict of Interest.

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

35. No Collusion.

ABB represents and certifies that ABB is not barred from contracting with a 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 ABB is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. ABB represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Purchaser prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that ABB has, in procuring this Agreement, colluded with any other person, firm, or corporation, then ABB shall be liable to Purchaser for all loss or damage that Purchaser may suffer, and this Agreement shall, at Purchaser's option, be null and void.

36. Sexual Harassment Policy.

ABB certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

37. Patriot Act Compliance.

ABB represents and warrants to Purchaser that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. ABB further represents and warrants to Purchaser that ABB and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. ABB hereby agrees to defend, indemnify and hold harmless Purchaser, its corporate authorities, and all Purchaser elected or appointed officials, officers, and employees, contracted agents and attorneys from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) for ABB's breach of the representations and warranties in this subsection.

38. Compliance with Laws.

ABB shall give all notices, pay all fees, and take all necessary actions to ensure that the Services are provided, performed, and completed by ABB in accordance with all required governmental permits, licenses, or other approvals and authorizations required for providing, performing, and completing the Services, in accordance with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. If communicated to ABB by Purchaser and agreed in the purchase order ABB shall also comply with all conditions of any federal, state, or local grant received by the Purchaser with respect to this Agreement or the Services.

39. Penalties.

ABB shall be solely liable for any fines or civil penalties that are imposed on Purchaser by any governmental or quasi-governmental agency or body to the extent caused by ABB's violation of applicable law in the performance of Services under this Agreement.

40. No Waiver.

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

41. Severability.

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

The parties have executed this Agreement by their duly authorized representatives as of the date of the last signature below (the "Effective Date").

ABB Inc.

By: [Redacted]

Name: Gregory Beggs

Title: Region Sales Director

Date: 10/7/2025

ABB Inc.

By: [Redacted]

Name: Mark Hammes

Title: [Redacted]

Date: [Redacted]

Village of Winnetka, IL.

By: [Redacted]

Name: NICK NARHI

Title: W&E Director

Date: 10/8/2025

Digitally signed by Mark Hammes
DN: cn=Mark Hammes, o=ABB
Inc., ou=Winnetka, ou=Intune
Policy, email=mark.hammes@abb.com
Date: 2025.10.07 16:07:26 -0400



COMMERCIAL AND TECHNICAL TENDER

ABB Inc.

Prepared for:

City of Winnetka
Winnetka, IL 60093

Prepared by:

Tonya Belin
2300 Mechanicsville Rd
Florence, SC 29501
Tonya.Belin@us.abb.com

Date: 2/11/2025

Rev B: February 14, 2025: Updated to firm pricing.

Rev C: March 20, 2025: Updated line 1 pricing to include prepaid and allowed shipping terms.

Rev D: October 23, 2025: Updated qty on line 1, add mutual terms notation and extended the validity. TB

In response to your request for quotation we are pleased to offer the following:

ABB Region BDM:	ABB Tender ID	Date	Validity	Your Reference Number
Corey Ostrander	TB-QT-25-7526402.D	2/11/2025	12/31/2025	RIR 15 DST2

Mutually agreed upon terms between ABB Inc and Village of Winnetka representatives, dated and signed 10/7/2025.



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1.0 Introduction

- 1.1 ABB Electrification Distribution Solutions is a leading manufacturer of low and medium voltage replacement circuit breakers. Based on long-time experience and know-how, ABB developed roll-in replacement retrofit solutions specially tailored to most existing limited and obsolete medium voltage circuit breakers that were produced by ABB and other manufacturers. As a result, ABB can offer the opportunity to eliminate outdated air magnetic technology with the latest vacuum interrupting technology. The result is a significant improvement in reliability, safety, maintenance, and performance.

2.0 Base Scope Equipment

- 2.1 New Replacement Circuit Breaker - We propose to replace the existing circuit breaker(s) with RMVAC, medium voltage roll-in replacement circuit breaker(s). The RMVAC replacement breaker(s) brings all the benefits of increased performance with reduced maintenance intervals.
- 2.2 New Vacuum Breaker Element –The operating mechanism consists of a magnetic actuator, control module with sensor systems, storage capacitor, and is rated for 3-5 cycle operation. Supplementary components are available for manual opening.
- 2.3 Breaker Carriage and Interlocks - A rugged steel frame with mechanical and electrical interlock safety features to fit your existing switchgear cell with little or no modifications.
- 2.4 All new components - The breaker element, breaker frame, interlocks, primary bushing, secondary disconnects and wiring are all completely new.
- 2.5 Non-hygroscopic Bushings - All circuit breaker bushings will be new and feature track resistant, non-hygroscopic epoxy construction.
- 2.6 Design Testing - Roll-in replacement circuit breakers offered conform to the applicable portions of ANSI C37.59, C37.04, and C37.06.
- 2.7 Production Testing - Production testing of the roll-in replacement elements is in accordance with the applicable portions of ANSI C37.09. Objective evidence of that testing is provided with each circuit breaker upon request.

3.0 Clarifications

- 3.1 In order to ensure proper fit and tolerances, ABB may recommend a customer site visit after receipt of order to verify design requirements. If verification is necessary, a short outage will be required for this purpose. Customer will be notified of this requirement immediately upon receipt of order and all required technical information (Section 3.3 below.)
[3.1.1- New Circuit Breaker Design](#) - If new Circuit breaker design is required of ABB Per Customer Specifications - ABB will request Customer's Approval and Sign off prior to

manufacturing new breaker. Shipment schedules will be determined from the date of ABB Engineering and Customer Approval acceptance.

3.1.2 -Prototype - If ABB determines a prototype is required for new design; ABB will require a customer site visit for test fitting and measurements. A complete bus outage is required for said site visit. Customer will be notified of this requirement immediately.

For existing designs, prototypes are not required.

- 3.2 On-site installation and commissioning or supervision provided by ABB personnel consists of 1.) Providing technical assistance to customer personnel to verify that all safety interlocks operate as designed with the corresponding cell, 2.) Perform verification of open, close, and motor charging operations and 3.) Perform activities to verify that breakers rack into and out of the switchgear compartment cell.

3.2.1 NOTE – Installation and Commissioning

3.2.1.1 As switchgear cells may vary and/or been modified over the years of service, adjustments may be necessary to ensure a proper fit and operation of the new replacement breaker. Because of this, ABB recommends that Supervision or Installation and Commissioning be performed only by factory trained ABB personnel.

3.2.1.2 When Installation and Commissioning is purchased in conjunction with the quoted breakers, an **additional (4) years extended warranty will apply** and will include both parts and service, when the equipment is subjected to normal operating conditions and is properly maintained by the customer.

3.2.1.3 ABB is not responsible for any damages resulting from improper installations performed by third parties that result in damage or mis-operation of the equipment.

- 3.3 Customer is responsible for providing ABB Inc. with an accurate control wiring drawing for breaker and cubicle so that ABB Inc. can ensure secondary contacts correctly match the existing switchgear control scheme.
- 3.4 The ABB Medium Voltage Service Safety Manual states that **no ABB employee shall work on energized equipment**. This requirement also applies to situations where an ABB Field Service Engineer is overseeing and supervising the work of others. Although ABB understands each customer has their own safety plan in place, it is our recommendation that all work on switchgear be performed with the bus de-energized. Under no circumstance shall an ABB representative rack a breaker into an energized cell. When an ABB representative is observing the racking process, he/she shall not be within the

flash protection boundary. If the flash protection boundary has not been calculated, then the ABB representative shall exit the area/building until the racking process is completed.

- 3.5 Customer additional responsibilities:
 - 3.5.1 Free and clear access to switchgear for inspection.
 - 3.5.2 Disposal of old breaker(s).
 - 3.5.3 For order entry acceptance - completion of attached Specification Worksheet required
 - 3.5.4 Submittal of Wiring Diagrams. Project schedule will be placed on hold if the Wiring Diagrams are not received within the requested time frame.
 - 3.5.5 Schedule required outage for Installation / Commissioning or Installation / Commissioning Supervision.
- 3.6 Delivery
 - 3.6.1 Quoted lead times are based on current production levels.
 - 3.6.2 Actual lead times are dependent on available production space at time of order entry and/or release to manufacturing.
 - 3.6.3 "Shipment clock" will not begin until receipt of all required technical information from customer and completion of any required site visit for engineering measurements.

Customer Requirement

Specification must be completed prior to placing an order. Any selected spares will incur additional costs. Reference Section 5.0 or contact factory for pricing.

(Double click on Icon to complete)

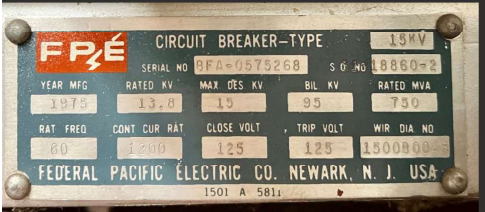


MV RiR Spec Sheet
F-MKT-01-02 R07.pdf

Quote for breakers only

4.0 Pricing

Item	Qty	Product Type	Net Price Each	Item Total
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			(USD)	(USD)
1	2	RIR DST2 15 750 1200 RIR RMVAC DST2 15 750 1200, 40KA REPLACING ABB RIR RMVAC DST2 15 750 1200, 40KA  (SERIAL NO REQUIRED ON PO) REQUIRED: -COMPLETION OF SPECIFICATION WORKSHEET UPON ORDER ENTRY -WIRING DIAGRAMS UPON ORDER ENTRY ABB Internal Order Entry Codes: Product Code: [9AAF400373] - Circuit Breakers / Service / Extension, Upgrades and Retrofits / Retrofits Source Location: [9AAE300864] - United States - Florence - 3442 MV Service	34,657.00	69,314.00
2	1	MV INSTALL MV INSTALLATION AND COMMISSIONING SUPPORT or SUPERVISION *CUSTOMER MUST SPECIFY WHICH IS REQUIRED ON PO* (1) FIELD TECHNICIAN; LOCAL TECH (1) 8-HOUR WEEKDAY(S) ON SITE (Excludes ABB recognized holidays) *Any additional time and material will be invoiced separately. Quoted pricing is assuming local resource. Any additional travel will need to be quoted separately.* REQUIRED * WHEN ORDERING ANY RIR CIRCUIT BREAKER INSTALLATION AND COMMISSIONING and/or SUPERVISION MUST BE PERFORMED BY ABB	2,750.00	2,750.00

		CERTIFIED PERSONNEL AND ORDERED IN CONJUNCTION WITH RIR BREAKERS. PART NUMBER MUST APPEAR ON PURCHASE ORDER AS A SEPARATE LINE ITEM. Scope of work: - Ø Removal of existing breakers and set aside for storage or removal by the customer - Ø Prepare switchgear cubical to accept the new RIR breakers and make upgrade recommendations where required. - Ø Identify all electrical and mechanical connections that may be in place at each mounting position during the disassembly process of existing circuit breakers. - Ø Safety Interlock verification - Ø Functional operation - Ø Operations training for (2) customer facility technicians An outage is required. <u>ABB Internal Order Entry Codes:</u> <i>Product Code:</i> [9AAF400377] - Medium Voltage / Circuit Breakers / Service / Spares and Consumables <i>Source Location:</i> [9AAE300864] - United States - Florence - 3442 MV Service		
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Cancellation Schedule

- 25% After Order Entry
- 50% After release to order of material
- 75% After start of Fabrication

- 4.1 Freight is CPT, US Destination, Not Unloaded, **Prepaid and Allowed.**
- 4.2 Lead time is in 18 weeks after receipt of order **and** all customers supplied technical data. [See section 3.3 and 3.5 for required customer technical data.](#)
- 4.3 Additional days of installation and commissioning supervision and /or actual installation and commissioning services can be quoted based on customer installation schedule.
See attachment Field service Rate Sheet



5.0 Renewal Parts and Accessories

RMVAC – Loose Spares *(if required, please add the additional line items on PO referencing the part number, quantities, and dollar amount)*

NOTICE – PARTS VARY PER BREAKER STYLE (NOT ALL ARE REQUIRED)			
Description	Part Number	No. Per Breaker	Pricing Each
Manual Opening Handle (Required). Please note (1) is included on each order at no additional charge	19540G00	1 per lineup	\$545.00
HV (125/250 VAC/VDC) Control Board	19911P40	1	\$1,450
LV 48V DC Control Board	19911P30	1	\$1,450
AUX. Switch 5 NO Contacts (Please verify compatibility with factory before ordering)	GCE7002397R0119	1 or more	\$138.00
AUX. Switch 5 NC Contacts (Please verify compatibility with factory before ordering)	GCE7002397R0124	1 or more	\$138.00
Membrane Switch Assembly. Reverse Colors	19949G20	1	\$460.00
Membrane Switch Assembly. Standard Colors	19949G10	1	\$460.00
ABB RIR Lifting Device Assembly (Please verify compatibility with factory before ordering)	1VAF005343R0002	1 per lineup	\$1,114.00
Storage Capacitor (Set of 2)	1VCF359899S0151	1	\$929.00
Remote Operating Umbilical Handheld Device  Breaker(s) must be equipped with Umbilical Breaker Harness (1VAF203245A0001); see Breaker Add-ons below	1VAF203242A0001	1 per lineup	\$2,500.00

RMVAC – Breaker Add-ons *(if required, please add \$ value to the total breaker price and make a note on the PO for the breaker(s) to include within BOM)*



NOTICE – PARTS VARY PER BREAKER STYLE (NOT ALL ARE REQUIRED)			
Description	Part Number	No. Per Breaker	Pricing Each
Remote Operating Umbilical Breaker Harness	1VAF203245A0001	1	\$800.00
Rapid Capacitor Discharge Switch	1VAF101292A0001	1	\$777.00

NOTICE:

RMVAC – AC CHARGE W/ DC TRIP

It has been a common design practice in the US to specify switchgear circuit breakers with AC power for the close and motor charging circuit, and DC power for the trip circuit. This decision allows the station batteries to be a smaller capacity, since they are only used in the dedicated DC power circuit. The source for the AC power is often the station itself, the voltage being transformed down from the primary station power. In the event of a station blackout, AC control power is usually lost. The trip (opening) circuit is still operational because it is working off the battery. Operational procedures at customers often required all breakers be opened before power is restored, so the power can be brought on slowly to prevent an additional blackout.

However, due to the nature of RMVAC roll-in replacement breakers, these same practices cannot be used. It has been the Medium Voltage Services practice to power the control boards in these breakers with the existing charging motor power (AC) because it is convenient to do so; no wiring changes would be required in the switchgear. The control board must have this power at all times in order to operate the breaker, because the power maintains a charge on the capacitors. If the existing charging motor power is lost, then sending a DC signal to the trip circuit will have no effect – the breaker will not open.

Customers must be aware of this RMVAC feature. This will educate the customer to one of these options:

- 1 - Do nothing, loss of tripping abilities with loss of AC is not a concern.
- 2 - Rewire the cell so DC power can be used to power the control board (connect DC power to the close and existing “charge” circuits).
- 3 - Change operating procedures.
- 4 – Add the Powered Remote Umbilical Device to add for local control (see section 5.0 for part numbers and pricing)

6.0 Terms and Conditions

- 6.1 This proposal contains proprietary information and is considered confidential to ABB Inc. It is submitted upon the expressed condition that the information contained herein will not be released to competitors or otherwise used directly or indirectly in a detrimental way to the interest of ABB Inc.
- 6.2 All products are offered in accordance with ABB Inc. **(Service and Related Products Conditions of Sale Form 7-2001 Issue)** attached hereto.
- 6.3 This proposal shall remain valid for 60 days from the date of issue.
- 6.4 Consideration on 2019-nCoV (Coronavirus Outbreak)
If after submission of ABB's bid or during the term of the agreement there are any measures taken by authorities, by ABB or others in connection with the current coronavirus (2019-nCoV) outbreak which affect the performance of the agreement, the parties agree that ABB will be entitled to cost compensation, time extension, or other reasonably required contract adjustments if any consequences in any way related to the coronavirus outbreak lead to delays in delivery of goods or provision of services or otherwise affect ABB's contractual obligations or duties.
- 6.5 Consideration for Material Supply
The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.
- 6.6 Consideration for Transportation



The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

Thank you very much for your interest in ABB Inc. products and services. Please don't hesitate to call me immediately if I can be of further assistance at 843-413-4751.

Sincerely,
Tonya Belin



Electrification Service U.S.A. Service Rates



Jan 1, 2025

ABB Inc. maintains a complete staff of Field Service personnel who are available to provide advisory assistance, installation, inspection, commissioning, testing, troubleshooting, start up, engineering studies, maintenance and repair services of both ABB and non-ABB electrical apparatus.

8-Hour Daily Rates

Classification	Weekday	Saturday	Sunday Holiday
Field & Service Center			
Class I - Specialized	\$3,282	\$4,770	\$6,274
Field Engineer			
Class II - Field Engineer	\$2,690	\$3,890	\$5,090
Class III - Service Technician	\$2,106	\$3,010	\$3,922
Phone Support			\$1,925/case
Emergency Standby Retainer			\$7,000/month

Tooling Rates

IR Camera	\$120/day, \$480/week
Primary Current Injection Set	\$500/day, \$2,000/week
Relay Test Set	\$600/day, \$2,400/week
Power Factor Test Set	\$600/day, \$2,400/week

Class I – Specialized Field Engineer

The Specialized Field Engineer has specialized educational and factory training and experience in design, assembly, installation, and testing. This person is required for installation, commissioning, repair, service, maintenance, and upgrade work associated with:

- Paralleling Switchgear
- Medium Voltage Synchronous Motor Controls
- Automatic Throw Over Controllers (PLC)
- Gas Insulated Switchgear (GIS)
- Entellisy Switchgear
- Specialty power system studies, including Harmonic, Transient Switching, Load Flow, and Grounding

Class II – Field Engineer

The Field Engineer has specific factory training and experience. This person can act as a consultant for customer's personnel with respect to correct installation, testing, maintenance, commissioning, or service requirements consistent with ABB guidelines.

Class III – Service Technician

The Service Technician has craft trade training along with selective factory training.

For more information contact your local ABB office or call our 24x7 customer service center at

1-888-434-7378 or 540-387-8617
for legacy GE products

1-800-HELP-365 (1-800-435-7365)
for legacy ABB products

Typical Field Services, Repairs, and Product Support

- Low / Medium Voltage Switchgear, GIS Switchgear, Protective Relays, and Circuit Breakers
- Low / Medium Voltage Motor Control Centers
- Low / Medium Voltage Busduct
- Medium Voltage Load Interrupter Switches
- Automatic Transfer Switches
- Transformers
- Programmable Logic Controllers
- Power System Studies

Rate Terms

1. Work greater than 8 hours per day is billed per hour:	Overtime	Double Time
Class I - Specialized Field Engineer	\$580.00	\$748.00
Class II - Field Engineer	\$450.00	\$600.00
Class III - Service Technician	\$340.00	\$454.00

For less than 24-hour response, a 1.40 multiplier is used for all rates.

Overtime applies to billable weekday hours 9-12 or outside of 7:00am to 6:00pm. Double Time applies to billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

- Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round-trip basis with point of departure based on the location of the ABB Representative's office/service center.

- Additional travel and living expenses include:

Overnight stay	\$250 per day
Air Travel / Rental Car charges	Cost + 20%

Notes: Additional T&L charges may apply for high cost of living areas.

- Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local ABB representative for a local per diem rate.

- Materials, subcontract labor and equipment if required will be provided at cost + 35%.

- All equipment is delivered FCA ABB point of shipment, Incoterms® 2020, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.

- Consult with local ABB office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates.

- Minimum daily billing of 8 hours for all services provided including standby time.

- A minimum order of \$500.00 shall apply for a parts/material only order.

- All rates are for hours worked, traveled, or on standby and are based on ABB's General Terms and Conditions of Sale. Price and data subject to change without notice.

- Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.

- Employee screening costs as required by the customer will be provided as follows:

Custom drug screen or background check	\$250
TWIC Card	\$400
ROSIET + HUET	\$3,000

All travel time to complete the screenings will be billed at the applicable hourly rate as defined herein plus expenses. All other specialty training will be billed at cost + 20%.

- All time to complete site specific training will be billed at the applicable hourly rate as defined herein plus expenses.

- A Critical Power Emergency Standby Retainer provides access to a qualified ABB Field Engineer at the customer site on the same day the need is identified by the customer. All time to support the emergency service, including travel to and from the customer site, will be billed at the applicable hourly rates as defined herein, however the 1.40 multiplier applied to work with less than 24hrs notice is waived.

- The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact ABB to see if a Location Premium applied to your location.

ABB Inc. 305 Gregson Drive, Cary, NC 27511

Samuel Carrasco

From: Corey Ostrander <corey.ostrander@us.abb.com>
Sent: Monday, November 10, 2025 4:23 PM
To: Samuel Carrasco
Subject: RE: UPDTATED ABB Proposal Attached: RE: ABB Breaker Oppty - Village - ABB T&Cs

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.

OK Sam. We will add this in the options. This is what the Factory sent me:

Corey, below is the a better explanation and pricing associated with the activity.

Factory Acceptance Test (FAT) in our facility is where a customer visits the factory to observe the tests that will release the product. In addition, the customer verifies that the internal requirements as well as the requirements of the order have been met and formally "accept" the product. This is a special activity that requires a separate charge and line item on a purchase order.

Factory Acceptance Testing (FAT)

IF REQUIRED

\$2000.00 per day (8 hours) for one customer designated QA representative plus \$500 per day for each additional personnel attending the FAT.

Factory Witness Testing (FWT) - in our facility is where a customer visits the factory to observe the tests that will release the product. This is a special activity that requires a separate charge and line item on a purchase order.

Factory Witness Testing (FWT)

IF REQUIRED

\$1,500.00 per day. This fee assumes eight (8) hours of oversight by one (1) customer designated QA representative.

Corey Ostrander

Mobile: +1 (312) 2704613

Phone: +1 (312) 2704613

From: Samuel Carrasco <SCarrasco@winnetka.org>
Sent: Monday, November 10, 2025 11:42 AM
To: Corey Ostrander <corey.ostrander@us.abb.com>
Subject: RE: UPDTATED ABB Proposal Attached: RE: ABB Breaker Oppty - Village - ABB T&Cs

BeSecure!

This email comes from outside of ABB. Make sure you **verify the sender** before clicking any links or downloading/opening attachments.
If this email looks suspicious, **report it** by clicking 'Report Phishing' button in Outlook or raising a ticket on MyIS.

Hi Corey,



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-89-2025: Approving the Disposal of an Existing Public Works Vactor and Purchase of a New Public Works Vactor from Standard Equipment Company (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: November 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The FY26 budget includes the purchase of a Vactor. The equipment is 15 years old and has reached the end of its useful life. The unit incurred over \$50,000 in repair costs within the past year. Due to the age and condition, we can expect similar unexpected high maintenance and repair costs if the unit were kept in service.

The vactor is a workhorse for both the Public Works and Water and Electric departments. The truck provides over 14 unique operational services, including day-lighting utilities for excavation, cleaning catch basins, flushing sewers and catching debris, installing post, utility poles, cleaning up excavations during sanitary system and street repairs, pressure washing sidewalks, parking garages cleaning, watering restoration areas after repairs, water main break excavation, cleaning lift stations and removing wasps nest.

The vactor is budgeted for replacement across a variety of funds, including the water fund, sewer, fund and stormwater fund. The replacement cost with trade in is \$605,802.50.

In addition, we are requesting approval for disposal of the following unit:
Vactor Unit #48 # 11-05V-12595

Staff is proposing to utilize pricing available through a Sourcewell Contract formerly known as the National Joint Powers Alliance (NJPA.) This is a joint purchasing consortium that solicits goods and services for state and local governments. The Village has taken advantage of competitive pricing through this program previously for equipment purchases. The contract provides a 3% discount on the list price.

BUDGET IMPACT

The replacement of the vactor is within the budgeted amount for FY26.

Account

#540.70.01-625; \$255,000

#580-75-01-625; \$395,000

Total Budget Available\$650,000

RECOMMENDATION:

Staff request the board consider the purchase of thee Vactor under Sourcewell Contract # 101221-VTR at a 3% discount.

ATTACHMENTS:

1. Resolution No. R-89-2025: Approving Disposal of an Existing PW Vactor and Purchase of a New PW Vactor from Standard Equipment Company
2. Standard Equipment Quote

ATTACHMENT 1

RESOLUTION NO. R-89-2025

A RESOLUTION APPROVING THE DISPOSAL OF AN EXISTING PUBLIC WORKS VACTOR AND PURCHASE OF A NEW PUBLIC WORKS VACTOR FROM STANDARD EQUIPMENT COMPANY

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, the Village is a member of Sourcewell ("***Sourcewell***"), a municipal national contracting agency for units of local government, and educational and non-profit organizations; and

WHEREAS, Sourcewell permits units of local governments to purchase commodities and services according to nationally leveraged and competitively solicited purchasing contracts, resulting in significant savings for the Village; and

WHEREAS, the Village Public Works Department has identified the need to replace an existing 2011 Vactor 2100 Plus VIN #48 11-05V-12595 ("***Existing Vactor***") with a New Vactor 2100i Sewer Cleaner Freightliner 114SD Chassis ("***New Vactor***"); and

WHEREAS, the Existing Vactor is surplus property, and is therefore no longer necessary or useful to the Village; and

WHEREAS, Sourcewell sought bids for the award of a contract for the purchase of the New Vactor ("***Purchase Contract***"); and

WHEREAS, Sourcewell identified Standard Equipment Company, of Elmhurst, Illinois ("***Standard Equipment***"), as the lowest responsible bidder for the Purchase Contract with a purchase price of \$635,629.50; and

WHEREAS, Standard Equipment has offered a total trade-in value of \$30,000.00 for the Existing Vactor to be used toward the purchase of the New Vactor, bringing the final purchase price for the New Vactor to \$605,802.50; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to trade in the Existing Vactor and purchase the New Vactor from Standard Equipment Company, in the amount of \$605,802.50, in accordance with the Purchase Contract;

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

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

SECTION 2: AUTHORIZATION TO DISPOSE OF EXISTING VACTOR. Pursuant to the Village's home rule authority, the Village Council hereby authorizes the Village Manager, or the Manager's designee, to dispose of the Existing Vactor by trading it in to Standard Equipment for \$30,000.00.

SECTION 3. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the New Vactor from Standard Equipment, in the total amount of \$605,802.50, in accordance with the Purchase Contract.

SECTION 4. EXECUTION OF REQUIRED DOCUMENTATION. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to trade in the Existing Vactor and purchase the New Vactor from Standard Equipment in an amount not to exceed \$605,802.50.

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

ADOPTED this 18 day of November, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



Subsidiary of Federal Signal Corporation 625 S. Illinois Rt. 83, Elmhurst, IL 60126 • 312-829-1919 • sale@standardequipment.com



Date:

10/22/2025

Offered By:

Bob Donlon

Sales Representative
847.804.6017

Equipment Provided for:

Village of Winnetka

1390 Willow Rd

Winnetka, IL 60093

Equipment Quote



Stock Photo

Standard Equipment is pleased to present Village of Winnetka with the following quotation for a New Vector 2100i Sewer Cleaner mounted on an Freightliner 114SD Chassis.





Dealership Information

Family-owned and operated since 1969, Standard Equipment Company provides environmental equipment solutions for municipalities, contractors, and companies. We have built a reputation for excellence by offering the finest new equipment, a large selection of parts, excellent service, and unparalleled customer support. We customize environmental equipment solutions for every situation by meeting our customers' needs first. Standard's greatest ability is dependability.



Manufacturer Information

Vactor's origins as an American manufacturer go back more than a century, and their expertise and leadership in sewer cleaning date back more than fifty years. In that time, they have been more than a manufacturer. As pioneers and innovators, they have found ways to help communities save money, improve the quality of life for people, and improve the productivity and safety of the individuals who operate their equipment.

This commitment to innovation inspired them to create the very first combination sewer cleaner in 1969.

Today, they remain driven to bring you the safest, most capable, versatile, quietest, and most efficient equipment possible. Durable, reliable equipment that delivers the quality and value you deserve and should demand. Equipment you can count on today, tomorrow, and years into the future.

Equipment Details

2100i Single Engine Fan, Dual Stage, 12-yard Debris, Combo Unit

Equipment Features

- Single Engine Fan- Dual Stage- 12 yrd DebrisCombo
- Under Engine Toolbox
- Aluminum Fenders
- Mud Flaps
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Hoist Cylinder
- Handgun Assembly
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (3) Nozzles with Carbide Inserts w/Rack
- Suction Tube Storage
- 1" Nozzle Pipe
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks
- Dual Stainless-Steel Float Shut Off System
- Fixed Rear Door Pipe Rack -8" Pipe
- Subframe Mounted -2 Pipe Rack -8"
- Lube Manifold, with Lube Chart
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Debris Body-Up Message and Alarm
- Low Water Indicator on Screen w/Alarm and Water Pump Flow Indicator
- 3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
- Additional Water Tank Sight Gauge
- Liquid Float Level Indicator
- Single Engine Dual Stage Fan
- Digital Water Pressure Gauge
- Front Joystick Boom Control
- Boom Hose Storage
- Boom Out of Position Message and Alarm
- Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
- 3"Y -Strainer @ Water Pump
- Midship Handgun Coupling
- Chassis Engine Cooling Package
- Side Mounted Water Pump
- Digital Hose Footage Counter
- Hose Reel Manual Hyd Extend/Retract
- Hose Reel Chain Cover
- Hydraulic Tank Shutoff Valves

-
- Rodder Pump Drain Valves
 - Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
 - Tachometer/Chassis Engine w/Hourmeter
 - Water Pump Hour Meter
 - PTO Hour Meter
 - Hydraulic Oil Temp Alarm
 - Circuit Breakers
 - LED Lights- Clearance- Back-up- Stop- Tail & Turn
 - Tow Hooks- Front and Rear
 - Electronic Back-Up Alarm
 - 8" Vacuum Pipe Package
 - Emergency Flare Kit
 - Fire Extinguisher 5 Lbs.
 - Module Paint- DuPont Imron Elite - Wet on Wet
 - Vactor 2100i Body Decal- Standard
 - Debris Body Flushout
 - Rear Door Valve Flushout
 - 6" Rear Door Butterfly Valve -3:00 position
 - Centrifugal Separators (Cyclones)
 - Folding Pipe Rack - Curbside -8" Pipe
 - Folding Pipe Rack - Streetside -8" Pipe
 - Rear Door Splash Shield
 - Air Purge
 - Additional Water- 1500-Gal Total
 - Digital Water Level Indicator
 - Digital Debris Body Level Indicator Tied to Vacuum Relief
 - Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
 - Rotatable Boom Inlet Hose
 - 180 deg. 10ft Telescoping Boom
 - Telescopic Boom Elbow- Nickel Plated
 - 80 GPM/2500 PSI Jet Rodder pump
 - Cold Weather Recirculator- PTO Driven- 25 GPM
 - Handgun Couplers- Front and Rear
 - Hose Reel- Manual
 - Hydro Excavation Kit - Includes Lances w/ ShieldNozzles- Storage Tray- and Vacuum Tube
 - Fan Flushout System
 - Cyclone Washout System
 - Vactor Standard Manual w/ Cloud Parts
 - 600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
 - Rodder Hose Pinch Roller
 - Hose Reel Manual Rewind Tool
 - High Pressure Hose Reel
 - Hose Wind Guide (Dual Roller)- Auto- Indexing
 - Front Hose Reel Tool Storage
 - Rear Directional Control Arrowstick

-
- 14 Light Package- 14 Federal Signal Strobe Lights- LED
 - Amber Lights for Flashing Light Package
 - LED Mid-Ship Turn Signals
 - Worklights (2), Self-Leveling Boom LED
 - Worklight- LED- Operators Station
 - Worklight- LED- Hose Reel Manhole
 - Worklight- LED- Passenger Side
 - Worklight- LED- Driver Side
 - Camera System- Front and Rear
 - Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers
 - Long Handle Tool Storage
 - Toolbox- Behind Cab - 16w 30h x 96d
 - Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d
 - Toolbox- Driver Side Subframe- 60w x 20h x 12d
 - Chassis Modifications - Freightliner PAFT370A
 - Vactor Logos – Applied

Product Description

Chassis Information:

- Chassis Make – Freightliner
- Chassis Model – 114SD
- Chassis Weight Rating – 66,000 GVWR
- Chassis Color – White
- Body Color – White



Standard Equipment and Vactor are proud holders of a Sourcewell competitively bid procurement contract. Sourcewell allows government agencies to control the cost of procurement and ensure that they are getting the equipment they want at a competitively bid price. For more information about Sourcewell, you can find them on the web at www.sourcewell-mn.gov.

Quotes include all Tax, Title, and License Fees if applicable.

Item Description	Delivered Cost
New Vactor 2100i Sewer Cleaner Freightliner 114SD Chassis	\$635,629.50

Sourcewell contract 101221-VTR

Trade-In Information

Vactor 2100 Plus

- 2011
- Vactor 2100 Plus
- VIN: 1FVAC3BS9CDBD7689
- Serial: 11-05V-12595

Equipment Pricing

1. Price includes title or plating fees.
2. Payment is due at the time of delivery.
3. Quote is valid for 7 days from 10/20/2025
4. Please note that the prices quoted are subject to applicable tariffs and duties, which may affect the final cost.

Sourcewell Total:	\$635,629.50
Trade-in:	-\$30,000.00
Title and Plating Fees	\$173.00
Total Quoted Price:	\$605,802.50

I/we have read and understand the terms outlined below and on the reverse and agree to them as part of this order as if they were printed above my/our signature(s). The above and the terms below and on the reverse shall comprise the entire agreement affecting this purchase and no other agreement, understanding, representation, condition or warranty either expressed or implied by law or otherwise is part of this transaction. Unless otherwise specified the Purchase price is payable in cash on the date of delivery of the Equipment to the carrier. It is understood and agreed that the Purchase Price is subject to increase at anytime without notice by JJE to the extent that JJE has incurred increased cost between the date hereof and the delivery date caused by increases in manufacturers' list prices, government regulations, freight rates, labour costs and other causes beyond JJE's control. The Purchaser acknowledges having received a true copy hereof. This agreement is not subject to annulment or cancellation by the Purchaser without prior written consent of JJE.

Village of Winnetka

X

Signature

Name: _____

Date: _____

Standard Equipment Company

X

Signature

Name: Greg Zukowski

Date: 10/20/2025

Terms and Conditions

1. Payment in full is required at time of delivery. The sale price specified on page one of this Agreement does not include taxes or shipping and other transportation charges. Unless otherwise specified, all shipments are F.O.B. Elmhurst IL. The Purchaser shall pay all insurance, taxes, shipping charges, and other costs or expenses relating to the sale and transfer of the Equipment, it being the intent that the sales price shall be net to the JJE of any and all costs or expenses. In the event of cancellation of this agreement, the Purchaser shall assume all costs associated with the cancellation. All Purchaser supplied chassis must meet the requirements of the body manufacturer and Joe Johnson Equipment ("JJE"). The costs of any chassis modifications or repairs shall be borne by the Purchaser. All warranty work is F.O.B. JJE, Elmhurst IL.
2. RISK OF LOSS. After delivery of the Equipment in good order to the Carrier of Purchaser's choice, risk of loss shall be with the Purchaser and JJE's responsibility shall cease. As long as JJE remains unpaid it shall have a lien on the Equipment and shall have a right to repossession and disposal of the Equipment notwithstanding delivery to the Carrier.
3. SHIPPING. a) If shipment is delayed beyond the time stipulated pursuant to this Agreement by any cause beyond the control of JJE, the delivery date shall be extended for a period equal to the delay due to such cause. JJE will in no way be held liable for loss or damages, direct or consequential, due to delays in delivery caused by events outside our direct control. b) If shipment is delayed by fault of the Purchaser, payment of the Purchase Price shall not be delayed thereby and the Equipment shall be at the Purchaser's risk of damage or loss from any cause whatsoever and any expense incurred in handling, storage or insuring the Equipment shall be paid by the Purchaser.
4. WAIVER OF CLAIMS. Acceptance of the Equipment by the Purchaser from the Carrier will constitute a waiver of all claims against JJE for damage or delay from any cause.
5. TITLE. Title to the Equipment and to all repairs, replacements of and accessions to the Equipment shall not pass to the Purchaser after delivery but shall remain in JJE until payment in full of the Purchase Price together with all other amounts due hereunder.
6. DEFAULT. If the Purchaser defaults in compliance with any term or condition of this Agreement, or defaults in payment of any installment of the Purchase Price or any applicable taxes or charges relating to the Equipment, or uses the Equipment for an illegal purpose, or if levy is made upon the Equipment, or if any bankruptcy, receivership, winding-up or insolvency proceedings are instituted by or against the Purchaser, or if at any time JJE deems itself insecure in respect of the foregoing then and in any such events the entire balance of the Purchase Price and all notes given therefore together with all expenses, costs and solicitors fees incurred by JJE in the collection of the Purchase Price shall become immediately due and payable on account of the Purchase Price shall remain the property of JJE as payment for the use and depreciation of the Equipment and not as a penalty.
7. REPOSSESSION AND REMEDIES. Subject to the applicable laws:
 - a) JJE, in addition to all remedies available at law or hereunder, may take possession of the Equipment without notice or demand and without legal process and for the purpose of taking possession of and removing the Equipment JJE or its assigns or agents may enter into or upon the Purchaser's lands and premises using such forces as is necessary in the circumstances. The Purchaser hereby waives all claims for damages arising out of the re-possession, removal or re-sale of the Equipment as against the Purchaser or Purchaser's assigns.
 - b) If the Equipment comes into possession of JJE through the re-possession, voluntary surrender thereof by the Purchaser or otherwise, JJE may at its option sell the Equipment for its own account or may re-sell the Equipment on behalf of the Purchaser either at a public or private sale in such manner and for such amount and upon such terms as JJE may deem proper with or without notice, and prior to any sale JJE may house or store the Equipment and repair or re-condition the same; and JJE may bid and purchase on any sale. From the proceeds of any sale JJE may deduct all expenses for the re-taking, housing, storing, repairing, re-conditioning and selling of the Equipment including the costs of JJE's solicitors as between solicitor and client.
 - c) JJE shall also have the right to sue the Purchaser for any amount which is due and unpaid and such rights shall not be affected by the re-possession and sale of the Equipment nor shall the right of re-possession and sale be merged in any judgment JJE may recover on any notes given for the Purchase Price for any security therefore. The execution and delivery of promissory notes or the entry of judgment for any amount which is due and unpaid or the taking of additional security therefore shall not constitute payment or a waiver of any term, provision or condition herein contained. JJE shall have the right to enforce one or more remedies successively or concurrently and such action shall not operate to stop or prevent JJE from pursuing any other remedy which it may have.
8. LIABILITY AND INDEMNIFICATION. JJE shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of the Equipment, nor for any damages resulting to Purchaser by reason of any delays or any alleged failure of the Equipment to operate. Purchaser shall defend, indemnify and hold harmless JJE, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to employees of Purchaser, as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with this order.
9. INTERPRETATION / CHOICE OF LAW. The Purchaser and JJE agree that this Agreement shall be interpreted, construed and be governed by and in accordance with the laws of the State of Illinois. The Purchaser and JJE further agree that should any term or condition, or any part thereof, contained in this Agreement be unenforceable or prohibited by present or future provincial or federal laws, then such term or condition, or part thereof, shall be ineffective to the extent of such unenforceability or prohibition. Failure at any time by JJE to exercise any of its rights under this Agreement shall not constitute a waiver thereof nor prejudice JJE's right to enforce it thereafter.
10. ENTIRE AGREEMENT. It is acknowledged and agreed that this Agreement constitutes the entire agreement between JJE and Purchaser and there are no representations, warranties, conditions or guarantees, expressed or implied, statutory or otherwise, other than contained herein.
11. DISCLAIMER. Except as may be expressly set out in the Description of Equipment term of this Agreement there are no expressed or implied warranties on the part of JJE as to the quality, merchantability, capability or fitness for a particular purpose of the equipment which is the subject of this agreement.
12. INTEREST. Interest on any overdue payment shall be at the rate of eighteen (%) percent per annum, without prejudice to any other conditions of this Agreement.
13. INSURANCE. The Purchaser hereby undertakes to keep the Equipment fully insured against loss by reason of accident, fire, theft and all other risks to an amount not less than the amount owed to JJE, such insurance being payable to JJE, until the Purchase Price of the Equipment together with all interest and costs which may have been incurred, have been paid. The Purchaser undertakes to supply evidence of such insurance satisfactory to JJE upon demand. If the Purchaser does not place such insurance on the Equipment, JJE shall have the right to affect such insurance at the expense of the Purchaser, who hereby undertakes to pay the premium for the same.
14. TRADE-INS. The Purchaser hereby warrants and represents that all equipment and machinery granted, sold or assigned to JJE in connection with this Agreement in satisfaction of the Purchase Price or otherwise shall be free and clear of all liens, levies, charges and encumbrances. The Purchaser further agrees to indemnify and hold harmless JJE from and against liens, levies, charges and encumbrances that the Purchaser may be required to pay or discharge in respect of such machinery or equipment.
15. FURTHER ASSURANCES. This Agreement may be assigned by JJE without notice to Purchaser. Purchaser may not assign this Agreement without JJE's consent, which may be withheld at JJE's sole discretion. The Purchaser hereby authorizes JJE to file such financing statements and do such acts, matters and effects as JJE may deem appropriate to protect its interests in the Equipment until payment in full of the Purchase Price together with all amounts due hereunder.



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-94-2025: Appointing Timothy J. Sloth as Village Treasurer (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: November 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Rekurs every two years.

EXECUTIVE SUMMARY:

Section 2.20.010 (A) of the Village Code specifies that the "The Council shall appoint a Village Treasurer, who shall hold office for the term of two years from and after the first Tuesday in the month of May of the year in which the Village President is elected and until a successor has been appointed and qualified."

Finance Director Timothy J. Sloth has served in this position since October, 2015. Resolution No. R-94-2025 provides for his re-appointment until the next year in which the Village President is elected and a successor has been appointed.

RECOMMENDATION:

Consider adoption of Resolution No. R-94-2025 appointing Timothy J. Sloth as the Village Treasurer.

ATTACHMENTS:

1. Resolution No. R-94-2025: Appointing Timothy J. Sloth as Village Treasurer

RESOLUTION NO. R-94-2025

**A RESOLUTION
APPOINTING TIMOTHY J. SLOTH
AS VILLAGE TREASURER**

WHEREAS, Section 2.20.010 of the Winnetka Village Code authorizes the Village Council to appoint a Village Treasurer for a term of two years from and after the first Tuesday in the month of May of the year in which the Village President is elected, and until a successor has been appointed and qualified; and

WHEREAS, on November 14, 2023, pursuant to Resolution R-93-2023, the Village's Chief Financial Officer, Timothy J. Sloth, was appointed to serve as the Village Treasurer; and

WHEREAS, the Village Council desires to reappoint Mr. Sloth to serve as the Village Treasurer; and

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

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

SECTION 2: APPOINTMENT OF VILLAGE TREASURER. The Village Council hereby appoints Chief Financial Officer Timothy J. Sloth to serve as Treasurer for the Village of Winnetka effective November 14, 2023, and until: (i) the first Tuesday in the month of May of the next year in which the Village President is elected; and (ii) a successor has been appointed by the Village Council.

SECTION 3: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 18th day of November, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Ordinance No. MC-08-2025: Enacting a Home Rule Municipal Retailers' Occupation Tax and a Home Rule Municipal Service Occupation Tax (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 18, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

Staff initially proposed a Home Rule Sales Tax to Council as part of the presentation of the 2025 Annual Budget on November 1, 2024. Council directed Staff to gather more information and bring back for Council review in 2025. At the July 8, 2025, Village Council Study Session & Special Meeting, staff presented alternate forms of revenue for the Business District Revitalization Fund. At that meeting, Council provided policy feedback generally supportive of implementing a 1% Home Rule Sales Tax for inclusion in the FY2026 Annual Budget process. Before proceeding, Council directed staff to commence with a period of public engagement including direct outreach to the Chamber of Commerce and the local business community. At the August 19th Council meeting, staff updated Council on the status of that community outreach, which included direct communication to individual businesses, an online open house forum, and a presentation to the Chamber of Commerce. At the August 19, 2025 Council meeting, staff presented feedback to Council and the Chamber of Commerce Executive Director voiced support for 1% Home Rule Sales Tax and continued investment in the Village's Business Districts. At the September 9, 2025 Council meeting, Staff informed Council that a draft Ordinance implementing the 1% Home Rule Sales tax will be introduced when Council considers approval of the 2026 Annual Budget.

EXECUTIVE SUMMARY:

The proposed Home Rule Sales Tax will take effect July 1st and is expected to eventually generate \$1.5 million annually. For the FY2026 budget year, the tax is expected to generate approximately \$750,000 as the State will not begin collecting the tax until July 1, 2026. The revenue will be posted to the Business District Revitalization Fund and has been included as a funding source in the proposed 2026 Annual Budget and 5-Year Capital Improvement Plan.

RECOMMENDATION:

Consider introduction of Ordinance No. MC-08-2025, an ordinance enacting a home rule municipal retailers' occupation tax and a home rule municipal service occupation tax.

ATTACHMENTS:

1. Ordinance No. MC-08-2025: Enacting a Home Rule Municipal Retailers' Occupation Tax and a Home Rule Municipal Service Occupation Tax

AN ORDINANCE ENACTING A HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND A HOME RULE MUNICIPAL SERVICE OCCUPATION TAX

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, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the Village desires to adopt a home rule municipal retailers' occupation tax ("***Retailers' Occupation Tax***") and a home rule municipal service occupation tax ("***Service Occupation Tax***") pursuant to Sections 8-11-1 and 8-11-5, respectively, of the Illinois Municipal Code; and

WHEREAS, the Village Council has determined that it is appropriate, necessary and in the best interests of the Village and its residents, to enact the Retailers' Occupation Tax and the Service Occupation Tax, pursuant to this Ordinance;

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

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

SECTION 2: AMENDMENT TO TITLE 4 OF THE VILLAGE CODE. Title 4, titled "Revenue and Finance," of the Village Code is amended to add a new Chapter 4.48, titled "Home Rule Municipal Retailers' Occupation Tax," to read as follows:

"CHAPTER 4.48 HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX"

Section 4.48.010 Home rule municipal retailers' occupation tax.

- A. **Imposed; Rate. A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of the State of Illinois government, at retail in the Village at the rate of 1% of the gross receipts from such sales made in the course of such business while this Chapter is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-1 of the Illinois Municipal Code (65 ILCS 5/8-11-1).**
- B. **The tax imposed by this Chapter and Home Rule Municipal Service Occupation Tax, as set forth in Chapter 4.52, may not be imposed on tangible personal**

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

property taxed at the rate of 1% under the Retailers' Occupation Tax Act and the Service Occupation Tax Act.

- C. Under the Retailers' Occupation Tax Act and the Service Occupation Tax Act, this additional tax may not be imposed on the sales of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food that has been prepared for immediate consumption) and prescription and nonprescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.
- D. The tax imposed by this Chapter and all civil penalties that may be assessed as an incident of the tax, will be collected and enforced by the State of Illinois Department of Revenue. The Illinois Department of Revenue has the full power to administer and enforce the provisions of this Chapter."

SECTION 3: AMENDMENT TO TITLE 4 OF THE VILLAGE CODE. Title 4, titled "Revenue and Finance," of the Village Code is amended to add a new Chapter 4.52, titled "Home Rule Municipal Service Occupation Tax," to read as follows:

"CHAPTER 4.48 HOME RULE MUNICIPAL SERVICE OCCUPATION TAX

Section 17.16.020 Home rule municipal service occupation tax.

- A. Imposed; Rate. A tax is hereby imposed upon all persons engaged in the village in the business of making sales of service, at the rate of 1% of the selling price of all tangible personal property transferred by such serviceperson as an incident to a sale of service. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-5 of the Illinois Municipal Code (65 ILCS 5/8-11-5).
- B. The tax imposed by this Chapter and the Home Rule Municipal Retailers' Occupation Tax, as set forth in Chapter 4.48, may not be imposed on tangible personal property taxed at the rate of 1% under the Retailers' Occupation Tax Act and the Service Occupation Tax Act.
- C. Under the Home Rule Retailers' Occupation Tax Act and the Service Occupation Tax Act, this additional tax may not be imposed on the sales of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food that has been prepared for immediate consumption) and prescription and nonprescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.

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

- D. The tax imposed by this Chapter and all civil penalties that may be assessed as an incident of the tax, will be collected and enforced by the State of Illinois Department of Revenue. The Illinois Department of Revenue has the full power to administer and enforce the provisions of this Chapter.**

SECTION 4: TAXES IMPOSED. A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of the Illinois government, at retail in the Village, at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. A tax is hereby imposed upon all persons engaged in the Village in the business of making sales of service, at the rate of 1% of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. The “Retailers’ Occupation Tax” and “Service Occupation Tax” may not be imposed on tangible personal property taxed at the rate of 1% under the Retailers' Occupation Tax Act and the Service Occupation Tax Act.

SECTION 5: ILLINOIS DEPARTMENT OF REVENUE TO ADMINISTER. The taxes hereby imposed pursuant to this Ordinance, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

SECTION 5: VILLAGE CLERK TO FILE ORDINANCE WITH ILLINOIS DEPARTMENT OF REVENUE. The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before April 1, 2026, so that the obligations to collect and remit the tax imposed in this Ordinance will be administered and enforced on and after July 1, 2026.

SECTION 6: REPLACEMENT OF CHAPTERS 4.24 AND 4.28 OF THE VILLAGE CODE. Chapter 4.24, titled “Municipal Retailers’ Occupation Tax,” and Chapter 4.28, titled “Municipal Service Occupation Tax,” are hereby replaced in their entirety pursuant to this Ordinance.

SECTION 7: REPEAL OF CONFLICTING PROVISIONS. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 8: 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 9: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage, approval and publication in the manner provided by law.

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

PASSED this 18 of November, 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: November 18, 2025

Passed and Approved: _____, 2025

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



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-90-2025: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026 (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 18, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget meeting on October 30 to review the proposed fiscal year 2026 budget. The proposed FY2026 budget is available on our website at <https://www.villageofwinnetka.org/> and is on file at Village Hall and the Library. The Resolution adopting the budget is distributed one meeting prior to adoption so the public has an opportunity to review the materials.

EXECUTIVE SUMMARY:

A Public Hearing on the budget was advertised in the November 8, 2025 edition of the Chicago Tribune for November 18, 2025 at 7:00 p.m. The 2026 Annual Budget totals \$116,208,338 of which 34% is for capital and infrastructure expense. The budget will result in an approximately 4.93% increase in costs (\$37.42 a month) for municipal services for a typical homeowner. The Village will consider adoption of this Resolution at the December 2, 2025 Council Meeting.

RECOMMENDATION:

- Conduct a public hearing on the 2026 Village of Winnetka Budget.
- Consider the introduction of Resolution No. R-90-2025, a Resolution Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026.

ATTACHMENTS:

1. Resolution No. R-90-2025: Adopting the Annual Budget for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026

RESOLUTION NO. R-90-2025

**A RESOLUTION
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2026
AND ENDING DECEMBER 31, 2026**

WHEREAS, the corporate authorities of the Village of Winnetka (“Village Council”) have previously adopted Sections 8-2-9.1 through 8-2-9.10 of the Illinois Municipal Code, establishing the office of budget officer and authorizing the adoption of the annual budget in lieu of an annual appropriation ordinance; and

WHEREAS, on October 30, 2025, the Village Council placed the proposed, tentative annual budget for the fiscal year beginning January 1, 2026, and ending December 31, 2026, on file at the office of the Village Manager, at the Winnetka Public Library, and on the Village of Winnetka web site (www.villageofwinnetka.org), and has made the proposed, tentative annual budget available for public inspection since that date; and

WHEREAS, on November 18, 2025, pursuant to notice published on Saturday, November 8, 2025, in the Chicago Tribune, a newspaper published and in general circulation in the Village of Winnetka, the Village Council held a public hearing on the proposed tentative annual budget; and

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, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, the Village Council finds that establishing an annual budget for the Village, including estimating revenues and recommending expenditures, is a matter pertaining to the affairs of the Village.

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

SECTION 1: The Annual Budget for the Village of Winnetka, which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein, is hereby adopted as the Annual Budget for the Village of Winnetka for the Fiscal Year beginning January 1, 2026 and ending December 31, 2026.

SECTION 2: The adoption of the foregoing annual budget shall be in lieu of the appropriation ordinance required in Section 8-2-9 of the Illinois Municipal Code.

SECTION 3: **Home Rule.** This Resolution is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 4: **Effective Date.** This resolution shall be in full force and effect immediately upon its adoption.

November 18, 2025

R-90-2025

ADOPTED this 18th day of November, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 18, 2025

Adopted: _____

NOTE:

EXHIBIT A IS THE COMPLETE BUDGET DOCUMENT, WHICH, DUE TO ITS SIZE, CANNOT BE REPRODUCED IN FULL IN THESE AGENDA MATERIALS.

THE COMPLETE BUDGET DOCUMENT CAN BE FOUND IN THE FISCAL TRANSPARENCY SECTION OF THE VILLAGE'S WEBSITE WHICH IS LINKED DIRECTLY BELOW:

<https://www.villageofwinnetka.org/277/Fiscal-Transparency>

THE COMPLETE BUDGET ALSO REMAINS AVAILABLE FOR INSPECTION IN THE VILLAGE MANAGER'S OFFICE AND AT THE WINNETKA PUBLIC LIBRARY. THE COMPLETE, FINAL BUDGET WILL BE APPROPRIATELY LABELED AND WILL BE ATTACHED TO AND MAINTAINED WITH THE ORIGINAL BUDGET RESOLUTION FOLLOWING ITS ADOPTION.



Agenda Item Executive Summary

TITLE: Resolution No. R-91-2025: Establishing Rates and Fees Related to Utility Services (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 18, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget review meeting on October 30, 2025 to review the proposed fiscal year 2026 budget. The Village Council sets utility fees annually by resolution during the budget approval process.

EXECUTIVE SUMMARY:

Because of the projected capital needs of the electric, water, and refuse utilities, rate adjustments for each are proposed and incorporated in the FY 2026 budget. Water rates derived from the 2025 Water Rate Study are implemented in the proposed rate resolution. A typical resident will see an average increase in their water bill of 8% which consists of a 7.1% increase in the volumetric charge and a \$2.04 increase in the fixed monthly service fee. Electric rates include an 6.5% average increase across all customer types. Rate adjustments are comprised of changes to the volumetric (kWh) rate and the customer charge. Residential refuse rates are increasing by 6.5% for all customers, while commercial refuse fees will see a rate increase of 10%. Sanitary service charges are increasing inline with the water rates with an average increase of 8.0%. The Stormwater sewer fee is proposed to increase 5%. The rate increases identified above are driven by projected increased capital costs over the next 5 years. The Village will consider adoption of this Resolution at the December 2, 2025 Council Meeting.

RECOMMENDATION:

Consider introduction of Resolution No. R-91-2025, a Resolution Establishing Rates and Fees Related to Utility Services.

ATTACHMENTS:

1. Resolution No. R-91-2025: Establishing Rates and Fees Related to Utility Services

**A RESOLUTION ESTABLISHING RATES AND FEES
RELATED TO UTILITY SERVICES**

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, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, the Village of Winnetka (“Village”) owns, operates, and provides the following services in the Village (collectively, “*Utility Services*”): (i) a water utility that provides water service; (ii) an electric utility that provides electric service; (iii) a public sewer system; (iv) a municipal waste system that provides for the collection, transportation and disposal of refuse and yard waste; and (v) a public stormwater utility to provide stormwater management services; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to charge fees for Utility Services; and

WHEREAS, the President and Village Council have determined that adoption of this Resolution will serve and be in the best interest of the Village of Winnetka;

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

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

SECTION 2: FEES FOR WATER.

A. **Water Rates.** Each customer using water furnished by the Village of Winnetka Water and Electric Department shall be charged for such service in accordance with the following Schedules of Volumetric Water Rates and Water Customer Charges, as provided in Section 13.04.040 of the Winnetka Village Code:

[Remainder of this page intentionally left blank.]

SCHEDULE OF VOLUMETRIC WATER RATES

<u>Type of Customer</u>	<u>Rate</u>
Service within corporate limits	\$67.67 per 1,000 cubic feet, as metered
Service outside of corporate limits	\$121.13 per 1,000 cubic feet, as metered
Service to Village of Northfield:	Rate established by agreement approved by resolution of the Village Council
Wholesale Rate	Rate equal to "Service to Village of Northfield" rate
Special Service	\$51.05 per 1,000 cubic feet, as metered

SCHEDULE OF WATER CUSTOMER CHARGES

<u>Type of Customer (Meter Size)</u>	<u>Monthly Service Charge</u>
Less than or equal to One Inch (1")	\$ 15.61
One and One Half Inches (1.5")	\$ 22.55
Two Inches (2")	\$ 32.06
Three Inches (3")	\$ 102.14
Four Inches (4")	\$ 128.10
Six Inches (6")	\$ 188.68
Eight Inches (8")	\$ 257.84

B. Disconnection/Reconnection Fees. The following fees shall be charged and collected for service calls to either disconnect or reconnect service as the result of nonpayment, as provided in Section 13.04.060 of the Winnetka Village Code:

SERVICE DISCONNECTION OR RECONNECTION FEE

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$100.00 per service dispatch
All other times (evenings, nights, weekends and holidays)	\$448.00 per service dispatch

C. Water Service Tap Fees. The following fees shall be charged for the installation of water connections, as provided in Section 13.04.100 of the Winnetka Village Code:

WATER SERVICE TAP FEES

<u>Water Tap Size</u>	<u>Water Main Size</u>	<u>Fee</u>	<u>Service Included in Fee</u>
1 1/2" or less	8" or less	\$1,950	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
1 1/2" or less	10" – 12"	\$2,350	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection

<u>Water Tap Size</u>	<u>Water Main Size</u>	<u>Fee</u>	<u>Service Included in Fee</u>
1 1/2" or less	16" – 20"	\$3,250	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	8" or less	\$2,050	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	10" – 12"	\$2,450	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
2"	16" – 20"	\$3,350	Making tap, tapping sleeve, corp. stop, curb stop and box, and inspection
4"	4"	\$2,600	Making tap, tapping sleeve and valve, and inspection
4"	6"	\$3,000	Making tap, tapping sleeve and valve, and inspection
6"	6"	\$3,500	Making tap, tapping sleeve and valve, and inspection
4"	8"	\$3,600	Making tap, tapping sleeve and valve, and inspection
6"	8"	\$4,200	Making tap, tapping sleeve and valve, and inspection
8"	8"	\$4,750	Making tap, tapping sleeve and valve, and inspection
4"	10"	\$4,800	Making tap, tapping sleeve and valve, and inspection
6"	10"	\$4,900	Making tap, tapping sleeve and valve, and inspection
8"	10"	\$5,300	Making tap, tapping sleeve and valve, and inspection
4"	12"	\$4,800	Making tap, tapping sleeve and valve, and inspection
6"	12"	\$4,900	Making tap, tapping sleeve and valve, and inspection
8"	12"	\$5,325	Making tap, tapping sleeve and valve, and inspection

For all taps 4" and larger, valve vaults meeting Water and Electric Department specifications must be furnished by the customer's plumber, at the customer's cost. Other size taps may be made only with the consent of the Water and Electric Department, at the customer's cost.

D. Water Meter Fees. The following fees shall be charged for the water meters provided by the Village, as provided in Sections 13.04.030 and 13.04.100 of the Winnetka Village Code:

WATER METER FEES

<u>Meter Size</u>	<u>Cost</u>
5/8"	\$550
3/4"	\$600
1"	\$725
1 1/2"	\$950
2"	\$1,100

Spreader and valves on both sides of meter must be installed by the customer's plumber, at the customer's cost. Other sizes of meters may be required or permitted, as determined by the Water and Electric Department, based on the characteristics of the proposed service.

Such other installations shall require the written approval of the Water and Electric Department, and the entire cost of the purchase and installation shall be borne by the customer.

E. Replacement of Touchpad Fees. The following fees shall be charged for replacement of removed touchpads and replacement of the touchpad wiring:

Replacement of Touchpad	\$150.00
Replacement of Touchpad Wiring	\$450.00

F. Temporary Water Service Fees. Pursuant to Section 13.04.150 of the Winnetka Village Code, temporary water service provided during building construction shall be billed at the rate applicable to the use specified in the building permit.

G. Construction Temporary Water Service Fees. Bulk water provided from the fire hydrant located at the Village's Public Works Facility for construction projects will be billed at the unincorporated water rate. The minimum daily charge will be \$50. At the discretion of the Water and Electric Director, the water rate can be waived for contractors performing Village work.

SECTION 3: FEES FOR ELECTRICITY.

A. Definitions. As used in this Section 3, the following terms, phrases and words and their derivations shall have the meanings given in this section, unless the context or use clearly indicates another or different meaning is intended:

Customer Charge: A fixed charge based on the type of service rather than the amount of electricity used.

Demand Charge: A charge based on the rate at which electric energy is delivered, expressed in kilowatts (kW), averaged over a 30-minute period.

Energy Charge: A volume-based charge for energy used.

Load Factor: The ratio of energy used to the maximum energy consumption for a given monthly peak demand.

On-peak Demand: A peak demand that occurs between the hours of 3:00 p.m. and 9:00 p.m.

Off-peak Demand: A peak demand that occurs between after 9:00 p.m. and before 3:00 p.m.

Primary Lines: High voltage power lines

Secondary Lines: Low voltage power lines that extend from the high voltage Primary Lines and distribute electricity to individual property lines.

Service Lines: The power lines that extend from the Secondary Lines to the individual meter connections located on each parcel of property that receives electric service.

B. Season Rates. Separate summer and winter rates shall be established for demand charges and energy charges. Pursuant to Section 13.08.150 of the Winnetka Village Code, summer rates shall be in effect for each of the four consecutive months with ending metered dates on or after June 1 of each year.

C. Electric Rates. Each customer using electricity furnished by the Village of Winnetka Water and Electric Department shall be charged for such service in accordance with the following schedule of electric rates, as provided in Section 13.08.040 of the Winnetka Village Code:

1. Customer Charge: Each customer shall be charged a monthly customer charge according to the schedule below:

SCHEDULE OF ELECTRIC CUSTOMER CHARGES

<u>Type of Customer (Rate Code)</u>	<u>Monthly Service Charge</u>	
Rate 1: Residential	\$23.90 Single Phase	\$33.00 Three Phase
Rate 2: Space Heating	\$28.04 Single Phase	\$36.49 Three Phase
Rate 3: Commercial	\$44.80 Single Phase	\$53.25 Three Phase
Rate 4: School and Government (<1000kW)	\$71.16 Single Phase	\$80.91 Three Phase
Rate 4: School and Government (>1000kW)	\$156.27 Single Phase	\$164.64 Three Phase
Rate 6: Water Heating	\$13.19 Single Phase	\$21.98 Three Phase
Rate 7: Large Residential	\$23.90 Single Phase	\$33.00 Three Phase
Rate 8: Street Lights	\$0.00 Single Phase	\$0.00 Three Phase

2. Energy and Demand Charges: In addition to the Customer Charge, each customer shall pay energy and demand charges at the rates set forth in the following Schedule of Energy and Demand Charges:

SCHEDULE OF ENERGY AND DEMAND CHARGES

Rate 1 - Residential: (Section 13.08.080 of the Winnetka Village Code)

Energy Charge

Summer Rate	\$0.1905 per kWh
Winter Rate	\$0.1787 per kWh

Rate 2 - Space Heating Customers: (Section 13.08.090 of the Winnetka Village Code)

Energy Charge

Summer Rate	\$0.1885 per kWh
Winter Rate	
First 750 kWh	\$0.1714 per kWh
All over 750 kWh	\$0.1166 per kWh

Rate 3 - Commercial: (Section 13.08.100 of the Winnetka Village Code)

Demand Charge

Summer Rate

First 50 kW \$0.00 per kW

All over 50 kW \$23.02 per kW

Winter Rate

First 50 kW \$0.00 per kW

All over 50 kW \$21.10 per kW

Energy Charge

Summer Rate

First 15,000 kWh \$0.1870 per kWh

All over 15,000 kWh \$0.1358 per kWh

Winter Rate

First 15,000 kWh \$0.1700 per kWh

All over 15,000 kWh \$0.1358 per kWh

Rate 4 - School and Government: (Section 13.08.110 of the Winnetka Village Code)

(a) With an annual peak demand of up to 1,000 kW:

Demand Charge

Summer Rate \$21.18 per kW

Winter Rate \$18.35 per kW

Energy Charge

Summer Rate

First 100,000 kWh \$0.1153 per kWh

Over 100,000 kWh \$0.0996 per kWh

Winter Rate

First 100,000 kWh \$0.1049 per kWh

Over 100,000 kWh \$0.0996 per kWh

(b) With an annual peak demand exceeding 1,000 kW:

Demand Charge

Summer Rate

On Peak \$22.19 per kW

Off Peak \$15.25 per kW in excess of On Peak Demand

Winter Rate

On Peak \$19.80 per kW

Off Peak \$15.25 per kW in excess of On Peak Demand

Energy Charge

Summer Rate

First 100,000 kWh \$0.1153 per kWh

Over 100,000 kWh \$0.0996 per kWh

Winter Rate

First 100,000 kWh \$0.1049 per kWh

Over 100,000 kWh	\$0.0996 per kWh
Load Factor Credit	(\$0.005) per kWh for kWh in excess of 50% based upon the on peak demand

Rate 6 - Water Heating: (Section 13.08.120 of the Winnetka Village Code)

Energy Charge	
Summer Rate	\$0.1890 per kWh
Winter Rate	\$0.1890 per kWh

Rate 7 - Large Residential: (Section 13.08.130 of the Winnetka Village Code)

Demand Charge	
Summer Rate	\$19.76 per kW
Winter Rate	\$17.48 per kW
Energy Charge	
Summer Rate	\$0.1420 per kWh
Winter Rate	\$0.1300 per kWh

Rate 8 - Street Lights: (Section 13.08.140 of the Winnetka Village Code)

Energy Charge	
Summer Rate	\$0.1828 per kWh
Winter Rate	\$0.1828 per kWh

D. Wholesale Power Purchase Cost Adjustment.

1. Wholesale Power Purchase Cost Adjustment formula: The electric system's cost of purchasing power shall be estimated at least once per year. Pursuant to Section 13.08.160 of the Winnetka Village Code, the Wholesale Power Purchase Cost Adjustment shall be calculated as the difference between the estimated annual cost per kWh of purchasing power and the 12-month rolling average cost of power calculated bimonthly. If the actual 12 month rolling average cost of power calculated bimonthly on a per kWh basis exceeds the estimated cost, the shortage shall be recovered by billing all customers at the same amount per kWh in the next bimonthly cycle. If the estimated annual cost per kWh of purchasing power exceeds the actual 12 month rolling average cost of power calculated bimonthly on a per kWh basis, the excess shall be credited to all customers at the same amount per kWh in the next bimonthly cycle.

E. Renewable Energy Production Credit.

1. Terms:

- a. Eligible Customer. A customer of the Village's Electric Utility who satisfies all of the requirements of Section 13.08.260 of the Winnetka Village Code.
- b. Renewable Energy Production Credit, or REPC, means the actual credit as calculated pursuant to the formula in subsection 2, below.
- c. Renewable Energy, or RE, means the amount of energy, measured in kWh, delivered to the Village by an Eligible Customer.
- d. Summer Energy Cost, or SEC, means the energy charge during the defined summer months utilizing the applicable rate category (section 13.08.080 of the Winnetka Village Code).
- e. Wholesale Purchase Power Cost, or WPPC, means the allocation on a per kilowatt hour basis of the total annual cost of purchasing power shown in the annual budget line item for "Purchased Power."

2. Calculation of REPC:

Summer Rate $REPC = (RE \times SEC)$

Winter Rate $REPC = (RE \times WPPC)$

- 3. REPC Carry-forward: If the REPC exceeds the cost of the power and energy billed to the Eligible Customer by the Village in a billing period, the excess REPC will be carried forward from one billing period to the next, except that no amount shall be carried forward past the end of the calendar year and that any amount of energy in kWh reflected in carry-forward credits remaining at the end of the calendar year shall be deemed to have been provided to the Village at no charge.
- 4. No Refunds or Transfers: No Eligible Customer whose electric service is terminated shall be entitled to a refund of any REPC balance, regardless of the reason for the termination of service. Nor shall any Eligible Customer be entitled to transfer any REPC balance to a succeeding customer upon the termination of the Eligible Customer's electrical service, regardless of the reason for the termination of service. Upon the termination of an Eligible Customer's electric service, the Eligible Customer's account shall be closed and any amount of kWh reflected in any REPC balance in existence at the time the account is closed will be deemed to have been provided to the Village, at no charge.

F. Municipally Owned Electric Vehicle Charging Station (for public use). The energy charge for municipally owned electric vehicle charging station (for public use) shall be according to the following schedule:

1. Standard Charging Station (Level 2)
Weekdays, 4:00 P.M. to 7:00 P.M. \$0.40 per kWh.
All days, all other times \$0.20 per kWh
2. Fast Charging Station (Level 3)
All days, at all times \$0.65 per kWh

G. Undergrounding Surcharge. Pursuant to Section 13.08.240 of the Winnetka Village Code, the following surcharges are hereby established for the undergrounding of transmission and distribution lines:

RATE U - UNDERGROUNDING SURCHARGE

1. **Surcharge:** Except as provided in subsection (c), each customer located in a Project Area within which the Primary Lines and Secondary Lines are placed underground pursuant to Section 13.08.230 of the Winnetka Village Code shall be subject to an undergrounding surcharge. The surcharge shall be charged monthly until the Applicable Project Cost, plus interest on the unpaid balance at a rate of 7% per annum, is fully paid. The surcharge shall not be charged for more than 60 consecutive months. The surcharge amount shall be as follows:

Surcharge UA Monthly surcharge of \$100 if Applicable Project Cost equals \$5,000 or less.

Surcharge UB Monthly surcharge of \$150 if Applicable Project Cost is greater than \$5,000 but does not exceed \$7,500.

Surcharge UC Monthly surcharge of \$200 if Applicable Project Cost is greater than \$7,500 but does not exceed \$10,000.

Surcharge UD Monthly surcharge of \$250 if Applicable Project Cost is greater than \$10,000 but does not exceed \$12,500.

2. **Definitions:** The following definitions shall be used in determining the undergrounding surcharge:

Project Area: The service area covered by a petition for undergrounding, as determined by the Director of Water and Electric, and shall include the Primary Lines, Secondary Lines and Service Lines within that service area.

Project Costs: All direct costs of undergrounding the Primary Lines and Secondary Lines in the Project Area (“Cost 1”). For customers with overhead Service Lines, the direct costs of undergrounding overhead Service Lines in the Project Area (“Cost 2”) shall be included in the Project Costs in addition to Cost 1. Direct costs shall include, but not be limited to, labor, materials, recording of easements and the cost of relocating all related electric utility facilities and equipment, such as pad mount transformers and switch gear.

Project Cost_{UG}: The Project Cost per customer with underground Service Lines, which shall be determined by dividing Cost 1 by the number of customers in the Project Area.

Project Cost_{OH}: The Project Cost per customer with overhead electric service, which shall be determined by dividing Cost 2 by the number of customers in the Project Area with overhead electric service and adding the resulting amount to Project Cost_{UG}.

Applicable Project Cost: The Project Costs as allocated to the individual customers in the Project Area. The Applicable Project Cost for each customer with underground Service Lines shall be Project Cost_{UG}. The Applicable Project Cost for each customer with overhead Service Lines shall be Project Cost_{OH}.

3. **Exceptions to Surcharge:** The undergrounding surcharge shall not be charged to any customer in the Project Area who pays the Applicable Project Costs in full before the project begins.

G. **Disconnection or Reconnection Fee.** The following fees shall be charged and collected for service calls to disconnect or reconnect service as the result of nonpayment, as provided in Section 13.08.060 of the Winnetka Village Code:

SERVICE DISCONNECTION OR RECONNECTION FEE

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$100.00 per service dispatch
All other times (Evenings, nights, weekends and holidays)	\$448.00 per service dispatch

H. **Replacement Touchpad.** The following fees shall be charged for replacement of removed touchpads and replacement of the touchpad wiring:

Replacement of Touchpad	\$150.00
Replacement of Touchpad Wiring	\$450.00

I. Removal and Reinstallation of Overhead Service Connection. The following fee shall be charged and collected for costs to disconnect, remove and reconnect an overhead service conductor for construction activities:

<u>Time of Service Call</u>	<u>Fee</u>
During regular business hours (Monday through Friday, except for holidays, from 7:30 a.m. to 3:00 p.m.)	\$450.00
All other times (Evenings, nights, weekends and holidays)	\$1,200.00

J. Cost of Adding, Upgrading and Underground Electric Services. The costs of installing new electric service, upgrading electric service to increase capacity and converting overhead service to underground service shall be allocated as follows:

Installation and Ownership of Facilities: All existing facilities and equipment, and all facilities and equipment related to new service, upgraded service and underground conversions, up to the meter, shall be owned, operated and maintained by the Village of Winnetka Water and Electric Department. The meter pedestal or meter enclosure shall be provided by the customer, at the customer's expense, and shall be owned and maintained by the customer.

The Water and Electric Department shall install all new electrical service lines, all meters, all service upgrades and all conversions of overhead service to underground service, regardless of the party initiating the conversion, except that the Water and Electric Department shall not perform any work on the customer's side of the meter.

New Service or Increased Load: The following fees shall be charged for installing new or larger electric services:

Installation of a 200 Amp service (Includes conduits for communication conductors)	\$13,200
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Installation of a 400 Amp service (Includes conduits for communication conductors)	\$26,000
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Installation of three phase service

The costs of providing three phase electric service, including the cost of any necessary relocation, replacement or extension of the primary, secondary lines and transformers to which the service line is connected, shall be paid for by the customer requesting the new or increased three phase service.

If a primary or secondary line must be relocated, replaced or extended in order to install a new service or to increase the load capacity of an existing service, any customer who connects to such primary or secondary line within five years after its installation may be required to pay that customer's pro rata share of such costs. The Village Manager, in the exercise of his discretion, may enter into a written agreement with the initial requesting customer and establish terms for the payment of such costs, which may include a recapture provision that provides for the Village to refund such pro rata costs, less administrative costs in the amount of 10% of the recaptured amount, to the initial requesting customer.

Service Lines – Scheduled Conversion to Underground Service: A customer may choose either to maintain overhead service or to convert his service line from overhead service to underground service in conjunction with the Water and Electric Department's planned conversion undergrounding of the primary and secondary lines to which the customer's service line is connected. If the customer elects to maintain overhead service, the Water and Electric Department will install, at no additional cost to the customer, a new pole as close to the service connection as the Department deems possible, placing the service line underground to the pole, installing a service riser to the top of the pole, and connecting an overhead line to the existing service connection.

If the customer elects to place the service line underground, the Water and Electric Department will do so, at no additional cost to the customer, provided the customer purchases the meter enclosure or meter pedestal and makes, at the customer's expense, all alterations necessary to relocate the meter and building service so as to connect to the underground service line in the location specified by the Water and Electric Department.

Underground Service – Customer Requested Conversion: All costs of converting overhead electrical service to underground electrical service, including the cost of any necessary relocation of the primary and secondary lines to which the service line is connected, shall be paid by the customer if it is requested by the customer and the conversion is not done as part of the Water and Electric Department's undergrounding program. If the customer is increasing the size of the service entrance equipment, the customer shall be charged in accordance with rates for New Service or Increased Load for the service connection work. Existing rear lot residential services will be relocated to the front of the building and the service connection shall be at a location specified by the Water & Electric Department. As part of the conversion, an electric meter located within the structure shall be relocated to the outside.

K. Temporary Electric Service. Pursuant to Section 13.08.210 of the Winnetka Village Code, temporary electric service provided during building construction shall be billed at the rate applicable to the use specified in the building permit.

SECTION 4: SANITARY SEWER FEES.

A. Sewer Service Volumetric Rates. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, at the rate of \$21.21 per 1,000 cubic feet of water supplied to those premises.

B. Sewer Service Customer Charge. Any person owning or occupying premises which are connected to the public sewers within the Village of Winnetka shall pay for such services, as provided in Section 13.12.010 of the Winnetka Village Code, a customer charge of \$3.00 per month.

C. Fee for Returned Payment. A fee of \$30.00 shall be charged for any payment that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 5: REFUSE FEES.

A. Definitions. All terms defined in Section 8.16.010 of Chapter 8.16 of the Winnetka Village Code, "Garbage and Refuse," shall have the same meaning when used in this Section 5.

B. Commercial Refuse Service Fees. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following monthly fees are hereby established for commercial refuse service, including apartments in commercial buildings:

SCHEDULE OF MONTHLY COMMERCIAL REFUSE SERVICE FEES

<i>Container</i> Volume per Pick-up	Number of Pickups Per Week						
	1	2	3	4	5	6	7
1 Cu.Yd.	\$62.98	\$113.94	\$155.93	\$205.40	\$244.38	\$290.86	\$341.84
1.5 Cu.Yd.	\$79.46	\$139.44	\$208.40	\$269.86	\$335.84	\$397.31	\$460.27
2 Cu.Yd.	\$92.82	\$173.92	\$257.87	\$340.33	\$418.30	\$500.76	\$577.23
3 Cu.Yd.	\$125.94	\$233.89	\$344.84	\$452.78	\$565.22	\$671.67	\$784.10
4 Cu.Yd.	\$161.92	\$281.86	\$431.78	\$565.22	\$701.65	\$757.13	\$967.02
6 Cu.Yd.	\$196.39	\$356.83	\$515.75	\$671.67	\$832.08	\$989.51	\$1,146.94
6 Cu.Yd.							
Compactor	\$233.89	\$418.30	\$602.71	\$784.10	\$967.02	\$1,146.94	\$1,332.85
35-65 Gal.	\$29.99	\$39.00	\$50.99	\$62.98	\$71.97	\$83.95	\$95.95
95 Gal.	\$39.45	\$62.98	\$83.95	\$113.94	\$133.44	\$157.43	\$182.92

[**Note:** Individual accounts will be charged a share of the monthly fees charged based upon the account's proportionate use of the container(s), as determined by the Winnetka Public Works Department.]

C. Residential Refuse Service Fees. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following fees and charges are hereby established for residential refuse service:

SCHEDULE OF RESIDENTIAL REFUSE SERVICE FEES

<u>Service</u>	<u>Charge</u>
Back Door - One pick-up per week of no more than two garbage cans of household rubbish	\$57.90 per month
Back Door - Two pick-ups per week of no more than two garbage cans of household rubbish	\$115.81 per month
Back Door – One pick-up per week of no more than four garbage cans of household refuse	\$80.50 per month
Curbside - One pick-up per week – 35-gallon container	\$31.18 per month
Curbside - One pick-up per week – 65-gallon container	\$41.68 per month
Curbside - One pick-up per week – 95-gallon container	\$52.11 per month
Curbside – Two pick-ups per week – 95-gallon container	\$110.01 per month
Curbside – One pick-up per week – Two or more 95-gallon containers	\$52.11 plus \$16.97 per container per month
Collection of household rubbish or garbage in excess of two garbage cans per pick-up	\$3.00 per sticker (one sticker required for each container)

D. Charges for Special Refuse Collections. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for special refuse collections:

SCHEDULE OF FEES FOR SPECIAL REFUSE COLLECTIONS

<u>Service</u>	<u>Charge</u>
Base Fee for special collections	\$44.09
Bulk pick-ups	
[Note: Bulk pick-ups are for light refuse other than liquids and yard waste.]	
Bulk pick-ups (<i>continued</i>)	
Up to 1.0 cubic yards	Base Fee
Over 1.0 cubic yards	Base Fee plus \$16.97 for each additional cubic yard or fraction thereof

<u>Service</u>	<u>Charge</u>
Hard-to-handle refuse [Note: Hard-to-handle refuse includes such miscellaneous rubbish as wood, fencing, carpeting, multiple pieces of furniture and cabinets, and construction materials such as wallboard, plaster and flooring, but shall not include liquids, soil, concrete and asphalt.]	Base Fee plus \$25.46 per cubic yard
Commercial Overflow Bulk pick-ups (pre-scheduled collection of regular bagged refuse only by commercial or institutional customers on regular service days)	\$16.97 per yard
Carts and roll-off boxes [Note: Charge is based on container size. Contents shall not include concrete, soil, asphalt or liquids]	
2.0 cubic yard	\$92.82
Daily holding fee (charged per day beginning on the 8 th day following delivery or tip)	\$2.00 per day

E. Yard Waste. Pursuant to Section 8.16.050 of the Winnetka Village Code, the following rates are hereby established for the removal of certain yard waste:

SCHEDULE OF YARD WASTE REMOVAL FEES

<u>Service</u>	<u>Charge</u>
Removal of yard waste Customer supplied bags (one sticker required per bag)	\$3.00 per sticker

SECTION 6: STORMWATER SEWER FEES. The fee for stormwater utility service provided in the Village of Winnetka pursuant to Chapter 13.16 of the Winnetka Village Code is hereby established at \$22.92 per month per Equivalent Runoff Unit (ERU), as defined in Section 13.16.04 of the Winnetka Village Code.

SECTION 7: FEE FOR RETURNED PAYMENT. A fee of \$30.00 shall be charged for any payment of fees charged pursuant to this Resolution that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 8: PAYMENT PERIOD; LATE FEES. All bills issued for Utility Services shall be paid in full within the payment period specified in the bill. The payment period shall be established by the Director of Finance and shall be no less than 21 nor more than 30 days from the date of the issuance of the bill. Pursuant to Sections 13.04.040.B, 13.08.040.B, 13.12.010.B, and 13.16.090.B of the Winnetka Village Code, if any bill for utility service is not paid within the specified payment period, a late payment penalty of 5% of the amount due shall be added to the bill and collected from the user.

SECTION 9: EFFECT OF RESOLUTION. The rates established in this Resolution shall apply to all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2026.

SECTION 10: REPEALER. Resolution R-84-2024 shall be repealed and shall no longer be in force and effect for all Utility Service usage that will be billed by the Village on bills with a billing date on or after January 1, 2026.

SECTION 11: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2025.

ADOPTED this 18th day of November, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 18, 2025

Adopted: _____



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-92-2025: Amending General, Building, and Miscellaneous Service Fees (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 18, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a budget review meeting on October 30, 2025 to review the proposed fiscal year 2026 budget. The Village Council sets general and building permit fees annually by resolution during the budget approval process.

EXECUTIVE SUMMARY:

There are not any material changes in fees that impact day to day services provided to Village residents or incorporated businesses. The Village Code requires that this Resolution be introduced at a meeting and adopted at a subsequent meeting. The Village will consider adoption of this resolution at the December 2, 2025 Council Meeting.

RECOMMENDATION:

Consider introduction of Resolution No. R-92-2025, a Resolution Amending General, Building, and Miscellaneous Service Fees.

ATTACHMENTS:

1. Resolution No. R-92-2025: Amending General, Building, and Miscellaneous Service Fees

RESOLUTION NO. R-92-2025

**A RESOLUTION
AMENDING GENERAL, BUILDING, AND
MISCELLANEOUS SERVICE FEES**

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, pursuant to which it has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to set rates and charge fees for various permits, licenses and services; and

WHEREAS, the President and Village Council have determined that adoption of this Resolution will serve and be in the best interest of the Village of Winnetka;

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

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

SECTION 2: GENERAL PERMIT, LICENSE AND REGISTRATION FEES. Fees are hereby established for certain permits, licenses and registrations, in the amounts and for the purposes set forth in the following Schedule of General Permit, License and Registration Fees, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

Note: Unless otherwise specifically provided in the following Schedule of General Permit, License and Registration Fees (“Schedule”), all annual permits, licenses and registrations provided for in this Schedule are due and payable on or before the beginning of the fiscal year (January 1) of each year, and remain in effect until the end of the fiscal year (December 31).

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Amusement Devices</i>		5.12.010
Daily	\$15.00	
Annual	\$25.00	
<i>Animals</i>		6.08.010
Dog License (Annual)		
Unspayed Female	\$15.00	
All Other Dogs	\$10.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Animals (cont'd)</i>		6.08.010
Replacement License	\$2.00	
Taking up or Impounding Dog	\$55.00	
<i>Bicycle Registration</i>	No Fee	10.32.060
<i>Charitable and Political Solicitation</i>	None	5.48.010
<i>Circuses and Carnivals (Daily)</i>	\$100.00	5.52.040
<i>Film Production Application Fees</i>		
Basic Application Processing Fee	\$1,000.00	5.20.070
Additional Application Processing Fee (Per Hour)	\$250.00	5.20.070
<i>Food Dealers</i>		
Restaurant Permit: (Annual, based on seating capacity)		5.24.010
1-20	\$35.00	
21-50	\$45.00	
51-100	\$50.00	
More than 100	\$75.00	
Fast Food/Drive-In	\$75.00	
Food Store Permit (Annual, per cash register)	\$25.00	5.24.010
Temporary Food Dealer (Daily)	\$15.00	5.24.010
Vending Machine Operator Permit (Annual, per machine)	\$15.00	5.24.010
Fireworks Display Permit	\$750.00	15.16.020
<i>Foresters, Tree Surgeons</i>		5.72.010
Annual License	\$15.00	
<i>Garbage and Refuse Scavenger</i>		8.16.040
Annual License	\$500.00	
<i>Junk Dealers (Annual)</i>		5.32.010
License, Base Fee	\$50.00	
Vehicle Fee (per vehicle)	\$25.00	
<i>Landscaper License</i>	\$25.00	5.78.020

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Laundries</i>		5.36.010
Annual Fee	\$15.00	
<i>Liquor Licenses</i>		
Class A Restaurant (Annual)	\$750.00	5.09.100
Class A-1 Restaurant w/ Limited Bar (Annual)	\$1,000.00	
Class A-2 Restaurant (Annual; Beer & Wine)	\$500.00	
Class A-3 Restaurant w/ Limited Bar (Annual; Beer & Wine)	\$750.00	
Class A-4 Specialty Restaurant (Annual; Wine)	\$500.00	
Class A-5 Specialty Restaurant (Annual; Wine)	\$500.00	
Class B - Grocery Store (Annual)	\$750.00	
Class C - Special Event (Daily)	\$25.00	
Maximum per event more than 2 days	\$75.00	
Class D – Package delivery service/mail (Annual; Retail)	\$150.00	
Class D-1 – Package delivery service/mail (Annual; Wholesale)	\$500.00	
Class E - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-1 - Limited Food Products Store (Annual; Wine)	\$500.00	
Class E-2 – Specialty Beverage Store (Annual; Wine and Beer)	\$500.00	
Class F Coffee Shop (Annual; Wine and Beer)	\$500.00	
Class P - Park District (Annual)	\$500.00	
Class X – Special Use (Daily)	\$25, Max \$75	
Class Y – Banquet Facilities	\$1,000.00	
Class W Wine Station Ride (eligible for A; A-1; A-2; A-3)	None	
<i>Parades and Processions</i>	None	10.08.060
<i>Pawnbrokers</i>		5.44.010
Annual Fee, per location	\$100.00	
<i>Public Garage and Service Station</i>		5.60.010
Base fee, annual	\$50.00	
For each fuel pump	\$5.00	
<i>Raffle, per event</i>	\$25.00	9.04.040
<i>Second Hand Dealers</i>		5.64.010
Annual Fee, per location	\$25.00	

<u>Type of Permit, License or Registration</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Special Event</i>		5.66.050
Application Fee	\$35.00	
User Fee	Actual Cost	See Section 7
<i>Taxicab Operator's License</i>	\$2.00	5.68.050
<i>Vehicle (Motor) Licenses</i>		10.12.030
Annual Fee	\$40.00	
Late Fee	\$20.00	
Semi-Annual Fee (if purchased after 6/30)	\$20.00	
Transfer Fee	\$1.00	

SECTION 3: PARKING PERMIT FEES. Pursuant to Chapter 10.24 of the Winnetka Village Code, titled, "Parking," the following fees are hereby established for parking permits:

SCHEDULE OF PARKING PERMIT FEES

Semi-Annual Parking Permits (Commuter Parking Permits)

Note: Semi-annual parking permits are issued for the periods of January through June and July through December. Purchase and refund amounts are prorated based on the month in which the purchase or refund request is made. Only persons who reside in the Village of Winnetka, and who have a current Village vehicle sticker for a vehicle registered with the State to a Winnetka address, are eligible for the resident fee.

<u>Month of Purchase or Refund</u>	<u>Purchase Cost</u>		<u>Refund Amount</u>	
	<u>Resident</u>	<u>Non-Resident</u>	<u>Resident</u>	<u>Non-Resident</u>
January or July	\$100.00	\$220.00	\$83.33	183.33
February or August	83.33	183.33	66.67	146.67
March or September	66.67	146.67	50.00	110.00
April or October	50.00	110.00	33.33	73.33
May or November	33.33	73.33	16.67	36.67
June or December	16.67	36.67	—	—

Annual Parking Permits (Not refundable)

Business District Employee Parking Permit	\$10.00
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Daily Parking Permits (Not refundable)

Commuter Parking Lots	\$3.00
Business District Employee Parking	\$3.00
Banquet Parking Permit	\$3.00

Remote Lot Parking Permits (Public Works Yards)

Semi-annual charge per vehicle	\$120.00
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Note: The Village Manager may issue permits to allow parking on a limited basis at the Village's landfill site, 1390 Willow Road, by businesses located in the Village of Winnetka, including but not limited to the United States

Postal Service, for parking of their fleet vehicles, and by businesses located in the Village of Winnetka that are engaged in the retail sale of automobiles, for parking of their sales inventory. The Village Manager shall determine the number and location of such spaces that may be made available on the site may vary from time to time. Such space shall be limited to areas of the site that the Village Manager determines will not interfere with the Village’s use of the site. Requests for such parking shall be made directly to the Village Manager. Remote parking spaces shall not be available for the general public.

Valet Parking Permit Application

Fee for one calendar year from the	\$250.00
Date of issuance of permit (5.76.030)	

SECTION 4: FEES FOR VEHICLE IMPOUNDMENT AND TOWING. Fees and charges are hereby established for the impoundment, towing and storage of vehicles upon the issuance of a final notice for unpaid parking tickets, as set forth in the following Impoundment and Towing Fee Schedule, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

IMPOUNDMENT AND TOWING FEES

<u>Type of Fee</u>	<u>Fee Amount</u>	<u>Conditions for Payment or Refund</u>
<i>Impoundment</i>	\$200.00	Payment is required prior to release of vehicle. Payment will be refunded if the hearing officer determines that the impoundment was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Towing and/or Storage - Private Contractor</i>	Actual cost as billed by the towing or impounding facility	Payment is required prior to release of towed, removed, relocated and/or stored vehicle. Payment will be refunded if the hearing officer determines that the towing, removal, relocation and/or storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.
<i>Storage on Village Property</i>	\$10.00 per day, per vehicle	Payment is required prior to release of stored vehicle. Payment will be refunded if the hearing officer determines that the storage was not conducted in accordance with the procedural requirements of Village Code Section 10.24.130.

<u>Type of Fee</u>	<u>Fee Amount</u>	<u>Conditions for Payment or Refund</u>
<i>Collateral</i>	100% of the amount of all outstanding fines due, as stated in the final notice.	Payment is required prior to release of impounded, towed, removed, relocated and/or stored vehicle. Payment is also required before a request for a judicial proceeding made pursuant to a “final notice” is processed. Payment will be refunded if, as the result of the dismissal of outstanding or unsettled traffic violation notices, judgments and/or warrants by a court of competent jurisdiction, the impounded or removed vehicle is subject to fewer than five unsatisfied fines for violation of any parking ordinance of the Village.

SECTION 5: MISCELLANEOUS SERVICE FEES. Fees are hereby established for the following certain miscellaneous services and purchase items in the amounts and for the purposes set forth in the following Schedule of General Permit, License and Registration Fees, pursuant to the sections of the Winnetka Village Code (“Code”) referred to therein:

SCHEDULE OF GENERAL PERMIT, LICENSE AND REGISTRATION FEES

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Ambulance Services - Residents</i>		2.52.040
Advanced Life Support – Level 1	\$725.00	
Advanced Life Support – Level 2	\$775.00	
Basic Life Support	\$575.00	
Mileage Charge (per loaded patient mile)	\$12.00	
<i>Ambulance Services – Non-Residents</i>		
Advanced Life Support – Level 1	\$900.00	
Advanced Life Support – Level 2	\$950.00	
Basic Life Support	\$700.00	
Mileage Charge (per loaded patient mile)	\$12.00	

Pursuant to participation in the Ground Emergency Medical Transportation (GEMT) Program, rates for Medicaid claims shall be set by the approved rate sheet received by the Illinois Department of Healthcare and Family Services (HFS) and/or the federal Centers for Medicare and Medicaid Services (CMS) reflecting the actual cost incurred for transport of residents and nonresidents.

<i>Audit (Print copy)</i>	\$35.00
<i>Annual Budget (Print copy)</i>	\$35.00
<i>Certified copies (per certification)</i>	\$1.00

<u>Miscellaneous Service Fees</u>	<u>Amount of Fee</u>	<u>Code Section</u>
<i>Comprehensive Plan</i>		
With Maps	\$35.00	
Without Maps	\$8.50	
<i>Copying, Scanning and Printing Charges</i>		
In-house copying		
Black & White, 8½" x 11" (per side)	\$0.15	
Black & White, 8½" x 14" (per side)	\$0.15	
Black & White, 11" x 17" (per side)	\$0.50	
Color, 8½" x 11" (per side)	\$0.50	
Color, 8½" x 14" (per side)	\$1.00	
Color, 11" x 17" (per side)	\$1.00	
Out-sourced copying	Actual Cost	
Oversize documents (plats, etc.)	Actual Cost	
<i>Credit Card Fee</i>		
For credit card payments over \$10,000	3%	
<i>Fire Alarm Monitoring Services</i>	\$61.00	
(direct connections to Village's fire alarm monitoring system only)	per month	
<i>Kenilworth Fire Service</i>		R-114-2022
Annual amount per IGA (2023)	\$491,137	
<i>Other, Unspecified Services</i>	Actual Cost	
<i>Special Detail Police Services</i>	\$75.00 per hour	
<i>Street Cleaning</i>	\$550.00	
<i>Unincorporated Fire Service</i>		13.040.120
Annual amount per Contract address	\$1,556.34	
<i>Winnetka Village Code</i>	\$200.00	
<i>Winnetka Zoning Ordinance</i>	\$10.00	

SECTION 7: FEES FOR SPECIAL SERVICES, FILM PRODUCTION AND SPECIAL EVENTS. Services provided or performed in conjunction with film production permits issued pursuant to Chapter 5.20 of the Winnetka Village Code and in conjunction with special event permits issued pursuant to Chapter 5.66 of the Winnetka Village Code shall be subject to the following fee schedule:

SCHEDULE OF SPECIAL SERVICE FEES

Note: The following hourly rates shall be assessed for: (i) all services provided in conjunction with film production and film production permits issued pursuant to Chapter 5.20 of the Village Code; (ii) all services provided in conjunction with film special events and events subject to special events permits issued pursuant to Chapter 5.66 of the Village Code; and (iii) all other non-standard services provided by Village personnel and all other uses of Village equipment not subject to specific fees set out in either this resolution.

<u>Department</u>	<u>Hourly Rate</u>
<i>Village Administration & Finance Departments</i>	
Village Manager	\$400
Assistant Village Manager	\$330
Village Attorney	\$400
Department Head	\$330
Supervisory Personnel	\$220
Clerical/Support Staff	\$220
<i>Police Department</i>	
Command Staff (Deputy Chief, Commanders)	\$275
Sergeants	\$220
Administrative Services Manager	\$220
Patrol Officers	\$185
Support Staff	\$160
Vehicles	\$60
<i>Fire Department</i>	
Command Staff (Deputy Chief, Captains)	\$275
Lieutenants	\$220
Fire Medics	\$185
Support Staff	\$160
Light Vehicles	\$70
Ambulance	\$125
Fire Truck / Engine	\$530
<i>Public Works</i>	
Supervisory	\$220
Engineers	\$220
Maintenance Workers	\$160
Light Trucks	\$70
Medium Trucks	\$100
Heavy Trucks, Refuse Trucks, Street Sweepers	\$150
<i>Community Development</i>	
Assistant Director	\$275
Planners, Architect	\$220
Inspectors	\$185

<u>Department</u>	<u>Hourly Rate</u>
Clerical / Support Staff	\$160
Vehicles	\$60
<i>Water & Electric</i>	
Assistant Director	\$275
Supervisory	\$220
Plant Operators	\$185
Linemen	\$185
Clerical / Support Staff	\$160
Light Trucks	\$70
Medium Trucks	\$100
Heavy Trucks, Boom Trucks	\$150

SECTION 8: BUILDING PERMIT, LICENSE AND REGISTRATION FEES.

Pursuant to the sections of the Winnetka Village Code (“Code”) referred to in the following Schedule Building, Zoning and Construction Activity Fees (“Fee Schedule”), there are hereby established certain permit, license and registration fees, in the amounts and for the purposes set forth in said Fee Schedule:

[Remainder of this page intentionally left blank.]

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

WORK PERFORMED WITHOUT PERMITS (SECTION 15.32.010)

All permit fees for work performed without a required permit shall be double the amount of the fees for the required permits.

PERMIT DEPOSITS (SECTIONS 15.32.020, 15.54.120)

[Note: Deposits must be submitted with permit applications. The Village’s costs, including plan review and re-inspections, will be deducted from deposits. Deposit balances will be retained by the Village until a final certification of occupancy is approved.]

For Building Demolition Permits with site restoration or new building construction plans	\$ 5,000
For Construction and Demolition Debris Recycling	\$ 2,500
For Temporary Certificate of Occupancy	\$ 5,000
For Tree Replacement (for each inch of DBH)	\$ 300

PLAN REVIEW FEES (SEC. 15.32.020)

For all Building Permits, other than restrictive building permits:

- 15% of building permit fee, \$100 minimum.

For review of Construction Document Revisions

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

- \$20 for each review where original building permit was subject to minimum fee, building permit is not required, or revision is for a restrictive building permit.
- \$130 for all reviews of any revision to building permit construction documents that do **not** require zoning, engineering, and/or forestry reviews.
- \$170 for all reviews of any revision to building permit construction documents that require zoning, engineering, and/or forestry reviews for minor revisions (as determined by the Director of Community Development).
- 25% of original plan review fee for all reviews of any major revision to building permit construction documents (as determined by the Director of Community Development).

For engineering review required for building in the flood plain:

- Flood plain development review \$ 600
- Letter of Map Revisions (LOMR) review \$ 600

For plan reviews required for fire and life safety systems (Sec. 15.16.070)

- Fire Department review \$ 150
- Technical review services Actual cost

CONTRACTOR PERMIT BOND (Sec. 15.32.060)

[Note: Bond to be payable to the Village of Winnetka. Contractor may provide a certified copy of its current unified contractor bond in amount of no less than \$50,000, as on file with Cook County Clerk.] \$ 25,000

BUILDING PERMIT FEES (Sec. 15.32.020)

Alterations, including remodeling, additions to existing structures, and new primary structures, and for other construction activity not specified by Resolution of the Council ("Major Permits")

- \$30.00 per \$1,000.00 or fraction thereof of the estimated total project cost, \$100.00 minimum.

Alterations, including remodeling, and additions to a historic or architecturally significant structure granted the maximum building size bonus per Chapter 15.52 or Chapter 15.53 of the Village Code (Major Permit).

- \$20.00 per \$1,000.00 or fraction thereof of the estimated total project cost, \$100 minimum.

RESTRICTIVE PERMITS

Canopy/Awning (Sec. 15.44.030) \$ 90 each

[Note: Certificate of Appropriateness of Design may be required.]

Construction Trailers (Sec. 15.32.020) \$ 290 each

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Demolition (Sec. 15.52.020)

- For each accessory structure \$ 60
 - For demolition with building permit application and complete construction documents. \$16,070
 - For demolition with site restoration plan and schedule. \$16,070
- (Note: The \$16,070 includes \$600 reimbursement of payment made by Village of Winnetka to Winnetka Historical Society for research related to demolition of a primary structure)

Fences (Sec. 15.44.060) \$85 each

Historic Maximum Building Size – Alteration or Addition Administrative Review Escrow \$1,500

Roofing (Sec. 15.32.020 and 15.44.100) \$85 each

Signs (Sec. 15.60.140)

[Note: Signs may require Certificate of Appropriateness of Design.]

- For each non-illuminated sign \$ 80
- For each illuminated sign (includes electrical permit fee) \$195

Swimming Pools (Sec. 15.56.020) \$ 680

[Note: Includes electrical, plumbing and fence permits]

Tree Enhancement/Tree Protection Plan Review (Sec. 15.28.070)

- For each review per lot in development site \$ 100

Landscape/Tree Replacement Plan Review (Sec. 15.28.050 and 15.28.060)

- For each review per lot in development site \$ 100

Tree Removal Permit Fee (Sec. 15.28.040)

- For each tree \$ 75

Zoning Analysis, Pre-Building Permit Submittal \$100

ELECTRICAL PERMITS – For permits other than Major Permits, unless otherwise noted (Sec. 15.32.020 and 15.44.050)

- Base Fee for All Permits \$90
- Electrical Fixtures-outlets, receptacles and switches \$ 1.40
- Motors over 0.5 hp, per motor \$30
- New Service or Modifications to Existing Service Entrance Equipment
[Note: Permit fees are waived if modifications result from Water & Electric Department's scheduled undergrounding program.] \$70
- Temporary Service, per service – For All Permits, including Major Permits
 - Overhead \$ 450
 - Underground (excavation not included) \$ 740

PLUMBING AND MECHANICAL (HVAC) PERMITS (Sec. 15.32.020 and 15.44.050)

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Plumbing – For permits other than Major Permits

- Base Fee for All Plumbing Permits (includes 5 fixtures) \$ 90
- Plumbing Fixtures (beginning with the sixth fixture), per fixture \$ 13
- Process Piping for Heating System, per unit \$ 130

HVAC– For permits other than Major Permits

[Note: Exterior installations require zoning approval.]

- Base Fee for all HVAC Permits \$ 100
- For replacement of duct work only, per unit \$60
- For totally new system, per unit \$120
- For each roof-top unit, new or replacement \$130
- For each new or replacement AC unit, if total capacity on the property is 8 tons or more. \$ 130
- For minor heating/cooling/ventilation system items, per unit. \$ 35

Irrigation

- Base Fee \$ 105
- Per Sprinkler Head \$ 1.20

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

MISCELLANEOUS FEES

Construction & Demolition Debris (Sec. 15.54.080)	\$ 325
Development Agreement — Base Fee (Sec. 15.32.080(K))	\$1,500
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Development Agreement — Supplemental Fee (Sec.15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred, and shall be incorporated into the Development Agreement.	based on Staff time
Partial Permits (Sec. 15.32.110)	\$ 200
Permit Renewal (Sec. 15.32.200)	50% of total original building permit fee
Stop Work Order (Sec. 15.04.100)	
• 1 st Stop Work Order	\$ 325
• 2 nd Stop Work Order	\$ 650
• 3 rd Stop work Order	\$ 975
Temporary Certificate of Occupancy (Sec. 15.36.010)	\$ 350
Village Attorney Services (Sec. 5.66.040)	\$400 per hour,
For non-standard services related to post-approval implementation or amendment of development agreements, subdivisions and planned developments	½ hour increments

PETITION FILING FEES

Administrative Appeals

• Building Code Appeals (Sec. 15.72.010)	\$ 450
• Zoning Appeals (Sec. 17.72.010)	\$ 575
• Appeal of Landmark Preservation Commission Maximum Building Size Bonus Determination (Sec. 15.52.060 & 15.53.030)	\$250
• Appeal of Landmark Preservation Demolition Delay Determination Appeals (Sec. 15.52.070)	\$250

Certificate of Appropriateness of Design (Sec. 15.40.010)

• For each new primary structure or addition thereto	\$ 575
• For each existing structure	\$ 135
• For each application for signs, canopies, or awnings	\$ 70

Driveway Variation (Sec. 12.12.010 and 15.44.040)	\$ 275
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Flood Plain Variation (Sec. 15.68.100)	\$ 800
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SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Sign Variation (Sec. 15.60.250)	\$ 275
Historic Maximum Building Size Fees	
• Preliminary Property History Study Preparation Fee (Sec 15.53.020)	\$550
• Maximum Building Size Bonus Application Fee (Sec 15.53.020)	\$300
• Alteration or Addition Administrative Review Escrow (Sec.15.52.090 & 15.53.050)	\$1,500
[Note: Escrow fees must be submitted with applications. The Village's costs for an analysis prepared by an architectural historian, historic architect, or other similarly qualified professional will be deducted from the escrow fees. Escrow balances will be retained by the Village until the Director or Village Council, determine whether proposed alterations to the exterior or additions to a building would destroy the nature of a building's Critical Exterior Historical or Architectural Features and all third-party costs are paid by the Village. Additional funds may be required if insufficient to cover the Village's third-party costs.]	
Special Use Permit (Sec. 17.56.010)	\$ 1,200
Subdivision or Consolidation of Land – Base Fee (Sec. 16.04.040)	\$ 1,200
[Note: Base Fee includes standard staff review time and 3 hours of Village Attorney time.]	
Subdivision of Land – Supplemental Fee (Sec. 15.32.080(K))	Variable,
All Village costs in excess of those included in the Base Fee shall be based upon the actual time spent by the Village, plus costs incurred. For projects requiring a Development Agreement, the supplemental fee shall be incorporated into the Development Agreement.	based on Staff time
Zoning Map Amendment (Sec. 17.72.040)	\$ 2,500
Zoning Planned Development (Chapter 17.58)	\$ 1,200
Zoning Text Amendment (Sec. 17.72.040)	\$ 1000
Zoning Variation by Zoning Administrator (Minor Variation) (Sec. 17.60.015)	\$ 325
Zoning Variation by Zoning Board of Appeals (Standard Variation) (Sec. 17.60.020)	\$ 525
Zoning Variation by Ordinance (Major Variation)(Sec. 17.60.030)	\$ 1,000
STREETS, SIDEWALKS, DRIVEWAYS AND OTHER IMPERMEABLE SURFACES (Sec. 12.04.110)	
Driveway curb cut, new or enlarged (Sec. 12.12.010)	\$200
[Note: Includes right-of-way excavation fee.]	

SCHEDULE OF BUILDING, ZONING AND CONSTRUCTION ACTIVITY FEES

Right-of-way Excavation and/or Occupation, per excavation/occupation (Sec. 12.16.010 and 12.20.010)	\$ 200
Sewer, per sewer line type (Sec. 15.24.090)	\$150
Impermeable Surfaces (including driveways, sidewalks, patios, etc.) (For permits other than Major Permits)(Sec. 12.08.010)	\$75
Street Replacement (Sec. 12.04.20) • Noncompliance fee	\$5,000

[Remainder of this page intentionally left blank.]

SECTION 9: DETERMINATION OF CONSTRUCTION COSTS. In setting any fee based on the cost of construction, the Director of Community Development may use any of the following methods:

A. An estimate or contract in accordance with Section 15 of the Illinois Home Repair and Remodeling Act, 815 ILCS 513/15 furnished to the Director by the applicant for the permit;

B. A certification of the cost of construction from a licensed architect or a registered structural or professional engineer;

C. An affidavit from the owner or the owner's agent setting forth the estimated cost of the proposed work; or

D. A calculation to be made by the Director of Community Development, based on the most current edition of the RS Means Square Foot Costs Book.

E. A calculation, made by the Community Development Director, based on the most recent ICC Building Valuation Data; or

F. A calculation, made by the Community Development Director, based on an average of similar projects submitted within the last 12 months.

SECTION 10: FEE FOR RETURNED PAYMENTS. A fee of \$30.00 shall be charged for any payment of fees charged pursuant to this Resolution that is returned to the Village for any reason (excluding building permits), including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 11: FEE FOR RETURNED BUILDING PERMIT PAYMENTS. A fee in the amount of \$150.00 or 5% of the building permit fee, whichever is greater, shall be charged for any payment that is returned to the Village for any reason, including, but not limited to, insufficient funds, account closed, or referred to maker.

SECTION 12: REPEALER. Resolution R-85-2024 shall be, and is hereby, repealed and shall no longer be in force and effect from and after the passage of this Resolution and approval according to law.

SECTION 13: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law, but in no event prior to January 1, 2026.

ADOPTED this 18th day of November 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 18, 2025

Adopted: _____, 2025



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Ordinance No. M-15-2025: Levying Taxes for the Year 2025 (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 18, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Council has reviewed the proposed 2026 calendar year budget and the funding provided by property taxes to balance the budget. The proposed 2025 property tax levy will generate \$16,682,135 for village operations, an increase of \$383,138 or 2.35% from the prior year. The proposed increase in the tax levy is due to two factors:

- Capturing the impact of new development throughout the Village: .88%.
- Inflationary adjustment: 1.45%.

EXECUTIVE SUMMARY:

The 2025 property tax levy sets the amount of revenue to be raised from property taxes to fund Village operations. In Illinois, property taxes are paid a year in arrears. This means that the amount of money requested for the 2025 property tax levy will be received by the Village in calendar 2026.

RECOMMENDATION:

Consider adoption of Ordinance No. M-15-2025, an Ordinance Levying Taxes for the Year 2025.

ATTACHMENTS:

1. Ordinance No. M-15-2025: Levying Taxes for the Year 2025
2. Schedule of Property Tax Levy Calculations

ATTACHMENT 1

ORDINANCE NO. M-15-2025

AN ORDINANCE LEVYING TAXES FOR THE YEAR 2025

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, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, on December 3, 2024, the Council of the Village of Winnetka (“Village Council”) adopted Resolution No. R-83-2024, which budgeted \$42,820,192 to meet the expenses and liabilities of the Village for general corporate purposes and retirement fund contributions for the fiscal year beginning January 1, 2025, and ending December 31, 2025; and

WHEREAS, pursuant to page 431 of the budget approved on December 3, 2024, the Village Council has made its preliminary estimate of the 2025 levy, estimating that it is necessary to raise Seventeen Million Thirty-Two Thousand Four Hundred Fifty-Two Dollars (\$17,032,452) by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2025, and ending December 31, 2025; and

WHEREAS, at its November 18, 2025 meeting, the Village Council, upon evaluation of the proposed fiscal year 2025 annual budget, directed the staff to present a 2025 property tax levy for consideration at the December 2, 2025, Village Council meeting, said property tax levy to be in the amount of Sixteen Million Six Hundred Eighty-Two Thousand One Hundred Thirty-Five Dollars (\$16,682,135), Three Hundred Fifty Thousand Three Hundred Seventeen Dollars (\$350,317) less than was estimated to be necessary to be raised by taxation of taxable property within the Village for general corporate purposes and for retirement fund contributions for the fiscal year beginning January 1, 2025, and ending December 31, 2025; and

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Winnetka, as follows:

SECTION 1: That the foregoing recitals are hereby adopted as the findings of the Council of the Village of Winnetka, as fully set forth herein.

SECTION 2: That in order to meet the expenses and liabilities of the Village of Winnetka for the fiscal year beginning January 1, 2025, and ending December 31, 2025, for general corporate purposes and for retirement fund contributions, there is hereby levied upon all of the taxable property within the corporate limits of the Village of Winnetka subject to taxation for the current year, as assessed and equalized for the year 2025, the sum of Sixteen Million Six Hundred Eighty-Two Thousand One Hundred Thirty-Five Dollars (\$16,682,135), which is to be collected from the levy of the Village of Winnetka for the year 2025 for all purposes heretofore budgeted.

2025 TAX LEVY SUMMARY

General Fund	Amount Budgeted	Amount To Be Raised By Tax Levy
For General Corporate Purposes		
Administration	\$ 4,464,681	\$ 1,976,005
Police	\$ 8,893,824	\$ 3,935,464
Fire	\$ 6,909,570	\$ 3,057,446
Community Development	\$ 2,325,283	\$ 1,028,924
Public Works / Engineering	\$ 5,378,656	\$ 2,380,023
Capital Expenses	\$ 3,540,000	\$ 1,566,177
General Fund Transfers	\$ 5,136,350	\$ -
Totals for General Fund	\$ 36,648,364	\$ 13,944,039
For Retirement Fund Contributions		
For Police Pension Fund	\$ 3,048,258	\$ 1,145,926
For Fire Pension Fund	\$ 3,123,570	\$ 1,592,170
Totals for Retirement Fund Contributions	\$ 6,171,828	\$ 2,738,096
Total Amount Budgeted	\$ 42,820,192	
Total Amount of Levy		\$ 16,682,135

SECTION 3: That there is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount, and the total amount of Sixteen Million Six Hundred Eighty-Two Thousand One Hundred Thirty-Five Dollars (\$16,682,135), which is the total amount the Village of Winnetka requires to be raised by taxation for the current fiscal year of the Village, and that, on or before the time required by law, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, whereupon it shall be the duty of said County Clerk to levy taxes for the year 2025 on all properties subject to taxation within the Village of Winnetka, in accordance with the provisions of this Ordinance.

SECTION 4: This Ordinance is adopted by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 5: This Ordinance shall take effect immediately upon its passage, approval and posting as provided by law.

PASSED this 18th day of November, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 18, 2025

Adopted: _____

ATTACHMENT 2

Village of Winnetka Schedule of Property Tax Levy Calculations

<u>Tax Levy Category</u>	<u>2024 Actual Tax Levy</u>	<u>2025 Proposed Tax Levy</u>	<u>\$ - Change</u>	<u>% - Change</u>
<u>General Fund:</u>				
Corporate	\$13,602,577	\$13,944,039	\$341,462	2.510%
<u>Other Funds:</u>				
Police Pension	\$1,135,073	\$1,145,926	\$10,853	0.956%
Fire Pension	\$1,561,347	\$1,592,170	\$30,823	1.974%
Total Village-wide Tax Levy	\$16,298,997	\$16,682,135	\$383,138	2.35%
Less: New Development @ 0.88		(\$146,803)	(\$146,803)	-0.88%
Existing Tax Payer Increase	\$16,298,997	\$16,535,332	\$236,335	1.450%

Increase (Decrease) Based on Total Property Tax Bill
--

Total Property Taxes Paid 100.00%	Other Taxing Distr. 88.42%	Village 11.58%	1.45% Change / Village
\$10,000	\$8,842	\$1,158	\$17
\$15,000	\$13,263	\$1,737	\$25
\$20,000	\$17,684	\$2,316	\$34
\$25,000	\$22,105	\$2,895	\$42
\$30,000	\$26,526	\$3,474	\$50
\$35,000	\$30,947	\$4,053	\$59
\$40,000	\$35,368	\$4,632	\$67
\$50,000	\$44,210	\$5,790	\$84
\$60,000	\$53,052	\$6,948	\$101

Note: New development is typically calculated based on the new value identified in the Cook County Agency Tax Rate Report. This report has not been updated since last year so new development is estimated based on previous 10-year average of .88%.



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Ordinance No. M-16-2025: Abating the Tax Heretofore Levied for the Year 2025 to Pay the Principal of and Interest on Taxable General Obligation Refunding Bonds, Series 2020, of the Village of Winnetka, Cook County, Illinois (Introduction)

PRESENTER: Tim Sloth

AGENDA DATE: November 18, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Council has reviewed the proposed 2026 calendar year budget and all funding sources required to balance the budget. It has been determined that sufficient revenue is on hand in the stormwater fund to pay the debt service on the Series 2020 bonds and therefore an additional tax levy for this purpose is not necessary.

EXECUTIVE SUMMARY:

The Village issued General Obligation bonds in the amount of \$9.0 million in 2013 and \$7.5 million in 2014 to fund stormwater improvements. These bonds were refunded and replaced by the Series 2020 bonds (\$12,035,000) with the intention of the Village abating the property tax levy each year on these bonds and paying the principal and interest from stormwater utility fees collected by the Village. There are adequate funds on hand to allow for the abatement of the property tax levy for 2025 related to these General Obligation bond issues, due to Stormwater utility alternate revenues.

RECOMMENDATION:

Consider introduction of Ordinance No. M-16-2025, an Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay the Principal of and Interest on Taxable General Obligation Refunding Bonds, Series 2020, of the Village of Winnetka, Cook County, Illinois.

ATTACHMENTS:

1. Ordinance No. M-16-2025: Tax Abatement Ordinance GO Series 2020

**AN ORDINANCE
ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2025
TO PAY THE PRINCIPAL OF AND INTEREST ON
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020,
OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS**

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, pursuant thereto, has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village, including the power to tax; and

WHEREAS, the Council of the Village, consisting of the President and Board of Trustees (the “Council”), by Ordinance Number M-16-2020, adopted on the 13th day of October, 2020 (the “Ordinance”), did provide for the issue of \$12,035,000 Taxable General Obligation Refunding Bonds, Series 2020 (the “Bonds”), and for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village has deposited sufficient funds in the bond fund established by the Ordinance to pay the principal of and interest on the Bonds up to and including December 15, 2026; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2025 to pay the principal of and interest on the Bonds be abated in its entirety.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Winnetka, as follows:

SECTION 1: Abatement of Tax. The tax heretofore levied for the year 2025 of Seven Hundred Ninety Eight Thousand Seven Hundred Thirty Dollars (\$798,730.00) in the Ordinance to pay the principal and interest on the Bonds is hereby abated in its entirety.

SECTION 2: Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2025 in accordance with the provisions hereof.

SECTION 3: **Home Rule.** This Ordinance is adopted by the Council in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 4: **Effective Date.** This Ordinance shall be in full force and effect from and its passage, approval, and posting as provided by law.

PASSED this 18th day of November, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: November 18, 2025

Adopted: _____



Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Ordinance No. MC-07-2025: Amending the Winnetka Zoning Ordinance to Establish Regulations for Solar Energy Systems - Public Hearing (Introduction/Adoption)

PRESENTER: Scott Mangum

AGENDA DATE: November 18, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

On November 18, 2025, the Village Council is scheduled to hold a public hearing and consider Ordinance No. MC-07-2025, An Ordinance Amending the Winnetka Zoning Ordinance to Establish Regulations for Solar Energy Systems (**Attachment 1**). Notice of the public hearing was published in the *Winnetka Talk* on October 30, 2025.

As presented by a subcommittee of the Environmental Forestry and Sustainability Commission at the October 21 Village Council meeting, the Village code currently does not adequately address uses and standards for solar panels. The proposed zoning ordinance text amendment would make the following changes:

- Solar panels are a permitted accessory use and can be building-mounted or ground-mounted. Ground-mounted panels shall be permitted in rear yards only.
- For the purposes of this ordinance, Solar Energy Systems include Solar Photovoltaic (PV) Systems, Solar Thermal Systems, and any associated Energy Storage Systems (ESS).
- Panels must be permitted by the Village and inspected by the utility and Fire Department prior to activation.
- The system must comply with fire safety requirements as specified in the Building Code.
- The Village's Tree Preservation Ordinance applies if plans call for tree removal.
- Panels are prohibited from causing concentrated glare or solar radiation onto adjacent properties or roads.
- A system that is not in operable condition for 12 months shall be properly decommissioned and removed by the owner.

Additional details regarding size, placement, and enforcement are in the ordinance language.

RECOMMENDATION:

The Council may wish to (a) consider waiving introduction of Ordinance No. MC-07-2025 and consider adoption of the Ordinance OR (b) consider only introduction of Ordinance No. MC-07-2025.

ATTACHMENTS:

1. Ordinance No. MC-07-2025: Amending the Winnetka Zoning Ordinance to Establish Regulations for Solar Energy Systems

**AN ORDINANCE AMENDING THE WINNETKA ZONING ORDINANCE TO
ESTABLISH REGULATIONS FOR SOLAR ENERGY SYSTEMS**

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, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, the Village desires to amend the Winnetka Zoning Ordinance ("***Zoning Ordinance***") to permit solar energy systems as a permitted accessory use within the Village and to establish regulations for solar energy systems ("***Solar Regulations***"); and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village gave proper notice of a public hearing by the Village Council to consider the Solar Regulations by publication in the *Winnetka Talk* on October 30, 2025; and

WHEREAS, the Village Council has determined that amending the Zoning Ordinance to establish Solar Regulations as set forth in this Ordinance and pursuant to the Village's home rule authority is in the best interests of the Village;

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

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

SECTION 2: AMENDMENT TO SECTION 17.12.020 OF THE ZONING ORDINANCE. Section 17.12.020, titled "Permitted Uses," of Chapter 17.12, titled "R-5 Single-Family Residential District," of Title 17, titled "Zoning," of the Village Zoning Ordinance is amended to read as follows:

"Section 17.12.020 Permitted Uses.

* * *

- B. Accessory Buildings and Uses. In addition to other considerations and requirements set forth in this title, buildings and uses accessory to a single-family detached dwelling shall be subject to the following conditions and requirements:

* * *

9. Satellite receiving dishes having a surface area greater than eight feet, solar panels ~~not originally incorporated into the design of a building~~, windmills and other

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

non-solar energy recovery or generating devices shall be subject to the conditions and requirements set forth in Chapter 17.56.

* * *

11. Solar energy systems, subject to the conditions and requirements set forth in Chapter 17.84.

* * *

SECTION 3: AMENDMENT TO SECTION 17.16.020 OF THE ZONING ORDINANCE. Section 17.16.020, titled “Permitted Uses,” of Chapter 17.16, titled “R-4 Single-Family Residential District,” of Title 17, titled “Zoning,” of the Village Zoning Ordinance is amended to read as follows:

“Section 17.16.020 Permitted Uses.

* * *

- B. Accessory Buildings and Uses. In addition to other conditions and requirements set forth in this title, buildings and uses accessory to a single-family detached dwelling shall be subject to the following conditions and requirements:

* * *

9. Satellite receiving dishes having a surface area greater than eight feet, ~~solar panels not originally incorporated into the design of a building~~, windmills and other non-solar energy recovery or generating devices shall be subject to the conditions and requirements set forth in Chapter 17.56.

* * *

11. Solar energy systems, subject to the conditions and requirements set forth in Chapter 17.84.

* * *

SECTION 4: AMENDMENT TO SECTION 17.20.020 OF THE ZONING ORDINANCE. Section 17.20.020, titled “Permitted Uses,” of Chapter 17.20, titled “R-3 Single-Family Residential District,” of Title 17, titled “Zoning,” of the Village Zoning Ordinance is amended to read as follows:

“Section 17.20.020 Permitted Uses.

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

* * *

- B. Accessory Buildings and Uses. In addition to other conditions and requirements set forth in this title, buildings and uses accessory to a single-family detached dwelling shall be subject to the following conditions and requirements:

* * *

9. Satellite receiving dishes having a surface area greater than eight feet, ~~solar panels not originally incorporated into the design of a building~~, windmills and other non-solar energy recovery or generating devices shall be subject to the conditions and requirements set forth in Chapter 17.56.

* * *

11. Solar energy systems, subject to the conditions and requirements set forth in Chapter 17.84.

* * *

SECTION 5: AMENDMENT TO SECTION 17.24.020 OF THE ZONING ORDINANCE. Section 17.24.020, titled “Permitted Uses,” of Chapter 17.24, titled “R-2 Single Family Residential District,” of Title 17, titled “Zoning,” of the Village Zoning Ordinance is amended to read as follows:

“Section 17.24.020 Permitted Uses.

* * *

- B. Accessory Buildings and Uses. In addition to other conditions and requirements set forth in this title, buildings and uses accessory to a single-family detached dwelling shall be subject to the following conditions and requirements:

* * *

9. Satellite receiving dishes having a surface area greater than eight feet, ~~solar panels not originally incorporated into the design of a building~~, windmills and other non-solar energy recovery or generating devices shall be subject to the conditions and requirements set forth in Chapter 17.56.

* * *

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

11. Solar energy systems, subject to the conditions and requirements set forth in Chapter 17.84.

* * *

SECTION 5: AMENDMENT TO SECTION 17.28.020 OF THE ZONING ORDINANCE. Section 17.28.020, titled “Permitted Uses,” of Chapter 17.28, titled “R-1 Single Family Residential District,” of Title 17, titled “Zoning,” of the Village Zoning Ordinance is amended to read as follows:

“Section 17.28.020 Permitted Uses.

* * *

- B. Accessory Buildings and Uses. In addition to other conditions and requirements set forth in this title, buildings and uses accessory to a single-family detached dwelling shall be subject to the following conditions and requirements:

* * *

9. Satellite receiving dishes having a surface area greater than eight feet, ~~solar panels not originally incorporated into the design of a building~~, windmills and other non-solar energy recovery or generating devices shall be subject to the conditions and requirements set forth in Chapter 17.56.

* * *

11. Solar energy systems, subject to the conditions and requirements set forth in Chapter 17.84.

* * *

SECTION 6: AMENDMENT TO SECTION 17.46.010 OF THE ZONING ORDINANCE. Section 17.46.010, titled “Table of uses,” of the Village Zoning Ordinance is amended to read as follows:

<i>Table of Uses</i>	<i>C-1 Neighborhood Commercial</i>	<i>C-2 General Retail</i>	<i>C-2 Commercial Overlay</i>
P = Permitted uses SU = Special uses NO = Not permitted			

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

M. COMMUNICATION AND PUBLIC UTILITY USES			
Newspaper distribution agencies	P	P	SU
Newspaper home delivery center	NO	SU	SU
Public utility service store or collection office	P	P	SU
<u>Solar Energy Systems as an accessory use</u>	<u>P</u>	<u>P</u>	<u>P</u>
Telephone exchange	P	P	SU

SECTION 7: NEW CHAPTER 17.84 OF THE ZONING ORDINANCE. Title 17, titled “Zoning,” of the Village Zoning Ordinance is amended to add a new Chapter 17.84, titled “Solar Energy Systems,” as set forth as follows:

“CHAPTER 17.84 SOLAR ENERGY SYSTEMS

Section 17.84.010 Definitions.

For purposes of this Chapter, the following terms are defined as follows:

“Building-mounted Solar Energy System” means a solar energy system that is fastened to or ballasted on a building. Building-mounted systems are accessory to the principal use.

“Ground-mounted Solar Energy System” means a solar energy system mounted on a rack or pole that is attached to or ballasted on the ground. Ground-mounted systems are accessory to the principal use.

“Operable Condition” means the condition of being capable of operating at full capacity while meeting all applicable conditions set forth in this Chapter.

“Solar Array” means a group of solar panels wired together. An array consists of multiple solar modules (solar panels).

“Solar Energy System” means a device or structural design feature to provide for the collection, storage and distribution of solar energy for space heating or cooling, electricity generation, or water heating.

“Solar Panel” means a device that is used to convert radiant solar energy into electrical current.

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

Section 17.84.020 Solar Energy Systems General Regulations.

- A. Solar energy systems permitted. Solar energy systems, which include solar photovoltaic (PV) systems, solar thermal systems, and any associated energy storage systems (ESS), are a permitted accessory use in any zoning district, provided that all building permit requirements and general regulations are met as set forth in Titles 15 and 17 of the Village Code, and the requirements set forth in this Chapter 17.84.
- B. Purpose. The primary purpose of the solar energy system is for the production of energy for consumption on the same property for which the solar energy system is to be installed.
- C. Excess Energy. The solar energy system owner may sell the excess energy produced by the solar energy system to the local electric utility company.
- D. Tree Removal. Any installation of a solar energy system that requires tree removal must abide by the Village's Tree Preservation Code set forth in Chapter 15.28.

Section 17.84.030 Development and Design Standards.

All solar energy systems are subject to the following development and design standards:

- A. A solar energy system may be building-mounted or ground-mounted.
- B. Solar panels must be placed so that concentrated solar radiation or glare is not directed onto adjacent properties or roadways. To the extent practicable, all solar energy systems must be designed and installed to minimize glare emanating from the system. The Village may, at its sole discretion, require a glare study at the expense of the applicant, for installations adjacent to public roadways or neighboring properties utilizing a methodology approved by the Village.
- C. Any advertising material, including signs, streamers, pennants, banners or similar materials are prohibited on the solar energy system. Only manufacturer and equipment information, warning signs or ownership information is permitted on any equipment of the solar energy system.
- D. A solar energy system connected to the utility grid must provide written authorization from the local utility company to the Village acknowledging and approving the connection.

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

- E. A solar energy system must be permitted by the Village and inspected by both the Building and Fire Departments, and the utility company as applicable, prior to activation.

Section 17.84.040 Building-Mounted Systems.

- A. A building-mounted solar energy system may be mounted on the roof of a principal building or accessory structure. The height of the building-mounted solar energy system is limited to one foot above the maximum height of the roof. For the purposes of this section, height is measured from the roof surface on which the solar energy system is mounted to the highest edge of the solar energy system.
- B. A building-mounted solar energy system that is comprised of rooftop PV solar panels, must display signage identifying the rooftop PV solar panels on the front of the building facing the street. All signs must be approved by the Fire Chief.

Section 17.84.050 Ground-Mounted Systems.

- A. Setback. A ground-mounted solar energy system is permitted only in a rear yard and must be set back a minimum of five feet from any lot line.
- B. Height. A ground-mounted solar energy system must not exceed a maximum of 15 feet above existing natural adjacent grade.
- C. Square footage limitation. Single-family residential lots 20,000 square feet or less in size are limited to a total of 100 square feet in area of solar panels. Single-family residential lots over 20,000 square feet are limited to a total of 200 square feet in area of solar panels.
- D. Lot coverage. Ground-mounted solar energy systems do not count toward any lot coverage or impermeable surface coverage restrictions set forth in the zoning code.
- E. Transmission lines. All power transmission lines from a ground-mounted solar energy system to any structure must be located underground.

Section 17.84.060 Decommissioning and Abandonment.

A. A solar energy system that is not in operable condition for a period exceeding 12 consecutive months will be deemed abandoned. The owner of an abandoned solar energy system and the owner of the property on which the solar energy system is located will cause the decommissioning and removal of all solar energy system structures and facilities within 90 days after receipt of a notice of abandonment from the Village. Decommissioning and removal must include, without limitation, the following:

- 1. Physical removal of all solar energy systems, structures, equipment, security barriers and electrical wiring lines from the site;**
- 2. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations; and**
- 3. Stabilization or re-vegetation of the site as necessary to minimize erosion, except to the extent that the Zoning Administrator permits the owner or operator to leave landscaping or designated below-grade foundations or electrical wiring in order to minimize erosion and disruption to vegetation.**

B. Any abandoned solar energy system that is not decommissioned and removed within 90 days after receipt of a notice of abandonment will be deemed a public nuisance, which nuisance the Village will have the right to summarily abate by decommissioning and removing the solar energy system at the joint and several expense of the owners of the solar energy system and of the property on which the solar energy system is located. In the case of such decommissioning and removal, the Village will have the right to file a lien for reimbursement of all expenses incurred by the Village in connection with the removal, including, without limitation, attorney fees and accrued interest.”

SECTION 8: 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 9: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

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

PASSED this 18 of November, 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: November 18, 2025

Passed and Approved: _____, 2025

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



Agenda Item Executive Summary

TITLE: Ordinance No. M-17-2025: Granting a Special Use Permit for the Operation of a Hair Salon Within the C-2 Commercial Overlay District of the Village (986 Green Bay Road) (Adoption)

PRESENTER: Scott Mangum

AGENDA DATE: November 18, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

11-4-2025: Village Council approved introduction of Ordinance No. M-17-2025: Granting a Special Use Permit for the Operation of a Hair Salon Within the C-2 Commercial Overlay District of the Village (986 Green Bay Road).

EXECUTIVE SUMMARY:

On November 18, 2025, the Village Council is scheduled to consider adoption of Ordinance No. M-17-2025, An Ordinance Granting a Special Use Permit for the Operation of a Hair Salon Within the C-2 Commercial Overlay District at 986 Green Bay Road (**Attachment 1**). The Ordinance is in response to an application submitted by Sit Still Kids Salon (the "Applicant"), as the prospective lessee of a commercial tenant space within the property located at 986 Green Bay Road (the "Subject Property"). The Applicant is seeking approval of a special use permit to operate a children-oriented hair salon on the Subject Property within the Commercial Overlay District. The space the Applicant is proposing to occupy is approximately 1,377 square feet on the first floor with approximately 26 feet of street frontage along Green Bay Road.

At the November 4, 2025, meeting, the Village Council heard from the Applicant regarding its request and two members of the public. The written correspondence that was not included in the November 4 Council agenda packet, but has been distributed to the Council, is included in **Attachment 2**. After hearing from the Applicant and the public, the Council discussed the application and approved a motion to introduce Ordinance No. M-17-2025.

RECOMMENDATION:

Council will consider adoption of Ordinance No. M-17-2025: Granting a Special Use Permit for the Operation of a Hair Salon Within the C-2 Commercial Overlay District of the Village (986 Green Bay Road).

ATTACHMENTS:

1. Ordinance No. M-17-2025: Granting a Special Use Permit for the Operation of a Hair Salon Within the C-2 Commercial Overlay District of the Village
2. Public Correspondence Received After Posting of November 4 Council Agenda Packet

ORDINANCE NO. M-17-2025

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF A HAIR SALON WITHIN
THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(986 Green Bay Road)

WHEREAS, Sit Still Kids Salon, ("***Applicant***"), is the prospective lessee of the property commonly known as 986 Green Bay Road, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Subject Property***"); and

WHEREAS, 986 Green Bay Road, LLC, is the record title owner of the Subject Property ("***Owner***"); and

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

WHEREAS, the Applicant desires to operate a children's hair salon on the Subject Property, which, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of the Winnetka Zoning Ordinance ("***Zoning Ordinance***"), is not permitted in the Overlay District without a special use permit; and

WHEREAS, on August 12, 2025, Applicant filed an application for a special use permit to operate a children's hair salon at the Subject Property ("***Special Use Permit***"); and

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

WHEREAS, on September 24, 2025, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of seven in favor and one opposed, recommended that the Village Council approve the Special Use Permit; and

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

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

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

SECTION 2: SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule powers

of the Village, to allow the operation of the hair salon by Applicant at the Subject Property within the C-2 Commercial Overlay District.

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

- A. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- B. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- C. **Compliance with Plans.** The development, use, and maintenance of the children's hair salon at the Subject Property must be in strict accordance with the Floor Plans submitted by Applicant, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, except for minor changes and site work approved by the Director of Community Development or the Director of Engineering (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the 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, Applicant, Owner, and each of their heirs, representatives, successors, and assigns.

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

are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

SECTION 7: EFFECTIVE DATE.

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

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by Applicant and Owner with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day 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: November 4, 2025

Passed and Approved: _____, 2025

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 5:

UNIT NUMBER 1-S1 IN WINNETKA MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 6 AND 7 IN BLOCK 2 IN LAKESIDE JARED GAGE'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 17 AND PART OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 90300819 AND CONSOLIDATED, AMENDED AND RESTATED BY DECLARATION RECORDED SEPTEMBER 12, 2000 AS DOCUMENT 0076659, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

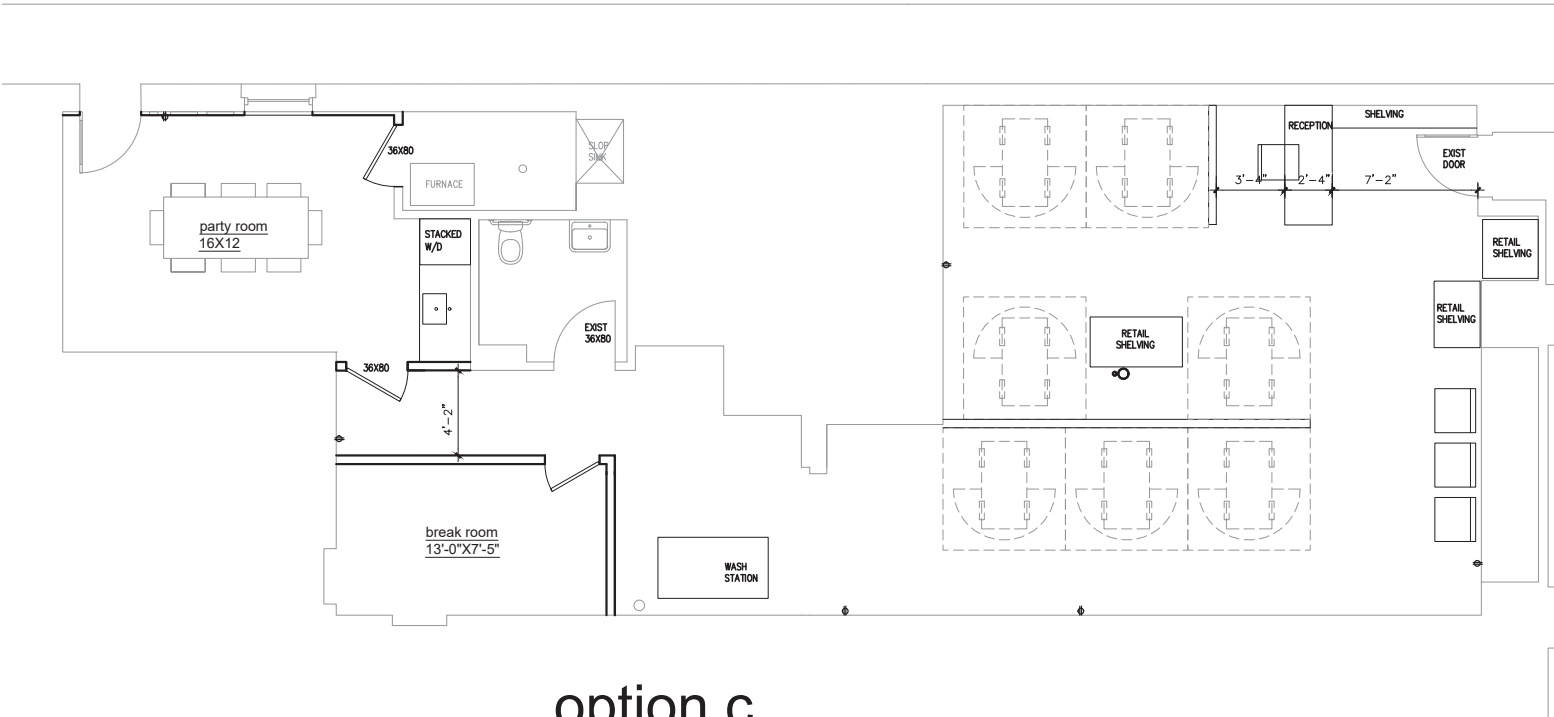
Commonly known as 986 Green Bay Road, Winnetka, Illinois.

PIN: 05-17-114-011-1008

EXHIBIT B
FLOOR PLANS

(SEE ATTACHED EXHIBIT B)

EXHIBIT B



option c

EXHIBIT C
UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Sit Still Kids Salon, ("***Applicant***"), is the prospective lessee of the property commonly known as 986 Green Bay Road, Winnetka, Illinois, and legally described in **Exhibit A** ("***Subject Property***"); and

WHEREAS, 986 Green Bay Road, LLC, is the record title owner of the Subject Property ("***Owner***"); and

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

WHEREAS, the Applicant desires to operate a children's hair salon on the Subject Property, which, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of the Winnetka Zoning Ordinance ("***Zoning Ordinance***"), is not permitted in the Overlay District without a special use permit; and

WHEREAS, on August 12, 2025, Applicant filed an application for a special use permit to operate a children's hair salon at the Subject Property ("***Special Use Permit***"); and

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

WHEREAS, Ordinance No. M-17-2025, adopted by the Village Council on _____, 2025 ("***Ordinance***"), grants a special use permit to Applicant for the operation of a children's hair salon at the Subject Property within the C-2 Commercial Overlay District of the Village; and

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

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

1. Applicant and Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. Applicant and Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the

possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

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

4. Applicant and Owner do hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permit for the Subject Property.

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

Dated: _____, 2025

ATTEST: **SIT STILL KIDS SALON**

By: _____ By: _____

Its: _____ Its: _____

ATTEST: **986 Green Bay Road, LLC**

By: _____ By: _____

Its: _____ Its: _____

ATTACHMENT 2

From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [Kristin Kazenas](#); [Scott Mangum](#); [Ann Klaassen](#)
Subject: RE: Sit Still Kids Salon
Date: Monday, November 3, 2025 11:50:10 AM

Dear Marlene,

Thank you for contacting the Village of Winnetka. Your email has been shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: Marlene Calders <[REDACTED]>
Sent: Saturday, November 1, 2025 12:15 PM
To: ContactCouncil <ContactCouncil@winnetka.org>
Cc: Beata Skrzynska <[REDACTED]>; Dominic Spellman <[REDACTED]>; Kathleen Geary <[REDACTED]>; Romy Rosenbaum <[REDACTED]>
Subject: Sit Still Kids Salon

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.

Hello Council Members,

I'm Marlene Calders, a resident of Winnetka Manor and President of our Condo Association. I am also a residential realtor with Coldwell Banker!

I purchased my condo at the Manor in 2018 because of its heritage and location. I became Board President 3 years ago. We Manor residents value the many special features of this architectural beauty and have been diligent about maintenance and preservation of its structural integrity. This comes with a price in both time and cost!

Sit Still Kids is an interesting concept and would thrive in our community but is misplaced in one of the three commercial spaces (with a front facing entry on GreenBay road) attached to 4 buildings with 26 other residential owners. We share a unique

sewage system that we spend thousands a year to maintain and repair. We still have clay pipes deep in the bowels of our complex. A salon, with the attendant water, chemical, and sewage strain generated from such a business goes without saying!

But all that pales in comparison to the DANGER it poses to the children who will be “dropped off” on a busy street such as GreenBay Rd. Or the cars vying for a parking space and circling an already very congested business district. We on the Board, requested an accident report for the block between Scott St and Merrill St for the past 3 years. Six pedestrians have been hit between this one block—4 of which were at a very poorly designated crosswalk on Merrill and GreenBay Rd.

The non pedestrian vehicular accidents read two pages long!

THIS IS NOT THE PLACE FOR CHILDREN—between ages of 5 and 14.

When considering this “Special Use” permit, if you won’t consider the 26 equity owners, nor the stress on our unique structure, PLEASE PLEASE consider the children and the danger a shop like SIT STILL KIDS is being misplaced in a bustling and heavily trafficked area on GreenBay Road!

Marlene Calders

Winnetka Manor, HOA President

--

Thanks,

MARLENE CALDERS, Broker

CDPE, e-Pro

"Expect the Exceptional"

Coldwell Banker Realty

1420 Waukegan Road | Glenview, IL 60025

C. [REDACTED] | O. 847.724.5800

marlene.calders@cbrealty.com

marlenecalders.cbintouch.com

Village Council Regular Meeting Tuesday Nov 04, 2025

Ordinance No. M-7-2025: Granting a Special Use Permit for the Operation of a Hair Salon

To Bob Dearborn (President), Kirk Albinson, Rob Apatoff, Tina Dalman, Kim Handler, Scott Myers, & Bridget Orsic.

I'm Kathleen Geary. I live at the same condominium building that Sit Still Kids Salon is applying for a special use permit. For many reasons, I'm very much **OPPOSED** to this business being granted a permit.

This permit was approved in a 7 to 1 vote by the Sept 24 Plan Commission. There were issues that were not fully appreciated &/or clearly understood by the majority of those voting members.

I implore the Village Council to consider these issues more carefully. I'll start with the most concerning issue. Thanks for your attention.

PEDESTRIAN SAFETY

The Merrill St & Green Bay Rd intersection is a dangerous intersection. A Winnetka Police traffic crash report shows **4 pedestrians being struck** in that intersection since Feb 2, 2023. As parking on the west side of Green Bay Rd is very limited, most parking has to be found on the east side of Green Bay around the Square or at the municipal parking garage. This leaves families having to traverse this dangerous intersection on foot. Until the village gains control of Green Bay Rd via jurisdictional transfer plus the Village then mitigating the pedestrian safety issues via Streetscape design plans, the village should NOT be increasing pedestrian traffic at this intersection. Doing so is not a prudent decision. Doing so is exposing the public to unnecessary risk of bodily harm &/or death. With the village already knowing the safety issues for this intersection, exasperating the safety issues for the public by allowing a non-essential special use permit retail business to locate here, and it becoming the reason for drawing customers into this unsafe intersection, could be a **liability issue for the Village**.

FINANCIAL BURDENS ON OTHER OWNERS OF CONDO ASSOCIATION

Our building is over 100 years old. We have fragile plumbing, including cracked **clay underground pipes**. In 2025 we had two major clogs in the general underground outflowing clay pipes in March & again in July causing flooding in our basement tunnel where much inner-workings for the building is housed. These floods caused extensive water damage to common element property. Our old plumbing system works fine, as long as it is not over-used & and not abused. Clogs are caused by inappropriate products being put into the system via toilets &/or drains. Adding a business with a high-volume customer use by the public with its numerous employees working in this unit will substantially increase the volume of use of the plumbing system (whether by toilet, sinks, or washing machine drains) and will be a major burden on the building's infrastructure. This unit's usage would far outweigh any usage being generated from any of the other 28 units in the building. This unit would be a risk for our building, when the large volume of customers & the numerous employees will be adding products/liquids, including various chemicals used for hair & nails, into our building's waste system. This will add to future costs for the association for repairs to the system as failures & damages occur. Winnetka needs to increase their percentage of affordable housing. They should not be contributing to making existing affordable housing harder for them to exist. As monthly condo fees increase due to need for repairs, it makes it harder on home owner's budgets, many residents being on fixed incomes.

DIMINISHED QUALITY OF LIFE FOR THE NEIGHBORS

Being a vintage building where **noise & smells spreads easily throughout the building**, having a children's business of this volume & nature is going to substantially increase the transfer of noise & smells to the adjoining units. I'm one of the unit owners that lives directly above this commercial unit. In fact, my bedroom is immediately above the proposed children's party room. With the prior, quiet tenant (a standard retail business), I could hear the conversation noise of two or a few people below me chatting. I could not make out what they were saying, but I could hear the spoken voices. Having a business full of children, adults, and employees is much more than 2 or 3 adults quietly talking. And adding children parties to the business model exasperates noise/smell issues significantly. Unfortunately, the Village doesn't even require stronger barriers between commercial & residential units (vs residential & residential) for mixed-use buildings in their building code requirements. Having these higher standards could only help protect residents better. Residents' purposes of owning & being in their units is for having a comfortable place to live. The commercial units'

purposes are for making a profit (for the unit owner and also for the business owner, if different than the unit owner). Commercial units wanting to make a profit &/or a village's need to not have empty store fronts should not take precedence over residents trying to live peacefully in the homes they own without having undue stress.

UNUSUAL RELATIONSHIP BETWEEN LANDLORD AND CONDO ASSOCIATION

Our **building is not owned by one landlord** like many of the other mixed-use buildings in Hubbard Woods, where residents are renters and the landlord controls & is responsible for the entire building. We may be the only condominium association in Hubbard Woods with mixed-use. We have 2 other commercial units. One is owned by the owner of the business (the pediatric dentist) and the other owned by a landlord (who was condo association president for greater than 15 years until 3 years ago). Both of these individual-owned commercial units have had and currently have a close relationship, participation, and communication with the condo association. The unit needing the permit is **owned by a corporation which distances themselves from the association** by exerting their independence from the association. In the past, & will be in the future, it takes legal action to force this corporation-owning unit to abide by condo association rules & regulations and to force them to mitigate issues when their unit causes detriment to other condo unit owners. As a small condo association, we do not have the might nor money to convince a corporation to do anything different than what they want to do.

NOT AN ESSENTIAL SERVICE

This business wants a special use permit. This is a retail special use permit to provide **non-essential services in the Hubbard Woods commercial business and art design district**. Aside from some family-focused eateries and the park district public square, the commercial district is primarily geared toward adult shopping, home design stores, and art studios/galleries. First Fridays is for the Hubbard Woods retail businesses and includes wine & hor d'oeuvres, a night out without the kids. This kids' salon business is a totally different retail for the design/art district; it's even different from the adjacent pediatric dental office, also a special use permit retailer but is an essential medical service for the community.

The world has drastically changed, if designating a commercial retail servicing children's hair/nail care, hair/nail decorating, and also being a business selling children beauty parties is labeled an essential service. My husband & I raised 2 daughters in Wilmette both of us working full-time, myself usually working 80 hours/week. We never wanted/needed commercial services for hair/nail care for our daughters, when they were toddlers, young children, or pre-teens. My daughters had many parties & attended many parties of friends, but never was there ever a "beauty party." Being a mental health professional, I have concerns about encouraging young children to focus so intently on the looks of their body.

SUMMARY

Please keep in mind, this all for a non-essential children's business that puts the children in harm's way trying to arrive at and leave this business location because of the dangerous crossing walks at Merrill St & Green Bay Rd &/or double-parking that will most likely occur on Green Bay Rd and Merrill St that will be used for dropping off &/or picking up older children attending "beauty parties."

Kid's entertainment services have other venues in our community.... the community center, the park district facilities, and family homes. As a business selling all of these services to the public, they would be **better suited** for their customers, their neighbors, and themselves, **if they were at a location that is safe for their customers** and has convenient parking, such as at an indoor &/or outdoor mall, small plaza mall, a strip mall, or a free-standing building. This type of business is **inappropriate for a 100 year-old, vintage, mixed-use building with a fragile plumbing system**, where the business adds to the burdens of a condo association and the other 28 unit owners.

Please consider my concerns and the concerns of others opposing this permit and vote against this permit.

I kindly thank you for your attention to this matter. I also thank you for all the time you generously provide in so many other matters that help our community run smoothly, fairly, and safely.

From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [Scott Mangum](#); [Ann Klaassen](#)
Subject: RE: SIT STILL KIDS FRANCHISE
Date: Friday, November 7, 2025 2:12:41 PM

Dear Marlene,

Thank you for contacting the Village of Winnetka. Your email was shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: Marlene Calders [REDACTED] >
Sent: Friday, November 7, 2025 12:16 PM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: SIT STILL KIDS FRANCHISE

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.

Good Morning President Dearborn and Trustees,

I'm Marlene Calders, President of the Winnetka Manor HOA, a real estate Broker and owner of a two bedroom condo at 1097 Merrill St. in Hubbard Woods.

I spoke at Tuesday's meeting and, while time was short, I conveyed my concerns about our Hubbard Woods business district and very congested, and dangerous intersections from Scott to Merrill St on GreenBay Road. May I repeat—6 pedestrians have been hit by cars—4 at the Merrill crosswalk and 39 vehicular accidents in the past 3 years. I am always worried when crossing to municipal garage. Winnetka Village Trustees should be very concerned about the liability of this even before you add a business that caters to kids.

Also, Hoffman's manager and the owner of this new franchise misled the Trustees regarding the volume of traffic this salon will generate. If you were to look at the website for this franchise you can see they have six chairs and the party room can hold more than a handful of kids. They can also use the entire salon for parties on weekends which could be upwards of 30 heads

including staff. Regular weekends, they have 7 staff before patrons.

As for our infrastructure—Jennifer (Hoffman manager) indicated they “branched off” their sewer while they may have “branched” off their sewer line—their branch still disposes through the MAIN sewer line to street. That’s where the back-ups happen. A mixed-use building has a unique set of considerations— weighing the needs/costs of its owners (26) residential to the (3) commercial owners is a challenge. No other Hubbard Woods business has a 106 year old Landmark structure with 26 owners wedded to 3 commercial owners.

I thank you for taking a beat before approval of this special use permit but I didn’t hear/see the trustees give much thought to us—the owners—who will have to live with the consequence of their decision. We too are taxpayers. PLEASE DO NOT PUT THIS ON THE CONSENT AGENDA for November 18th!

THIS franchise would be better served on Lincoln, Chestnut, Elm or the Laundry Mall to name a few other options.

Respectfully, Marlene

--

Thanks,

MARLENE CALDERS, Broker
CDPE, e-Pro

"Expect the Exceptional"

Coldwell Banker Realty
1420 Waukegan Road | Glenview, IL 60025

C. [REDACTED] | O. 847.724.5800
marlene.calders@cbrealty.com
marlenecalders.cbintouch.com

From: [Ann Klaassen](#)
To: [Ann Klaassen](#)
Subject: FW: Sewer line confusion
Date: Monday, November 10, 2025 11:37:43 AM

From: Kathleen Geary [REDACTED] >
Sent: Friday, November 7, 2025 1:24:24 PM
To: Robert Dearborn <RDearborn@winnetka.org>
Cc: Kristin Kazenas <KKazenas@winnetka.org>
Subject: Re: Sewer line confusion

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President Dearborn,

I spoke at length this morning with Haley Frank, P.E., Civil Engineer, at village's public works office. There is **NO record on file that any of the 3 commercial units of our condo association building have their own separate line out to the street.** Sit Still Kids Salon's waste will be entering into our main sewer outlet to exit to the street. Being an old building the sewer waste system is very prone to problems, when it is over-used &/or abused. Sit Still is a high-volume customer business catering to children with many employees & caretaker adults coming & going. This will create significant amount of waste line usage, way beyond that of any of the other 28 units of the condo association. And when problems do occur with inappropriate products (wet wipes was the cause of 2025 clogging) being put down the waste system, it is impossible to determine which unit is the culprit because the clog happens in the main exit line to street. That leaves the burden financially on every unit in the association to pay for repairs & damages. **Sit Still is a business that puts our waste system at risk for over-usage & abuse.**

I wrote a **very long (2 pages) comment to the entire Village Council on Nov 4.** It was sent as an attachment in an email on the day of the Nov 4 Council meeting. I'm afraid that my comments were never read, because it was an attachment (vs being written in the body of an email), and also since it was sent so close to the Council's meeting. If there are any trustees that have not opened the **attachment in my Nov 4 email** &/or didn't read the long 2 pages, I would like for them to do so as soon as possible. I'm sorry my comment letter was an attachment & that it was 2 pages long. But there are so many issues & reasons I'm against this special use permit that being brief was not doing justice to laying out the full picture for why this business is a horrible fit for our building & for the location at the dangerous Merrill St & Green Bay Rd intersection.

I'm hoping that the decision-makers for the Nov 18 meeting agenda **do NOT put this special use permit on the consent agenda.** This special use permit application is **still controversial.**

With much appreciation for your attention,
- Kathleen Geary

On Thursday, November 6, 2025 at 08:51:39 AM CST, Robert Dearborn <rdearborn@winnetka.org> wrote:

Hi Kathleen,

Thank you for these follow up comments. I have copied Village Manager Kazenas so that she is aware of your thoughts and plans to contact village staff.

Bob

Robert H. Dearborn

President – Village of Winnetka

From: Kathleen Geary <[REDACTED]>
Sent: Wednesday, November 5, 2025 5:59 PM
To: Robert Dearborn <RDearborn@winnetka.org>
Subject: Sewer line confusion

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.

Dear President Dearborn,

I attended the Council meeting last night. I spoke during public comment time. Earlier yesterday, I also sent in my written comments with the MANY reasons for opposing the special use permit for Sit Still Kids Salon.

I would like to thank you for post-poning the vote to adopt the ordinance... instead giving more time for considerations and to put it on the agenda again for Nov 18.

Last night there seemed to be a lot of confusion about sewer lines.

This afternoon I had a lengthy conversation with Anita Lichterman (Permit & Customer Service Supervisor) about sewer lines. I learned a lot from her.

If you have a chance, it might be helpful for you to speak with Anita (while the conversation she & I had is fresh in her mind). Anita understands the dilemma we will have & the potential financial burdens that Sit Still Kids Salon will likely cause for our condo association and 28 other condo unit owners.

Anita did refer me to speak further with Obaid Khalid, P.E., CDM (Assistant Village Engineer), and I plan to do that very soon in order to get more information about the layout of the sanitary & storm sewer lines of our building.

This letter here is only about 1 issue related to opposing the permit. It's related to the fragile sewer clay piping system that has been working fine for years. It works fine, IF it's treated fine. No inappropriate products should go down toilets or drains anywhere in the building.

Sit Still Kids Salon is going to be high volume public use business. The layers of responsibility for wrong doing?... the kids? the parents? the employees? the franchise owners (will they always be onsite)? the unit owner (a landlord that maintains a dis-connect with the condo association because they're not an individual owner, but a corporation)?

With Thanks,

- Kathleen Geary

To whom it may concern,

I am a long time resident of over 30 years at 1095 Merrill St. in Hubbard Woods and have seen many changes in this neighborhood. The most notable is one of congestion.

Our building is a mixed-use condominium building with 26 unit owners and 3 commercial owners. There should be designated parking for the tenants, but there is not. Mino's has created more parking, traffic, and noise problems for all who live in the building since it has opened. Crossing the walkways at the corner of Greenbay Rd and Merrill St have become dangerous, and there have been a few pedestrian accidents.

Sit Still Kids Salon and party room will not only add congestion to this area, but will also impact the infrastructure of our fragile sewage pipes. The sewer company has been called four times already this year to clear blockages. There is concern the salon will discharge chemicals and hair into our system that will create a greater risk of backups and expensive repairs. While Hoffman has branched off their sewer line, the branch still disposes through the main sewer line into the street. Hoffman Real Estate owns one store front in this building and has been less than reliable in assisting with repairs or adhering to homeowners association policies. In the past, they have made unapproved changes without the association's approval that has created more headaches for the building.

Please reconsider approving the special use permit for this location.

Sincerely,

Linda Moy

From: [Berina Gradjan](#)
To: [REDACTED]; [ContactCouncil](#)
Cc: [Scott Mangum](#); [Ann Klaassen](#)
Subject: RE: Sit Still Kids
Date: Monday, November 10, 2025 10:04:49 AM

Dear Steven,

Thank you for contacting the Village of Winnetka. Your email was shared with the Village Council.

Thank you,

Berina Gradjan
Executive Assistant/Deputy Village Clerk
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Telephone: (847) 716-3541

From: [REDACTED] >
Sent: Sunday, November 9, 2025 11:00 AM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: Sit Still Kids

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To the Winnetka Village council,

I wanted to urge you to reject the Sit Still Kids salon application for a location on Green Bay Rd between Scott and Merrill. I live at 1095 Merrill and can tell you from personal experience that it is a dangerous location for people crossing the street even at pedestrian crosswalks. I have nearly been struck by cars at the Green Bay and Merrill crosswalk several times. For a young child crossing there it would be especially dangerous. But wouldn't a young child be accompanied by their parent, you might ask? Not necessarily, with the acute lack of parking available in the area that this proposed salon would only make worse. You might choose to dismiss parking problems of residents of the area by saying they can easily park in the parking garage. But imagine going to the grocery store and getting home with more groceries than you can carry at once (keep in mind many of the Winnetka Manor residents are senior citizens) and now you need to walk a block with groceries in tow, before dropping them off and returning another block to your car, before walking yet another block with the remaining groceries. Would you want your Mother or Grandmother to have to do that? But again, this parking problem while being a real problem already for residents, has a very real potential for tragedy as Mom's dropping their child off for a party there find nowhere to park and drop their child off

to cross Green Bay Rd unaccompanied. If a child is hit and injured or killed, I promise you I will supply a copy of this email to the newspapers and television stations, warning of the very real jeopardy you chose to place children in. Finally, I want to suggest to Sit Still Kids that they consider the vacant spaces in the shopping center at Scott and Green Bay where there is a large parking lot and spaces available that should work for them. If you approve the location they have applied for, the business will fail. Because of the parking issues people will find it undesirable to have a party there and probably to have their child's hair cut there after a couple times trying to get a haircut and being unable to find parking. I just hope that if you permit Sit Still Kids to open at their proposed location, that within that year's time no child is injured or killed. If that happens you will have much to answer to.

Steven Weissmann
1095 Merrill St. # F2
Winnetka, IL 60093

Sent from my Verizon, Samsung Galaxy smartphone

From: [Kristin Kazenas](#)
To: [Scott Mangum](#); [Ann Klaassen](#)
Subject: FW: Sit Still Kids
Date: Monday, November 10, 2025 12:21:17 PM

FYI

From: Robert Dearborn <RDearborn@winnetka.org>
Sent: Sunday, November 9, 2025 12:20 PM
To: Kristin Kazenas <KKazenas@winnetka.org>; Peter Friedman <PFriedman@winnetka.org>
Subject: Fwd: Sit Still Kids

Robert H. Dearborn
President - Village of Winnetka

Begin forwarded message:

From: sweissmann2 [REDACTED] >
Date: November 9, 2025 at 11:18:36 AM CST
To: Robert Dearborn <RDearborn@winnetka.org>
Subject: Sit Still Kids

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I Sent an email to the village board, but also wanted to send one to yo personally. I feel like the Sit Still Kids application for a location on Green Bay Rd. Just North of Merrill is a disaster waiting to happen. The parking problems already in tat area is a real issue. I am afraid that parents dropping kids off for a party will often find no available parking and some might just drop a child off to cross Green Bay by themselves and in winter on a slick icy road especially, it wold be very possible for a child to be struck and injured or even killed. It is just an accident waiting to happen. I say this because I have nearly been hit by cars myself crossing Green Bay at Merrill in the crosswalk. Cars rarely stop for pedestrians crossing there. If a child is injured or God forbid killed, I will supply the parents of that child a copy of the emails I sent to you and the Village Board warning of the jeopardy the Board hose to put their child in by allowing the Sit Still Kids that location. I will advise them to forward it to their attorney. I will also supply a copy to newspapers and

television stations advising them of the Village Board's decision to forego safety concerns in the name of tax revenue.

Steven Weissmann

1095 Merrill St. #F2

Winnetka, IL 60093

Sent from my Verizon, Samsung Galaxy smartphone

From: [Kristin Kazenas](#)
To: [Ann Klaassen](#); [Scott Mangum](#)
Subject: FW: Sit Still Kids Salon
Date: Monday, November 10, 2025 12:25:53 PM

FYI

From: Sumanth Chittajallu <[REDACTED]>
Sent: Monday, November 10, 2025 12:24 PM
To: ContactCouncil <ContactCouncil@winnetka.org>
Subject: Sit Still Kids Salon

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Council Members -

As a north shore resident, I am in favor of opening a Sit Still Kids Salon in Winnetka. We need to continue to make our neighborhoods family friendly and provide the services families here need. To me, it's a no-brainer to keep the area young, vibrant, and full of life.

Thanks,
Sumanth Chittajallu